Chancery Case File

Case No. 1847-CH-0001

Union Com. Pleas.

Mary Brown
vs.
Christopher Brown

Petition for Divorce

NOV 1852

Filed March 4th 1847
John Cassil. Clk

Cost bill made
No. Record

Allison & Curry
Solicitors.

copied
Jan. 1, 60

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

Humbly complaining your Oratrix Mary Brown of the County of Union and State of Ohio represents and states to the Court, that she has been a resident of the County of Union and State of Ohio for more than one year last past; that she was lawfully joined in the bonds of matrimony to her present husband Christopher Brown, on or about the 16th day of February 1842, since which time they both have been, and now are, residents of said County; and your Oratrix further states that, at the time of said marriage and ever since, said Christopher Brown was, and is now, impotent, and was during all of said period, and still continues to be utterly incapacitated and unable, by reason of impotency, to discharge his marital obligations; and your oratrix further states that said Christopher Brown has behaved and deports himself towards her with extreme cruelty, by pushing, striking, and beating her; and your Oratrix further states that during her residence with said Christopher Brown, as his wife he was guilty of gross neglect of duty towards her, in that he failed to provide for her suitable food, raiment, and necessaries of life in general; and your Orator further states that the marriage contract between your Oratrix and said Christopher Brown was fraudulent on the part of said Christopher Brown in this, that the said Brown represented to your oratrix, previous to the closing of said contract, that if your Oratrix would enter into such contract with him, he (said Christopher) would be a father to the two children of your Oratrix

by her former husband,
and would always as such take good
care of them and provide for them in
all respects, and your orator was moved
in part by said representation to enter into
said Contract, which otherwise she would
not have done; but your Orator avers,
and so the truth is, that after said Mar
=riage said Christopher Brown failed to
to provide for said Children of your Orator
according to his said representation, but
on the contrary treated them with great
harshness and permitted others about his
house so to treat them, insomuch that
they, ~~thought of to do~~ being of tender years
could not remain but were compelled to
leave his house and the society of your
Orator and reside elsewhere; and
your Orator avers that said Christopher intended
said representation as a fraud upon her; and
your Orator further states that of certain
goods and chattels possessed by her before said
marriage and which upon said marriage
went into possession of said Christopher he is
still possessed of more than One Hundred
Dollars worth.

Your Orator therefore prays
that said Christopher Brown may be made
Defendant to this Bill, — that said Marriage
between your Orator and said Christopher
Brown may be dissolved; and that said
Christopher may be compelled to pay to
your Orator such alimony as your
honors may deem just and reasonable;
and your Orator, as in duty bound, will
ever pray, &c.

By Allison & Curry
her Solicitors.

The Clerk will issue a Subpoena to
Christopher Brown
March 17th 1847 Allison & Conway Attys

Union Co

Christopher Brown
ats
Mary Brown

Answer.

Dismiss & Adj

Filed May 6. 1847
John Cagle Clerk

Thos Andrews

The answer of Christopher Brown to the bill for divorce and Alimony filed against him by Mary Brown.

The said Christopher Brown saving &c answers said Bill and says: That he denies each and every allegation in said bill except that he was married to said Mary and he and said Mary reside in Union County. As to respondents power of getting the said Mary with child of which said Mary complains he believes she is passed the age of child bearing; and has even arrived at that age when she prefers the property to the person of respondent, and for that reason and that only has filed this bill; and the whole is a mere contrivance of said Mary and others who have confederated with her to cheat and defraud respondent out of his property. The said Mary and her confederates have been for a long period previous to the filing of this bill endeavoring to provoke this Respondent into acts language and conduct which might be used in a proceeding of this kind, while professing the utmost meekness &c. Respondent has treated said Mary and her children with all the consideration and kindness which age and the common infirmities of women and mere temper permit.

Respondent asks to be hence dismissed &c.

Christopher Brown

Wm D Andrews
Sol for Deft

Served the within writ March 10th 1847 by delivering a true copy, together with a copy of the petition to Christopher Brown

Fees. Service 35
mileage 30 = 65

Philip Archer, Sheriff

Mary Brown
vs
Christopher Brown

Divorce

Subpoena

Filed March 22nd 1847
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 Christopher Brown

to appear before the Judges of our Court of Common Pleas, at the Court House, on the 4th day of May next ensuing, to answer a Bill in Chancery, exhibited against him by Mary Brown

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 17th day of March A. D, 1847

John Cassil Clerk of Com. Pleas.

Chancery Case File

Case No. 1847-CH-0002

No. 47-CH-2

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

Adam Beltz Defendant.

JUN TERM. 1843

DECREE FOR PLAINTF

Journal 4 Page 433

Record No. No Record. Page

Ex. Doc. Page

Lyne Starling } Bill
vs } in Chancery
Adam Beltz }
Union Co. Com Pleas

Filed April 17th 1847
John Cassil Clk

Cost bill mad
No. Record

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

Lyne Starling of the County of Franklin and State of Ohio, represents that he was on or about the 17th day of October A.D. 1838 seized in fee simple of a certain tract or parcel of land lying and being in the County of Union and State of Ohio, and which is hereinafter more particularly described. And that one Adam Betty of the County of Logan and State of Ohio being desirous of purchasing said land entered into an agreement with your orator, for the sale thereof to him, and which agreement was reduced to writing and signed and sealed by the said Adam Betty and your orator, and is in words and figures as follows to wit ——— "Articles of Agreement "concluded this 17th day of Oct A.D. one thousand "eight hundred and thirty eight between L. Starling "of Franklin County Ohio of the first part, and Adam "Betty of Logan 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 land "situate in Union County Ohio, to wit 100 "Acres. 78 acres out of Survey No 3749 in name of "James Coleman & 22 Acres out of Survey No 3168 in "name of L. Sullivant, it being the same land "contracted with Wm Pringle on the 19th day of Dec-"ember 1832 & adjoining land sold Mr Asher on the "same day and Military District

"And the said party of the second part, here-"by agrees to pay the said Starling the sum of "Six hundred Dollars — cents in 4 instalments "with interest as follows $190 in hand dollars "$166:66⅔ Dollars on or before the 1st of March 1840 "& the balance in two equal instalments thereafter

"the said party of the second part, having also execu
"=ted his single bills to the said Lyne Starling or or=
"=der 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 de=
"=manda ble 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 sell, and upon the punctual pay
"ment as last mentioned of all of said several
"installments, with interest, to convey by general
"warranty deed, the above described premises, unto
"said party of the second part his heirs and assi
"=gns

"In witness whereof, said parties
"have hereunto set their hands, and affixed their
"seals the day and year first above written

"L. Starling (seal)

"Adam Betty (seal)"

the original of which agreement, as well as ~~well as~~ the said single bills will be produced upon the final hearing hereof

Your orator further represents, that he has been at all times ready and willing and still is ready and willing, to comply with the terms and conditions of said agreement on his part to be performed, and that he has applied to the said Adam Betty, and request=ed him specifically to perform his part of said agreement, but the said Adam Betty hath hitherto wholly neglected and refused so to do.

Your orator therefore prays, that

the writ of Subpoena may issue against the said Adam Betty, and that he may be compelled to answer all and singular the premises

And your orator further prays that on the final hearing of this cause, the said Adam Betty may be decreed to pay your orator, said money according to the tenor of said agreement, with their interest, and such damages as your orator may have sustained by reason of the premises, and in default thereof that the aforesaid and described land be sold to pay the amount of such decree, with the costs and &c. that may accrue, and that your orator may have such other and further relief in the premises as equity and good conscience may require

W. B. Parris Jr.
Solicitor for Complainant

Daman Belts

ads

Lyne Sterling

Answer
in Abey

Filed June 8th 1807
John Cassil Clk

By BBl.

Separate Answer of Adam Betty defdt and to a bill in Chancery exhibited against him by Lyne Starling in the Court of Common Pleas of Union County Ohio —

And the said Adam Betty now 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 to — says that it is true that Deft. on the 17th day of October A D 1840 did purchase of complainant the land described in said bill and that a written agreement was entered into between the parties giving the conditions of said sale ~~bargain~~ whereby it was agreed that the Deft. was to pay six hundred dollars for said land as follows one hundred and ninety dollars in hand — which sum was paid by Deft. at date of the agreement — one hundred and thirty six dollars & 66 cents — and the last mentioned sum on or before the 1st day of March 1841 each year thereafter for two years all of which sums made up the six hundred dollars the amt. of the purchase money — for the deferred payments the defendant gave his single bills for the amounts as above specified — payable according to the conditions of the said written agreement which agreement is herewith filed and made a part of this answer and marked (A) — And this defendant further answering says that the allegation in said bill that the single bills given

by Deft for the defend payments amounted to one hundred & sixty six dollars & 66⅔ cents each — if there is a mistake in drawing the notes — as ~~that the~~ will be seen by reference to the written agreement as well as by computation — for the first payment of a hundred and 90 dollars with the three notes of $166.66⅔ each would amount to $690 — while ~~but~~ $600 is the amount claimed by Complant as the original amt of the purchase money — And this defendant further answering says that he paid the further sum of one hundred dollars on said contract, on the 3d day of August 1841 — as evidenced by a receipt from complainant hereunto filed and marked (13)

And the defendant further says that he admits the truth of the other allegations in said bill and that he is ready to pay the balance of the ~~money after satisfy~~ six hundred dollars with the interest (after deducting the two hundred and ninety dollars which he has already paid as above stated), upon receipt of a good general warranty deed for said land. — and having thus fully answered he prays that ~~the decree~~ on final hearing

a decree may be entered in accordance with this amt. disclaiming this answer - and the accompanying exhibits - and as in duty bound &c &c

Adam Betts

By P. W. Cole his Solr.

Union Com Pleas

Lyne Sterling
vs
Adam Betty

Sub in Chancery

190
136.66
136.66

463.33
136.66

599.99

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Adam Betty

to appear before the Judges of our court of common Pleas, at the court house, on the 4th day of May next ensuing, to answer a Bill in chancery, exhibited against him by Lyne Sterling

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 17th day of April A. D. 1847

L. S.

John Cassil Clerk of com. Pleas.

A true copy of original writ;

Philip Snider Sheriff, Union county, Ohio;

April 22nd 1847 Served this writ by delivering a
certified copy of the within writ to the within named
Adam Beltz

Fees. Service 35
Copy 10
mileage 50 = 95

Philip Snider Sheriff

Minor Ann Page
vs
Adam Beltz
Adm. Sale

Filed April 23 1847
John Lafin Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Adam Beltz

to appear before the Judges of our Court of Common Pleas, at the Court House, on the 4th day of May next ensuing, to answer a Bill in Chancery, exhibited against him by Lyne Starling

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

Witness John Cassil, Clerk of our said Court, at the court house, this 17th day of April A. D, 1847

John Cassil Clerk of Com. Pleas.

Chancery Case File

Case No. 1847-CH-0003

No. 47-CH-3

Union Common Pleas Court.

John W Robinson Guar,
Plaintiff,

AGAINST

Alex R Mitchell
Defendant.

AUG TERM. 1847

DECREE FOR PLAINTF

Journal 4 Page 49

Record No. 5 Page 98

Ex. Doc. 1 Page 538

In Union Com Pleas

John W Robinson
Guardian of S. C. Mitchell
vs
Alexander R. Mitchell

Pet for Par

Filed April 25th 1847
John Cassil, Clerk

Cost Bill made

Record

Recorded

Allison & Curry

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

Your Petitioner John W Robinson Guardian of John C Mitchell a minor, both of the County of Union aforesaid, represents, that his said ward has a legal right to, and is seized in fee simple of an undivided moity or half part of the following real estate, situate in the County of Union and State of Ohio, containing about three hundred acres, being part of Survey No. 2879, and bounded on the North, by lands now or lately occupied by the heirs of John Brown, on the South by Darby Creek and on the West by lands now or lately owned by Samuel Mitchell, James Mitchell, and David Mitchell. And your petitioner further represents, that Alexander R Mitchell of the same County, who is a minor, is a tenant in common with your petitioner in the said premises.

Your petitioner therefore prays, that partition of said lands may be made, and the interests of the said John C, and Alexander R be set off to each in severalty, or if the same cannot be done without manifest injury, that then such other proceedings may be had in the premises as are authorized by law.

By Allison & Curry His Attys.

Union Com Pleas

John W Robinson
Guardian
vs
Alexander R. Mitchell

Debt in Chys

Filed June 25th 1849.
John Copsie, Clerk

Service on the 23 day of June A.D. 1849
by delivering a certified copy of this writ
to the within named defendant
Fees - mileage 50
service 35
copy 15

Philip Auter Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon, Alexander R Mitchell

to appear before the Judges of our Court of Common Pleas, at the Court House, on the 3d day of August next ensuing, to answer a Petition for Partition ~~in Chancery~~, exhibited against him by John W Robinson guardian of J C Mitchell demanding partition in a tract of land containing about 300 acres in Survey No 2879. which the said J. C. Mitchell & Alexander R Mitchell own as tenants in common, 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 22 day of June A. D, 1847

John Cassil Clerk of Com. Pleas.

In Union Com Pleas

Alexander R Mitchell
ads
John W Robinson
Guardian &c

Answer -

Filed Aug. 3d 1847
John C Cassil, Clerk

D. C Longsty

The answer of Alexander R Mitchell infant defendant to the Petition for partition of John W Robinson Guardian of John C Mitchell, by S. C. Doughty his Guardian ad Litem.

And the said Alexander R Mitchell by S. C. Doughty his Guardian ad Litem now comes and for answer to the said Petition of the said John W Robinson, says that he knows of no reason why partition should not be made as prayed for in said Petition, And prays to be dismissed &c —

Alexander R Mitchell
~~by S. C. Doughty his~~
~~Guardian ad Litem.~~
S. C. Doughty ~~Atty for~~
Guardian ad Litem

Union Com Pleas

John W. Robinson
Guardian of J. C. Mitchell
vs
Alexander R. Mitchell

Answer this writ August 5, 1849
Service 1.00
Mileage .35
Philip Auler Sheriff

147
12
1764
163
1927

Filed Aug 5 1849
John Carrit Clk

701
71
711
78
789
71
711
67
789
78

179
12
148
41
384
179
78

The State of Ohio Union County ss.
To the Sheriff of said County Greeting
We Command you that without
delay by the Oaths of Andrew S.
Alden William Orr and James
Reed 1st you cause partition to be
made of the following lands to wit.
three hundred acres of land being part of
Survey No. 2879. and bounded on the North
and East by lands now or lately occupied
by the heirs of John Brown on the South
by Darby Creek and on the West by lands
now or lately owned by Samuel Mitchell
James Mitchell and David Mitchell
and in the following proportions to wit.
to the following persons.
to John C Mitchell one equal half
part and to Alexander R. Mitchell
one equal half part and that
your proceeding in the premises you
distinctly certify under your hand
to our Court of Common pleas within
and for the said County of Union
together with this writ forthwith
witness John Cassil Clerk
of said Court at the Court
House this 3d day of
August A.D. 1867

John Cassil Clk

Commissioners
Re Grant

Filed Aug 5 1847
John Cassie Clk

We the undersigned Commissioners on partition on a part of survey No 2879 for John C. Mitchel & Alex R Mitchel Heirs of David Mitchel Dec'd under order of the Court of Common Pleas of Union County Ohio at there August term for 1847. would Report that ~~they~~ we have had survey and partition to be made of the premises named in sd order as follows to wit to John C. Mitchel one equal half containing 163 acres Lot No. 1. Marked A and to Alex. R. Mitchel one equal half containing 163 acres Lot No. 2. Marked B on the plat and survey here with returned to which reference is had for more particular discription and Bounds, all of which is respectfully submitted

August 5th 1847

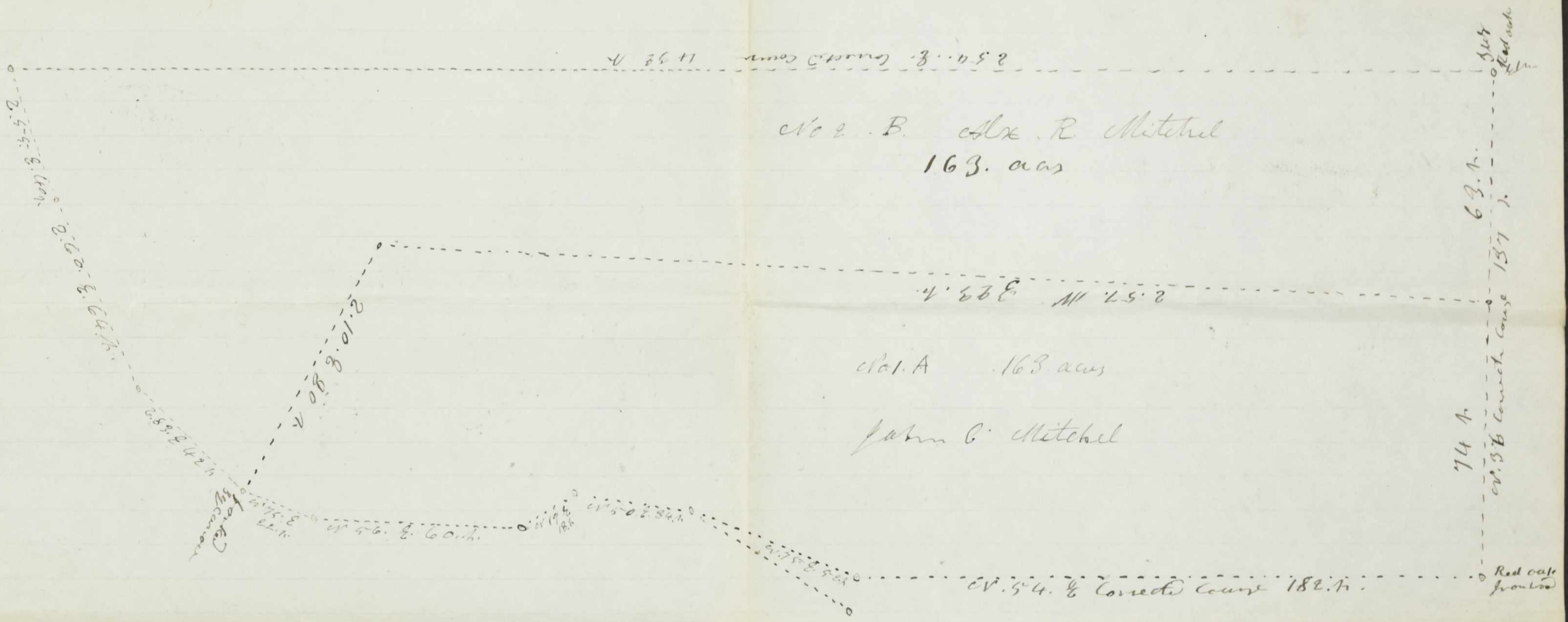
Andrew S Alden
James Reed 1st Commissioner
Henry Orr

Commissioners fees

William Orr a day	$2.00
James Reed 1st "	2.00
Andrew S Alden "	2.00
	$6.00

Surveyors Report

Filed Aug 5 1867
John Garrick Clk



I Here by Report that I proceeded on the 8th day of August 1847 under the direction of James Reed & Andrew Sheldon & William Orr Commissioners in partition to survey and divide a lot of land in Survey No 2679. between John C. Mitchel & Alx. R. Michel Heirs of David Mitchel dec'd as follows for John C Mitchel Beginning at a Red oak & pin wood Southerly Corner to Lands owned by the Heirs of John Brown from thence running with Browns line N 36 W. thence the Corrected Course 74 poles to 3 Hickory Elm & Maple thence South 57 West 323 poles to a stake witness 2 white ashes thence South 10 East 80 poles to a forked sycamore on the North Bank of the creek thence down the creek with the meanders thereof N. 75. E 22 p. N 56. E 60. p N 19. E. 18. p N. 50. E. 34 p N. 75. E 52 poles to the lower line of the Survey thence with 3d line N. 54. E thence the Corrected Course 182 poles to the beginning Containing 163 acres it being lot No 1 marked A on the above plat

Also to Alx R. Mitchel as follows beginning at a sycamore Red oak & Elm North by Corner to the lot first run thence running South 54 West thence the Corrected Course 432. poles to the creek thence down the creek with the meanders thereof South 57. E. 40 p South 60. E. 64. p South. 83. E. 42. poles to forked sycamore on the North Bank of the creek corner to John C. Mitchels lot thence with his line N. 10 W. 80. p to a stake thence N. 57 E. 323. poles to 3 Hickory & Maple 3d John C. Mitchels corner thence North 36 West Corrected Course 63 poles to the beginning Containing 163 acres being lot No 2 marked B on the above plat which is a correct Diagram of both lots August 4th 1847

William R. Johnson County Surveyor U.C.O.

Cost of survey

Eliza Folly 2 days carrying Chain at 75c per day	$1.50
Moses Mitchel " " " "	1.50
William B. Irwin surveying platting calculating & Recording	5.00
	8.00

Filed July 30. 1849
J Kirkpatrick Clerk

John W. Robinson Guardian
of John C. Mitchell
vs.
Alexander R. Mitchell ~~Robinson~~

Partition.

Issue execution for costs
due Pltffs Attys in this case

To the Clerk of Union
Common Pleas.

Allison & Curry
Atty's for Pltff.

Dated July 30th 1849

537

John W Robinson Guard of
John C Mitchell
vs
Alexander R Mitchell

for Costs	$23.18
Int on same	1.09
Writ	.41

Ex Decr. 28. 1847. $13.18

Filed August 9. 1849
James Knitkadep clerk

Recorded

Rec'd this writ July 31. 1849. money made in full August 8. 1849.
Fees = mileage 40
Service 35
Mileage 23 = .98

Philip Shriver Sheriff
By William Wells Deputy

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Union GREETING:

WHEREAS, in a certain action in Partition lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein John W. Robinson Guardian of J. E. Mitchell was plaintiff, and Alexander R Mitchell was defendant; the costs (original and increase) of the said John W. Robinson as Guardian of J. E. Mitchell are taxed at Twenty three dollars Eighteen cents, and interest up to this date One ——— dollars 09 — cents. You are therefore commanded, that of the goods and chattels, or for want of goods and chattels, of the lands and tenements of the said John W. Robinson as Guardian of J. E. Mitchell in your bailiwick, you cause to be made the costs and interest aforesaid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of the Court of Common Pleas, within and for the said County of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, ~~JOHN CASSIL~~ James Kirkadeff, Clerk of said Court at the Court House in Marysville, this 31st day of July A.D., 1849.

James Kirkadeff CLERK.

Ex - 538

John W. Robinson Guardian of L. C. Mitchell,
vs
Alexander R Mitchell

Pr. Costs	$23.18
Interest on same	1.09
Writ	.41

Cr Decr. 28. 1847 = $13.18

Filed August 9. 1849
James Kirkadoff clk

Recorded

Received this writ July 31 1849. Money made in full. August 8. 1849
Fees - Mileage 40
Service 35
Boundage 23 = 98

Philip Shider Sheriff
By William Wells Deput

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Union GREETING:

WHEREAS, in a certain action in Partition — lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein John W Robinson Guardian of John C Mitchell was plaintiff, and Alexander R Mitchell was defendant; the costs (original and increase) of the said Alexander R Mitchell are taxed at Twenty three — dollars Eighteen cents, and interest up to this date One — dollars 09 — cents. You are therefore commanded, that of the goods and chattels, or for want of goods and chattels, of the lands and tenements of the said Alexander R Mitchell in your bailiwick, you cause to be made the costs and interest aforesaid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of the Court of Common Pleas, within and for the said County of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, ~~JOHN CASSIL~~ James Rinkadeer, Clerk of said Court at the Court House in Marysville, this 31st day of July A.D., 1849.

James Rinkadeer CLERK.

Chancery Case File

Case No. 1847-CH-0004

No. 47-CH-4

Union Common Pleas Court.

Rodney Pickett et al
Plaintiff,

AGAINST

Alexander Pollock et al
Defendant.

MAY TERM, 1849

Discontinued

Journal 4 Page 201

Record No. Page

No Record.

Ex. Doc. Page

No 14

In Union Com Pleas

Rodney Picket et als

vs

Alex^r Pollock et als

Bill in Chancery

Filed April 23^d 1847
John Cafard, Clerk

Allison & Curry
$16.00

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

Humbly complaining your Orators Rodney Pickett, John Cassil, Jeremiah Cassil, Joshua Judy, and William N. Woods, ~~represent that~~ of the County and State aforesaid, represent that Alexander Pollock of the same place (and whom your Orators pray may be made defendant to this Bill) being or pretending to be seized in fee simple, of certain Lots and tracts of land, situate in said County of Union and described as follows

1st Being certain tract part of Survey No. 4069 Virginia Military Land. Beginning at a hickory (now a stake) in the east line of said Survey, thence S 10° W. 118 poles to a hickory & dogwood (originally called by mistake Hickory and white elm), thence S 79° W. 150 poles to a stake in the London Road, thence with the angles of said road N. 17° E. 54 poles to a stake, thence with said road N. 11° E. 74 poles to a stake, corner to a lot sold by John B Beard to Silas G Strong, thence with said Strong's line N. 79° West 103 poles to the begining containing ninety two and one half acres more or less.

2nd Also one other tract, part of Survey No 3354 patented to Stephen J Mason, Begining at a stake in the State Road leading from Marysville to London South East corner of the lot sold to James H. Gill, thence N. 49° W. 55 poles to a stake in the Marysville and Milford road, thence with said road S. 41° W. 204 poles to a stake in the south line of the original Survey No 3354, thence with said original line, correcting the course thereof N. 81° E. 160 poles to a stake in the said Marysville and London Road, thence with said road N. 12° E. 94 poles to the begining containing eighty five acres.

3d Also one other tract, part of said Survey No 3354, and between the London and Milford roads near Marysville

begining at a stake in the Centre of the Milford State road, corner to a lot sold by S. H. Gill to John Cassil. thence S. 41°. W. 28 poles to a stake in the centre of said road thence S. 49°. E. 60 poles to a stake in the centre of the London road, - thence with said road N. 11°. 30'. E. 24 poles to a stake in the east original line of said Survey, thence with said line, N. 9° 25'. W. 9 poles and links to the corner of the lot sold to John Cassil as aforesaid, thence N. 49°. W. with the line of the lot sold to said Cassil, to the place of begining, containing nine acres more or less.

4th Also one other tract or piece of land, being part of survey No. 3351, Begining at the junction of the London and Milford State roads, in the Centre of said roads, South of the Town of Marysville - thence with the Milford State road, by the present point of the Compass, S. 40° W. 50 poles to the South line of said original Survey No 3351. - thence with said line correcting the Course thereof, S. 9°. E. 65 poles to the Centre of the London State road, - thence with said road N. 12°. W. 105½ poles to the place of begining, containing seven acres, two roods, and twenty nine perches more or less.

5th Also the following In Lots in the Town of Marysville. to wit, Nos. (96) ninety six; - seventy three (73); - and eighty five (85) as will more fully appear refference being made to the Recorded plot of said town.

6th Also the following parts of In Lots in said Town of Marysville, to wit:- the North half of In Lot No (62) Sixty two; - the west half of In Lot Number twenty nine (29); a part of In Lot number fifty one (51), bounded as follows, to wit; begining at the North East corner of said Lot, one pole west of the Old Court House, on the alley, thence South three poles to a stake, thence West two poles to a stake, thence North three poles to ~~a stake~~ the front line of said Lot, -

thence on the front line East two poles to the place of begining containing six rods of ground more or less, as deeded to said Pollock by Lyman Lee & wife. Also another part of the same lot No. 51, which was deeded to said Pollock by Silas Strong & wife, bounded by the part above described on the North, extending the said East and west lines, south so that a line running east and west five feet north from the original south line shall be the south line, for a further description of said lots, reference is made to the Recorded plat of said Town,

7th Also one other piece or parcel of land situate in the county aforesaid, begining at a stake in the Centre of the Milford road, corner to Wm. C. Lawrence's land, thence with his line S. 57° 30. E. 54 poles to a stake, — thence S. 29° 30 west 33 poles to a stake, — thence N. 51°. 30. W. 60½ poles to a stake in the centre of said Milford road; — thence with said road N. 40. E. 31 poles 5 links; — thence N 81° 20. E. two poles to the begining, being part of Survey No 4069 and containing twelve acres more or less.

8th Also, an undivided one hundred acres of land in the Virginia Military Survey No 4405, which was entered and surveyed for Benjamin Grimes, and patented to his heirs, containing thirteen hundred, thirty three and one third acres, on the waters of Mill Creek, in the said County of Union, Ohio.

9th Also one other piece or parcel of land situate in said County of Union, being part of Survey No 3354, Begining at a stake in the Centre of the Milford road, in the East original line of said Survey, thence S. 41° W. 32 poles, to a stake in the centre of the Milford road aforesaid, — thence S. 49°. E. 40 poles to a stake in the line of said Survey, — thence with said east line N. 9° 25. W. 52 poles to the begining, containing four acres more or less. And the said Alexander Pollock being in want of Two thousand dollars, and

being about to make application to the Franklin Branch of the State Bank of Ohio, for a loan to that amount, he did in or about the month of July A.D. 1846. apply to your Orators and one William W. Steele (whom your Orators pray may be made a defendant to this Bill), to become his endorsers for the said sum of Two thousand dollars, to the said Franklin Branch of the State Bank of Ohio, in consideration of which he was to secure your Orators and the said Steele from liability, by a mortgage upon all the aforesaid premises, that your Orators and the said Steele, did bind themselves as securities by becoming the endorsers of the said Alexander Pollock, to the said Bank for the said sum of two thousand dollars, and thereupon the said Alexander Pollock, to secure your Orators and the said William W. Steele, ~~against~~ all liability from their said suretiship, ~~did~~ by his deed duly executed and dated on or about the ninth day of July A.D. 1846 conveyed the same premises to your Orators and the said William W. Steele, in fee simple, but subject nevertheless to a condition of defeasance on the payment of the said sum of Two thousand dollars, in full, to the said Franklin Branch Bank, or their assigns, with interest when the same should become due, (to wit, five months after the date thereof which date was the said ninth day of July A.D. 1846) and the keeping your Orators and the said Steele clear from all costs and charges in that behalf, as in and by said deed of mortgage, which is herewith filed and made part of this Bill, will more fully appear.

Your Orators further represent that neither the said sum of Two thousand dollars nor any part thereof was paid to the said Franklin Brach Bank by the said Alexander Pollock at the time limited

in that behalf; whereby your Orators ~~and~~ (the said Steele having in the mean time removed from the State) were compellable to pay the said sum of money with interest, to said Franklin Branch Bank as sureties for said sum, ~~upon~~ ~~judgment~~.

Your Orators further represent that on or about the 4th day of January A. D. 1847, (the said moneys and every part thereof still remaining unpaid by the said Pollock their principle) they did (being called upon so to do) pay the said moneys to the said Franklin Branch Bank, as they, as such sureties were bound to do; whereby the legal estate in all the aforesaid premises became vested in your Orators, (the said Wm W Steele having paid nothing) redeemable nevertheless in equity on payment of the principle and interest due and to become due thereon, to your Orators together with all costs and charges incurred by them in that behalf or that might be incurred by them of which they have already incurred a large amount, to wit, the sum of two hundred dollars, and will incur a large amount hereafter: That the said sum of Two thousand dollars principal and a large ~~arrear~~ of interest thereon being due together with a large amount in costs and charges, being due, they applied to the said Alexander Pollock and requested him to pay the same to your Orators, which he has hitherto wholly neglected and refused to do.

Your Orators further state that one James E. Harriott (whom they pray may be made a defendant hereto) claims an interest in said premises by virtue of a levy made about the month of

he having at the time notice of your Orators said lien
December A.D. 1846. Your Orators aver that their
Mortgage lien aforesaid is entitled to a priority
over the said lien of the said Harriott.

Your Orators further represent, that the Clinton
Bank of Columbus located in Columbus
Ohio, claim an interest in the piece or parcel
of land first herein described containing
ninety two and one half acres, being part of
Survey No. 4069. by virtue of a levy made on
or about the 19th day of September A.D. 1845. upon
an execution against the said Alexander
Pollock (with others) as surety for Stephen
McLain and Silas G Strong. and your Orators
aver that the said execution was abundantly
satisfied by former levys upon other property
and by payments.

Your Orators therefore pray, that the writ
of subpoena may issue against the said Alexander
Pollock, William W Steele, James E Harriott and
the Clinton Bank of Columbus: that they may
be compelled to answer, under oath all and singular the
premises: that the interest of the said William
W Steele in said mortgage may be decreed to
your Orators: that an account may be taken
of what is due to your Orators for their principal
and interest upon said mortgage, and their costs
and charges in that behalf: that said mortgaged
premises may be sold, and the proceeds thereof
applied to the satisfaction of said principal
interest, costs and expences. that the priority
of liens may be established between your
Orators and the said James E Harriott and
Clinton Bank of Columbus and that
your Orators may have such other

and further relief in the premises as equity and good conscience may require.

By Allison & Curry their
~~Attorneys~~ Solicitors

The Clerk will issue subpoena to Sheriff of Union County for Alexander Pollock, Wm W. Steell, and James E Harriott — and to the Sheriff of Franklin County for the Clinton Bank of Columbus.

Allison & Curry Solts

Union Com. Plea

R. Picket et al

vs

Alexr Pollock et al

Sub. in chancery

Filed April 24th 1847
John Cassil Clerk

Served this writ April 24th 1847 by delivering a true copy to James C. Harriott and one to Alexander Pollock Wm W. Steel not found

Fees Service 55
Copies 20
mileage 6 — 80

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 Alexander Pollock, Wm. W. Steele & James C. Harriott

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 them ~~by~~ et als, by Rodney Picket, 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 23d day of April

A. D, 1847

John Cassil Clerk of Com. Pleas.

April 29 1847

Served this writ on the
within named Defendant Jerome D
Bingham of the Clinton Bank of Olinda
by delivering personally to the Cashier
of said Bank a certified copy hereof
Attest Zachariah Hawley

Sheriff's Fees
Mileage 1 .20
Serv. .25
Ret. .25
.70

Union Common Pleas

Rodney Ficket et al
vs
Alexander Pollock, et al

Filed May 4. 1847
John Cassil Clerk

The State of Ohio, Union County, ss.

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

We command you, that you summon The President, Directors & Company of the Clinton Bank of Columbus

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 them, ~~by~~ and others, by R. Picket et al

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

Witness John Cassil, Clerk of our said Court, at the court house, this 23d day of April A. D, 1847

John Cassil Clerk of Com. Pleas.

Filed Aug 29 1847
John Grassie clerk

R Pickett et als
vs
Alexander Pollock et als

Chancery, In Mercer Com Pleas
Order of Sale

Issue an Order of Sale in the above case to Sheriff

To John Cassil — Clerk —

Allison & Conry Attys for Plfs —

Parry 12th 1848

Union Com. Pleas

James E Hammet
ads

Rodney Picket et al

Answer in Chy.

Filed June 30th 1847
John Capsil Clerk

By P. B. C.

James E Harriott et al
ads
Rodney Picket et al } Answer in Chy.

The separate answer of James E Harriott one of the defendants to a bill in Chancery exhibited against himself and others in the Court of Common Pleas of Union County Ohio by Rodney Picket John Carrol Jeremiah Carl Joshua Judy and Wm Woods

And the said James E Harriott now comes and for answer to the said bill of the complainants so much thereof as he is advised is material for him to answer unto says that he this defendant admits that a mortgage was executed to the complainants by Alexander Pollock one of the defendants for the lands and tenements in the bill described, but whether the said complainants have paid the debt of the said Pollock to the Franklin Branch of the State Bank of Ohio for which the said complainants were called as ~~sureties~~ endorsers on the same for liability for which said mortgage was executed, this defendant does not know. This defendant further answering says that he did cause the premises in the bill described to be levied upon by the Sheriff of this County to satisfy a judgement obtained by this defendant against the said Pollock in your honorable court at the October Term thereof A D 1846 on the law side, for the sum of two hundred & ninety eight dollars & 35 cents damages and eight dollars & 42 cents costs with accruing costs.

and this defendant further answering says that his said judgement & Costs still remains unpaid ~~except~~ & unsatisfied except about the sum of $20.86 cents which was made by the sale of some personal property, and a levy which still remains upon eight acres of wheat in the Ground of small value, and that a return was made by the Sheriff on said Execution that no further goods & chattels remained whereon to levy pursuant to the levy upon said real estate.

And this defendant further answering says that the Complainants have other securities ~~again~~ for the payment of their Claim as he is informed & verily believes. Consisting of a mortgage on a farm in Delaware County Ohio worth more than one thousand dollars as ~~you~~ this Deft is informed, and as he has charged in a cross bill filed in this Case, And having thus fully answered prays that on final hearing the Complainants be decreed to pursue & exhaust their securities in Delaware County and all other property said Pollock on which they have an exclusive lien for the payment of their said debt before they are permitted to apply any of the money arising from the sale of the mortgaged premises in the bill described.

James E. Hassett

By P. B. Cleveland his Sol.

State of Ohio
Union County } ss. Personally appeared before me
James E Harriott who being
duly sworn deposes and says that All the
several matters and things set forth in the foregoing
answer as from the information of others he verily believes and that
all the several other matters & things therein set
forth are true in substance & in fact

Sworn to & subscribed J. E. Harriott
before me this 30 June 1847.
James M. Williams J.P.

Union Com pleas

Clinton Bank
vs
ads
Pickett vols —

Answer in Chy.

Filed July 27th 1847
John Cassil Clk

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

The answer of the President Directors and Company of the Clinton Bank of Columbus Defendants to the Bill of Rodney Pickett, John Caples, Jeremiah Cline, Joshua Judy and William W. Woods Complainants:

The said Defendants now come and for answer to the said Bill of the said Complainants say: That on the third day of October A D 1837, or about that time, in the law side of this Court, they had a judgment for the sum of Seven hundred and one Dollars and Seventy Cents damages, and Costs taxed at Dollars, entered in their favor against Stephen McLain, Silas T. Strong and Alexander Pollock: that subsequent thereto and prior to the 19th day of September A D 1845 at their instance Execution has issued on said judgment and a levy had on certain real property then belonging to one of their said judgment Debtors, (and as your respondents believe the said property belongs to said Stephen McLain): that by means of Venditions Exponas issued from time to time, your respondents endeavored to effect a sale of said premises so levied on, but in so doing wholly failed, so that on the said 19th day of September A D 1845 no part of said premises was sold, and no part of said judgment was paid out of said premises: that finding it wholly impracticable to make their money due on said judgment out of said premises (although the same had repeatedly been offered for sale as aforesaid) your Respondents for the better securing and the more readily collecting a large balance then due them on said judgment, did on or about the said 19th day of September A D 1845, as changed by Complainants, order the proper process and thereby had a levy made on a tract of land containing Ninety two and one half acres belonging to said Pollock and particularly described in said Bill of Complainants; and your Respondents insist that they has a clear and perfect right to make such levy, and that the same is legal and valid in all respects, and that by virtue of such levy they have a prior and a better lien on said tract of Ninety two and one half acres than have said Complainants or either of them.

Your Respondents aver that at the time of said levy on said tract of Ninety two and one half acres, to wit on or about the 19th day of September A D 1845, there was due them and unpaid on their said judgment (exclusive of Costs) the sum of Four Hundred and fifty one Dollars and fifty Three Cents with interest on the

same from May 21st A D 1840 - and that no part of the said balance has been since paid, but that it is all due and unpaid at this time.

Your Respondents deny that their said judgment was satisfied in whole or in part by any levy or levies made under the same prior to their said levy on said Ninety two and one half acre tract on or about the said 19th day of September A D 1845; and do deny that said judgment has ever been satisfied by any levy or levies made either prior or subsequent to said 19th day of September A D 1845: And they do also deny that said judgment has ever been satisfied by means of payments on the same, but charge the fact to be that there is now due and unpaid on said judgment (exclusive of Costs) the sum of Four Hundred and fifty one Dollars and fifty three cents with interest on the same from the twenty first day of May A D 1840, leaving a balance now due your Respondents of about Six hundred Dollars, all of which is now due and unpaid.

Your respondents pray that their rights may be properly protected in the premises, and that they may be hence dismissed with their Costs &c.

The answer of the above named defendants The President, Directors and Company of the Clinton Bank of Columbus was taken under the Common Seal of the said Corporation as by the said Seal affixed appears, at their Banking House in the City of Columbus.

attest

D M Dexter Cashr
Clinton Bank of
Columbus

Rodney Pickett et als
vs. } Chy:
A. Pollock et als.

Separate answer of
W. W. Steele.

Filed Sept. 20th 1847
John Cafoil, Clerk

The separate answer of William W. Steele to the Bill in Chancery exhibited against himself and Alexander Pollock, John Pickett, Rodney Pickett, John Capil, Jeremiah Curl, Joshua Judy and William W. Woods, in the Court of Common Pleas of Union County, Ohio:

The said William W. Steele now comes and for answer to the said Bill of said Complainants says that all and singular the matters and things contained and alleged in said Bill are true in substance and in fact; and this respondent waives process and service thereof, and enters his appearance in said Cause, and hereby consents that a decree be rendered in accordance with the prayer of said Bill, at the October Term of said Court, A. D. 1847. And having thus fully answered, he prays to be hence dismissed.

Wm. W. Steele

Union Comm. Plas

James E Marrott

vs

Rodney Pickett Etc

Amended Answer

Filed Sept 2nd 1847
John Cassil Clk

By P.B.C.

To the Court of Common Pleas within & for the County of Lenawee & State of Ohio.

The amended answer of James E Hancott one of the defendants to an original bill exhibited against himself and others by Rodney Tucker John Lamil Jeremiah Earl Joshua Fordy & Wm W Woods, made in pursuance of leave obtained from the Court for that purpose

And the said James E Hancott now comes and for further answer to the complainants said original bill says, that since the filing of this defendants original answer in this cause he has discovered that the mortgage under which the complainants claim to hold the premises in the original bill described is attested by only witness — the statute requiring two witnesses, — and this defendant further saith that judgment upon said premises by virtue of his execution against Alexander Pollock the mortgagor was prior to the filing of the complainants second bill to foreclose their said mortgage — Wherefore this defendant insists that his lien by virtue of his said judgment and levy on said premises is preferable to ~~any~~ any lien the said complainants could have by ~~their~~ or under their said mortgage so defectively executed as aforesaid

Wherefore he prays that on final hearing of this Case ~~the hearing of it~~ and adjusting the different liens on said premises in the bill described, that defendants said lien may be preferred to and paid out of the proceeds of the sale of said premises preceding to the lien of mortgage of Ann Plants and as in duty bound he will ever pray &c

P. B. Cole Sol
for Deft

In Union Com Plas

Alexander Pollock
vs
Rodney Pickett et als

Answer

Filed Oct 8 1857
John Cassie Clk

The separate answer of Alexander Pollock to a Bill in Chancery exhibited against himself and others, in Union Common Pleas, by Rodney Pickett and others.

And the said Alexander Pollock comes and ~~defends~~ for answer to so much of said Bill as he is advised it is material for him to answer, says, that he admits the execution of the said Mortgage deed as the Complainants have charged in said Bill, which was executed in good faith by this Respondent, but by a mistake or oversight but one witness appears to have attested to the execution. Respondent also admits the payment by the Complainants of the said claim to the said Franklin Branch Bank, as charged in said Bill. Respondent therefore consents to a foreclosure of the said Mortgage and sale of the Mortgage premises as prayed for in said Bill, and having thus fully answered he prays to be hence dismissed. &c

A. Pollock

R Pickett et als
vs
A Pollock

Appraisment
real Estate

Filed march 20th 1848
John Cassel Clk

R Pickett et.als. } We the undersigned being called upon
vs } by Philip Snider Sheriff of Union County,
A Pollock } Ohio. to appraise the following described
real estate, to wit; Situate in the County
aforesaid being part of survey No. 4069. Virginia Military
land begining at a hickory (now a stake) in the east
line of said survey thence S. 10° W 118 poles to a hickory &
dogwood (originally called by mistake hickory and white
elm) thence S 79° W 150 poles to a stake in the London road
thence with the angles of said road N. 17. E. 54 poles
to a stake. thence with said road N. 11.° E 74 poles to
a stake corner to a lot sold by John B. Beard to Silas G.
Strong thence with said Strongs line N. 79. W. 103 poles
to the begining containing ninety two and one half
acres more or less. Also one other tract part of survey
No. 3354 patented to Stephen J. Mason begining at a stake
in the State road leading from Marysville to London
south east corner to the lot sold to James H. Gill. thence
N 49° W 58 poles to a stake in the Marysville and Milford
State road thence with said road S. 41.° W. 204 poles to
a stake in the south line of the original survey No. 3354
thence with said original line correcting the course there=
of N 81.° E. 160 poles to a stake in the said marysville and
London road thence with said road N 12° E 94 poles to the
begining containing eighty five acres. Also one other tract
part of said survey No. 3354. and between the London and
Milford roads near Marysville, begining at a stake
in the centre of the Milford State road corner to
a lot sold by J. H. Gill to John Cassil thence S 41° W
28 poles to a stake in the centre of said road thence S
49.° E 60 poles to a stake in the centre of the London road
thence with said road N 11.° 30 E 24 poles to a stake in the
east original line of said survey. thence with said line
N 9° 25 W 9 poles and links to the corner of the lot sold to
John Cassil as aforesaid. thence N 49.° W. with the line of the
lot sold to said Cassil to the place of begining containing

nine acres more or less. Also one other tract or piece of land being part of Survey No. 3351. begining at the junction of the London road and Milford State roads in the centre of said roads South of the town of Marysville thence with the Milford State road. by the present point of the compass S. 40.° W 50 poles to the South line of said original survey No. 3351 thence with said line correcting the course thereof S 9.° E 65 poles to the centre of the London State road. thence with said road N 12.° W 105½ poles to the place of begining containing Seven acres two roods and twenty nine perches more or less. Also the following In lots in the town of Marysville, to wit: Nos. (96) ninety six: Seventy three (73) and Eighty five (85) as will more fully appear refferance being made to the recorded plat of said Town. Also the following parts of In lots in said Town of Marysville. to wit: the north half of In lot No. (62) sixty two the west half of In lot number twenty nine (29): a part of In lot number fifty one (51): bounded as follows to wit. begining at the north east corner of said Lot one pole west of the old Court House, on the alley thence south three poles to a stake. thence west two poles to a stake, thence north three poles to the front line of said lot. thence on the front line east two poles to the place of begining containing six rods of ground more or less. as deeded to said Pollock by Cyprian Lee & wife. Also one other part of the same lot (No. 51) which was deeded to said Pollock by Silas G. Strong & wife bounded by the part above described on the north extending the said east and west lines South so that a line running east and west five feet north from the original south line shall be the south line for a further description of said lots refferance is made to the recorded plat of said town. Also one other piece or parcel of land situate in the County aforesaid begining at a stake in the centre of the Milford road corner to Wm. C. Lawrence's land thence with his line S 57.° 30. E 54 poles to a stake thence S 29.° 30 west 33 poles to a stake, thence N. 51.° 30 W 60½ poles to a stake in the centre of said Milford road

thence with said road N.40 E 31 poles five links. thence N 81.° 20 E two poles to the begining being part of survey N 4069. and containing twelve acres more or less. Also one undivided one hundred acres of land in the Virginia Military Survey No 4405. which was entered and surveyed for Benjamin Grimes and pattented to his heirs containing thirteen hundred thirty three and one third acres on the waters of Mill Creek in said County of Union. Ohio. Also one other piece or parcel of land situate in said County of Union being part of survey No 3354. begining at a stake in the centre of the Milford road in the east original line of said survey thence S 41.° W 32 poles to a stake in the centre of the Milford road aforesaid thence S.49° E 40 poles to a stake in the line of said survey. thence with said east line N.9° 25. W. 52 poles to the begining containing four acres more or less. after having been duly sworn by said Sheriff and upon actual view of said premises we do appraise the same as follows, to wit; the lot containing 92½ acres $12.00 per acre. the lot containing eighty five acres at $20.00 per acre. the lot containing nine acres at $22.00 per acre the lot containing seven acres two roods and twenty nine perches at $35.00 per acre. Lot No ninety six at $50.00. Lot No seventy three at $110.00. Lot No eighty five at $40.00. the north half of In lot No sixty two at $125.00. the west half of In lot No twenty nine at $35.00. the parts of Lot No 51 as above described at $800.00. the lot containing twelve acres at $35.00 per acre. the undivided one hundred acres at $3.00 per acre. the lot containing four acres at $24.00 per acre. Given under our hands and seals this seventh day of February A.D. 1848

C. W. Rosette (seal)

Appraisers fee 2 days each $ 3.00 John D. Irwin (seal)

David R. Sprague (seal)

The State of Ohio, Union County, ss:

Personally appeared the above named C. W. Rosette, John D. Irwin and David R. Sprague 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 this seventh day of February A.D. 1848 Philip Snider Sheriff

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

Philip Snider Sheriff

R Picket et als vs A Pollock

Appraisement

Filed Sept 14. 1848
John Cassil clerk

P. M., the following described Real estate, to wit: situate in the county aforesaid, being part of survey No 3354, patented to Stephen T. Mason, biginning at a stake in the State Road leading from Marysville to London south east corner of the Lot sold to James H. Gill; thence N 49d W 58 poles to a stake in the Marysville and Milford State Road; thence with said road S41 de. W 204p to a stake in the south line of the original survey No 3354; thence with said original line correcting the course thereof N 81d E160p to a stake in the said Marysville and London road; thence with said road N 12d E 94p to the beginning containing eighty-five acres.

Also one other tract part of survey No 3354, and between the London & Milford roads near Marysville, beginning at a stake in the centre of the Milford State Roard corner to a Lot sold by J. H. Gill to John Cassil; thence S 41d W 28p to a stake in the centre of said road; thence S 49d E 60p to a stake in the centre of the London road; thence with said road N 11d 30 E 24p to stake in the east original line of said survey; thence with said line N 9d 25 W 9p and links to the corner to the lot sold to John Cassil, as aforesaid; thence N 49d W with the line of the lot sold to said Cassil, to the place of beginning containing nine acres more or less.

Also one other tract or piece of land being part of survey No 3351, beginning at the junction of the London and Milford State roads in the centre of said roads south of the town of Marysville; thence with the Milford state road by the present point of the compass S 40d W 50p to the south line of said original survey No 3351; thence with said line correcting the course thereof S 9d E 65p to the centre of the London State road; thence with said road N 12d W 105½p to the place of beginning containing seven acres, two roods & twenty-nine perches more or less.

Also the following In-lots in the town of Marysville, to wit. Nos. [96] ninety six, [73] seventy three, and [85] eighty five, and the West half of In-lot [29] twenty nine, as will more fully appear reference being made to the recorded plat of said town.

Also one undivided one hundred acres of land in the Virginia Military survey No 4405, which was entered & surveyed for Benjamin Grimes, & patented to his heirs containing thirteen hundred and thirty-three and one-third acres, on the waters of Millcreek in the said county of Union, Ohio.

Also one other piece or parcel of land situate in said county of Union, being part of survey No 3354, beginning at a stake in the centre of the Milford road in the east original line of said survey; thence S 41d W 32p to a stake in the centre of the Milford road aforesaid; thence S 49d E 40p to a stake in the line of said survey; thence with said east line N 9d 25 W 52p to the beginning; containing four acres more or less.

R Picket et als vs A Pollock

We the undersigned being called upon by Philip Snider Sheriff of Union County, Ohio. to appraise the lands described in the attached notice. After having been duly sworn by said Sheriff and upon actual view of said premises, we do appraise the same as follows. to wit; The lot containing 85 acres at $20.00 per acre. The lot containing nine acres at $20.00 per acre. The lot containing 7 acres 2 roods and twenty nine perches at $46.66⅔ per acre. The lot № 96 at $65.00. The lot № 73 at $100.00, The lot № 85 at $60.00, and the west half of The lot № 29 at $50.00. The lot containing 100 acres (undivided) at $2.91⅓ per acre. and lot containing four acres at $27.66⅔ per acre. Given under our hands and seals this 15th day of August A.D. 1848

B Welch (seal)
S Ressler (seal)
Richd Bancroft (seal)

The State of Ohio. Union County. ss:
Personally appeared the above named B Welch S Ressler and Richd Bancroft 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 this 15th day of August A.D. 1848

Philip Snider Sheriff

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

Philip Snider Sheriff

Received this writ January 24. 1848. had the within described real estate appraised by the oaths of C. W. Rosette John D. Irwin and David Sprague as follows. to wit: 92½ acres at $12.00 per acre. 85 acres at $20.00 per acre. 9 acres at $22.00 per acre. 7 acres two roods and 29 perches at $35.00 per acre. lot No 96 at $50.00. lot No 73 at $110.00. lot No 85 at $40.00. the north half of the lot No 62 at $125.00. the west half of the lot No 29 at $35.00. the parts of lot No 51 as within described at $800.00. 12 acres at $35.00 per acre. 100 acres at $3.00 per acre and 4 acres at $20.00 per acre. and advertised said 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 25th day of April A.D. 1848 between the legal hours of ten O'clock A. M. and four O'clock P. M. offered the same for sale by public auction at the door of the Court house in Marysville in said County.

not sold for want of bidders.

Fees – Mileage – 20
Service 35
Inquest 1.00
advertising 1.25
Appraisers fee 3.00
Pr fee 12.00
Copy of Apprst 1.00

Philip Snider Sheriff

Union Com Pleas
R. Pickett et. al.
vs
A. Pollock
Order of Sale

filed April 25, 1848
John Cowie Clk

The State of Ohio Union County. ss.

To the Sheriff of said County as Special Master Commissioner, Greeting;
Whereas at the October term of the Court of Commons Pleas Continued and held for said County on the 9th day of October AD 1847. in a certain Cause in Chancery therein pending wherein Rodney Pickett et als. Complainants and Alexander Pollock defendant, the Court Ordered and decreed that you expose to Sale the premises in the Bill described as follows to wit, Situate in the County aforesaid being part of survey No. 4069. Virginia Military Land beginning at a hickory (now a stake) in the east line of said survey thence S. 15° W 118 poles to a hickory & dogwood (originally called by mistake hickory and white elm) thence S 79° W 150. poles to a stake in the London road, thence with the angles of said road N. 17. 6.54 poles to a stake, thence with said road N. 11° 6.74 poles to a stake corner to a lot sold by John B. Dearce to Silas N. Strong thence with said Strongs line N. 79. W 103 poles to the beginning containing ninety two and one half acres more or less, Also one other tract, part of survey No. 3354. patented to Stephen T. Mason beginning at a stake in the State road leading from Marysville to London south east corner of the lot sold to James H. Gill, thence N 49° W 58 poles to a stake in the Marysville and Milford State road thence with said road S 41° W. 204 poles to a stake in the south line of the original survey No. 3354. thence with said original line correcting the course thereof N 81° 6.160 poles to a stake in the said Marysville and London road thence with said road N 12° 6 94 poles to the beginning containing eighty five acres, Also one other tract part of said survey No. 3354. and between the London and Milford roads near Marysville, beginning at a stake in the centre of the Milford State road corner to a lot sold by J. H. Gill to John Cassil thence S 41° W 28 poles to a stake in the centre of said road thence S 49° 6 60 poles to a stake in the centre of the London road, thence with said road N 11° 30 6 24. poles to a stake in the east original line of said survey, thence with said line N 9° 25 W. 9 poles and links to the corner of the lot sold to John Cassil as afore said, thence N. 49° W. with the line of the lot sold to said Cassil, to the place of beginning containing nine acres more or less, Also one other tract or piece of land being part of survey No. 3354 beginning at the junction of the London and Milford State roads in the centre of said roads

South of the town of Maysville thence with the Milford State road, by the present point of the compass S.40° W 50 poles to the south line of said original survey No 3351. thence with said line correcting the course thereof S 9° E 65 poles to the centre of the London State road. thence with said road N 12° W 105¼ poles to the place of begining containing seven acres two roods, and twenty nine perches more or less, Also the following In lots in the town of Maysville to wit. No (96) ninety six, seventy three (73). and eighty five (85) as will more fully appear reference being made to the recorded plat of said Town, Also the following parts of In Lots in said Town of Maysville to wit the north half of In lot No (62) sixty two. the west half of In lot number twenty nine (29): a part of In lot number fifty one (51): bounded as follows to wit begining at the north east corner of said lot one pole west of the old court house. in the alley thence south three poles to a stake. thence west two poles to a stake thence north three poles to the front line of said lot, thence on the front line east two poles to the place of begining containing six roods of ground more or less. as deeded to said Pollock by Lyprian Lee & wife. Also one other part of the same lot (No 51) which was deeded to said Pollock by Silas G. Strong & wife bounded by the part above discribed on the north extending the said east and west lines south so that a line running east and west five feet north from the original south line shall be the south line. for a further description of said Lots reference is made to the recorded plat of said town,
Also one other piece or parcel of land situate in the County aforesaid beginning at a stake in the centre of the Milford road corner to W. C. Lawrence land thence with his line S 57° 30. E 54. poles to a stake thence S 29° 30 West 33 poles to a stake, thence N 57° 30 W 60½ poles to a stake in the centre of said Milford road, thence with said road N. 40, E. 31. poles 5 links: thence N 81° 20. E two poles to the begining being part of survey No 4069. and containing twelve acres more or less, Also one undivided one hundred acres of land in the Virginia Military Survey No 4405, which was entered and surveyed for Benjamin Grimes. and patented to his heirs containing thirteen hundred thirty three and one third acres. on the waters of

Mill Creek in the said County of Union, Ohio, Also one other piece or parcel of land situate in said County of Union being part of Survey No. 3354. beginning at a stake in the centre of the Milford road in the east original line of said survey thence S. 41° W. 32 poles to a stake in the centre of the Milford road aforesaid thence S. 49° E. 40 poles to a stake in the line of said survey, thence with said east line N. 9¼ E. 32 poles to the beginning. Containing four acres more or less, to satisfy Rodney Pickett et. als. in the sum of Two thousand and One hundred dollars with interest thereon from the 9th day of October A.D. 1847. until paid 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 24th day of January A.D. 1848.

John Cassil Clerk

Received this writ May 18. 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. Ohio. for thirty days previous to the day of sale. I afterwards. to wit. On the 27th day of June A. D. 1848 between the legal hours of ten O. clock A. M. and four O. clock P. M. offered said real estate for sale by public outcry at the door of the Court house in said County. Not sold for want of bidders.

Fees = mileage 5
Service 35
advertising 25
Pr fee $10.50

Philip Snider Sheriff

Union Com Pleas

R. P. Mills & Als
vs
A. Scott &c

Order of Sale

Filed June 28. 1848
Peter Cossin clerk

The State of Ohio Union County Ss.

To the Sheriff of said County as Special Master Commissioner 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 Rodney Pickett et. als. Complainants and Alexander Pollock, Defendant, the Court Ordered and decreed that you Expose to sale the premises in the bill described as follows towit, Situate in the County aforesaid and part of Survey No 3354 prattented to Stephen J. Mason, begining at a stake in the State road leading from Maysville to London, South East Corner of the Lot sold to James H Gill, thence N 49. W 58 poles to a stake in the Maysville and Milford State road, thence with said road S 41° W 204 poles to a stake in the south line of the Original Survey No. 3354, thence with said Original line correcting the course thereof N 81° E. 160 poles to a stake in the said Maysville and London road thence with said road N 12° E. 94 poles to the begining Containing Eighty five acres, Also one other tract, part of said Survey No 3354, and between the London and Milford roads near Maysville, begining at a stake in the centre of the Milford State road Corner to a Lot sold by J H Gill to John Cassil thence S 41° W 28 poles to a stake in the centre of said road thence S 49. E 60 poles to a stake in the Centre of the London road, thence with said road N 11.° 30 E 24 poles to a stake in the East Original line of said survey, thence with said line N 9° 25. W. 9 poles and lines to the Corner of the Lot sold to John Cassil as aforesaid, thence N. 49° W. with the line of the Lot sold to said Cassil, to the place of begining Containing nine acres more or less. Also one other tract or piece of land being part of Survey No 3351. begining at the Junction of the London and Milford State roads in the Centre of said roads South of the town of Maysville, thence with the Milford State road by the present point of the Compass S 40° W 50 poles to the south line of said Original Survey No. 3351, thence with said line Correcting the Course thereof S 9° E 65. poles to the centre of the London State road thence with said road N 12° W 105½ poles to the place of begining Containing Seven acres two roods, and twenty nine perches more or less. Also the following In Lots in the town of Maysville towit, Nos (96) ninety six seventy three (73) and Eighty five (85) as will more fully appear reference being made to the recorded plat of said Town, Also the following part of In Lot in said town of Maysville towit, the West half of In Lot Number twenty nine (29) for further description of said Lots reference is made to the recorded plat of said town, Also, one undivided one hundred acres of land in the Virginia Military Survey No 4405. Which was entered and surveyed for Benjamine Grimes and patented to his heirs Containing thirteen hundred thirty three and one third acres, on the waters of Mill Creek in the said County of Union Ohio, Also one other piece or parcel

of Land situate in said County of Union being part of Survey No. 3354. begining at a stake in the centre of the milford road in the last Longitual line of said Survey thence S 41° W. 32 poles to a stake in the centre of the milford road aforesaid thence S 49° E. 40 poles to a stake in the line of said Survey, thence with said East line N. 9° 25. W 52 poles to the begining. Containing four acres more or less, to satisfy Rodney Pickett et als in the sum of two thousand and one hundred Dollars with interest thereon from the 9th day of October A.D. 1847. until paid. 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 16th day of May A D 1848.

John Cassil, Clk,

Filed Aug 9. 1848
John Cassie Clk

Rodney Pickett et als
vs
Alexander Pollock

Decree of Sale.
In Union Com Pleas.

Issue plures Order of Sale
to Sheriff of Union County as Special Master.
& for reappraisement.

To John Cassil Clerk
August 8th 1848

Allison & Curry Solrs
for Compt.

Received this writ August 11th 1848. In obidience to the within command I had the within described real estate reappraised by the oaths of Bill Welch, Samuel Ressler and Richard Bancroft, as follows, to wit; The lot containing 85 acres at $20.00 per acre, The lot containing nine acres at $20.00 per acre, the lot containing 7 acres 2 roods and twenty nine perches at $46.66⅔ per acre, The lot No. 96 at $65.00, The lot No. 73 at $100.00, The lot No. 85 at $60.00 and the west half of The lot No. 29 at $50.00 the lot containing 100 acres (undivided) at $2.91⅓ per acre, and the lot containing four acres at $27.66⅔ per acre, and filed a copy thereof with the Clerk of the Court, I afterwards advertised the same for sale by publication in the Argus, A Newspaper published & in general circulation in Union County, Ohio, I afterwards offered said real estate for sale by public outcry on the 19th day of September A.D. 1848, between the legal hours of 10 O.Clock A.M. and 4 O.Clock P.M. at the door of the Court House in said County, Not sold for want of bidders,

Philip Snider Sheriff

Union Com. Pleas

R. P. Kett et vals

vs

Alexander Pollock

Order of Sale

Fees = mileage — 5
Inquest — 1 00
Appraise — 1 50
Copy of Appraise — 60
Service — 35
advertising — 25
Pr. Fee — 1 050

Philip Snider Sheriff

Filed Sept 20, 1848
John Cassil Clk

The State of Ohio Union County Ss.
To the Sheriff of Said County as Special Master in Chancery &c Greeting.

Whereas at the October term of the Court of Common Pleas, Continued and held for Said County on the 9th Day of October A.D. 1847. in a certain Cause in Chancery therein pending wherein. Rodney Pickett, et. als, Complainants and Alexander Pollack, Defendant, the Court Ordered and Decreed that you Expose to Sale the premises in the Bill described as follows to wit, Situate in the County aforesaid and part of Survey No 3354, pattented to Stephen T. Mason, begining at a Stake in the State road leading from Marysville to London South east Corner of the Lot Sold to James H Gill, thence N. 49. W 58. poles to a Stake in the Marysville and Milford State road thence with Said road S. 41. W. 204. poles to a Stake in the South line of the Original Survey No 3354, thence with Said Original line Correcting the Course thereof N. 81. E 160 poles to a Stake in the Said Marysville and London road, thence with Said road N 12. E. 94. poles to the begining Containing Eighty five acres, Also One other tract part of Said Survey No 3354, and between the London and Milford roads near Marysville, begining at a Stake in the Centre of the Milford State road Corner to a Lot Sold by J. H. Gill to John Cassil thence S. 41. W 28 poles to a Stake in the Centre of Said road thence S. 49. E. 60. poles to a Stake in the Centre of the London road thence with Said road N. 11° 30. E. 24. poles to a Stake in the East Original line of Said Survey, thence with Said line N. 9° 25. W. 9. poles and links to the Corner of the Lot Sold to John Cassil as aforesaid, thence N 49. W. with the line of the Lot Sold to Said Cassil, to the place of begining Containing Nine acres more or Less, also One other tract or piece of Land being part of Survey No 3351 begining at the Junction of the London and Milford State roads, in the Centre of Said roads South of the town of Marysville, thence with the Milford State road by the present point of the Compass S. 49 W 50 poles to the South line of Said Original Survey No. 3351 thence with Said line Correcting the Course thereof S. 9. E. 65. poles to the Centre of the London State road thence with Said road N. 12. W. 105½ poles to the place of begining Containing Seven acres two roods and twenty nine perches more or Less, Also the following In Lots, in the town of Marysville to wit, Nos (96) ninety six, Seventy three (73) and eighty five (85) as will more fully appear reference being made to the recorded plat of Said town, also the following part of Lot Lot, in Said town of Marysville, to wit, the west half of In Lot Number twenty nine (29) for further description of Said Lot reference is made to the recorded plat of Said town, Also One undivided One hundred acres of Land in the Virginia Military Survey, No 4405 which was entered and Surveyed for Benjamine Grimes and pattented to his heirs Containing thirteen hundred thirty

three and one third acres, on the waters of Mill Creek in the said County of Union Ohio, also one other piece or parcel of land situate in said County of Union, being part of Survey No 3354, begining at a stake in the centre of the Milford road in the last Original line of said Survey thence S.41.° W.32 poles to a stake in the centre of the Milford road aforesaid thence S.49.° E.40, poles to a stake in the line of said Survey, thence with said ~~line~~ East line N 9.° 25. W.52 poles to the begining Containing four acres More or Less.
And that you have the same reappraised, to satisfy Rodney Pickett et, als in the sum of Two thousand and One hundred Dollars, with interest thereon from the 9th Day of October A.D, 1847, until paid. also the sum of $ the 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 11th Day of August A.D, 1848,

John Cassil Clerk

No. 47-CH-5

Union Common Pleas Court.

George Cowgill
Plaintiff,

AGAINST

Philip Snyderson
Defendant.

MAY TERM. 1847

Judgment VS Plaintiff

No Record.

Journal 4 Page 12

Record No. Page

Ex. Doc. Page

I allow an injunction as prayed for — & the writ of ccll to be continued until the further ordering of the Court and order the pltff to give bond & security to the Deft. in the sum of $100.

Con. to be endorsed accordingly to law

Levi Phelps. Associate

May 3 1847 Judge C.C.U.C

To the court of Common pleas within and for the County of Union & State of Ohio in Chancery sitting

George Cangill of the County aforesaid represents that Benjamin A Lamb Nathaniel W Little and Lynus Pratt all of the County of Delaware & State aforesaid & whom your orator prays may be made defendants to this at the October Term of your honorable Court ~~be formed of~~ ~~within~~ in the absence of ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ year 1846 obtained a decree against your orator and one Alexander Cangill to set aside a sale of the West half of a certain tract of land, said sale made by the said Alexander Cangill to your orator The whole of which tract of land is described as follows to wit lying in the said County being the west half of certain tract or parcel of land in said County and in the Township of Claibourne in the Virginia Military District located in the name of Butler Claibourne heirs No of entry 16293 lying on the waters of Fulters creek & purchased by Woodruff & Rusberg Beginning at the No E corner of said at an Elm & B oak running thence S. 2 E 56 poles to a white oak

thence S. 2 E 23 poles to the S E Corner of
said Lot at stake on the North bank
of the Creek thence S 79 W 138 poles to the
S W Corner of said Lot a Stake & 2 Beaches
thence N 4 W 79 to an Ironwood on the
Northwest Corner of said Lot thence
N 85 E 173 poles to the place of beginning
containing Eighty four acres more or less
more particularly described in Book No
of Recorders office of said County page 56 &c
when the said deed from said A Baugill to Gun
ator is recorded for the West half of
the above described Land, which deed
was made on a Judgment against the said A Baugill in favor of said
Gunator further
represents that the said decree was only
for the sum mentioned by said deed
as Gun is informed & believes
Gunator further represents that
an order ~~or Executions &c~~ since the
last term of said Court has issued on
said decree against Gunator and
the said Alexander Baugill and
~~the~~ Philip Snider Sheriff of said County and whom
Gunator prays may be made deft
hereto — has levied upon the whole of
the above land advertised and
~~offered the same for Sale~~ advertised
the same for Sale on the 3 day
of May A D 1849 — when the said decree

is only for the West half of said Lands as aforesaid. Your Orator having had a deed for the East half for many years & the said Alexander Cowgill having no interest or claim to whatever in it

In consideration of which ~~your orator~~ Your Orator further prays that an injunction may be allowed to restrain the said Sheriff from further proceeding in the sale of Lands & Lands, ~~until~~ and that said Levy on said Land may be set aside — and for such other and further relief as Equity & good Conscience may require

By P. B. Leslie
his Sol.

State of Ohio
Union County ss } I George Cowgill being duly sworn deposes & says that all the matters and things which are stated in the foregoing bill as from the information of others I believe to be true and that all the other several matters & things therein set forth are true in substance and in fact. George Cowgill

Sworn to & subscribed this 5th day of May 1847 J. B. W. Haynes. J.P.

I acknowledge service of the within writ ~~the above~~ May 3d 1847

Philip Snider Sheriff

~~[illegible]~~

The within named Reuben A. Lamb Nathaniel W. Little & Cyrus Pratt not found

Philip Snider Sheriff

Union Co. Pa.

Jesse Campbell
vs
Reuben A. Lamb et al

Injunction allowed & Bond given

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Reuben A. Lamb, Nathaniel W. Litten, Lyman Pratt & Philip Snider

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

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 May A. D, 1847

John Cassil Clerk of Com. Pleas.

Union Com. Plea

George Cowgill
vs
Reuben A. Lamb. et al

Injunction Bond

Filed May 3d 1847
John Cafoil, Clerk

Know all men by these presents that we George Cowgill, Alex. Cowgill & G. H. Merrit are held and firmly bound unto Reuben A. Laml. Nathaniel W. Little & Cyrus Pratt & Philip Snider sheriff in the penal sum of one Hundred dollars to the payment of which we jointly and severally bind ourselves, our heirs, exentors & administrators sealed with our seals and dated this 3d. day of May A. D. 1847

The condition of the above obligation is such that whereas the above named George Cowgill has obtained an allowance of an injunction by Levi Phelps one of the Associate Judges of the Court of Common Pleas of the County of Union and State of O. to stay all proceedings upon a Decree in chancery obtained in the Court of Common Pleas in and for said county of Union on the 14th. day of October for the sum of $305,76 Decr and costs when in Laml. Little & Co. are Pltffs & Alexander Cowgill et als are Defendants untill the matter thereof can be heard in equity, Now if the said George Cowgill shall shall pay all moneys & costs Due or to become Due from him the said Cowgill and all moneys & costs that may be Decreed against him then this recognizance shall be void, otherwise in full force & vertue in law

George Cowgill (Seal)
Alex. Cowgill (Seal)
G. H. Merrit (Seal)

Approved May 3d 1847
John Cassil, Clerk

Chancery Case File

Case No. 1847-CH-0006

No. 47-CH-6

Union Common Pleas Court.

Jas T Wells et al
Plaintiff,

AGAINST

Jane Wheler,
Defendant.

OCT TERM. 1847

OCT TERM. 1847.

Judgment VS Plaintiff

No Record.

Journal 4 Page 77

Record No. Page

Ex. Doc. Page

Ohio Com Pleas
May Term 1847

James White
vs
James T. Wilcox et al

Bill in Eqy

Filed May 4th 1847
John Cupil, Clerk

Cost Bill made
No Record

Martin Scott &
Richard Hawkins

Crawford

Union Common Pleas
May Term A.D. 1847

To the hon.ble Judges of the court of Common Pleas in & for the county of Union & State of Ohio in Chancery Sitting

Humbly complaining your orator Lane White respectfully represents that James T. Wells and Bradford Wood Adm.rs of the estate of Isaac White late Dec.d on the 29th day of October 1845 filed their Petition in said court praying for an order to sell part of the real estate of said Isaac White Dec.d and the Judge of said court ordered an order was made in favour of said Petition authorising the sale of so much of the real estate in said petition set forth as would be sufficient to pay the debts of said estate said in petition to be $1500 or thereabouts -

Your petitioner therefore in order to save the real estate of the said Decedent for the heirs of the said Isaac White most respectfully asks this honorable court to open a restrain the sale of said real estate under said order and grant unto your orator leave under the 129th section of the statute defining the duties of Executors and administrators to enter into bonds with sufficient securities in such amount this court shall direct to pay the debts of said estate and within such time as shall be reasonable and right &c

your orator further represent that said Administrators sold a large amount of personal property of said estate and your orator always understood that the said Isaac White at the time of his death owed very few debts and always supposed that the personal assets of said estate was sufficient to pay the debts &c —

Therefore in order that your orator may be fully advised in the premises respectfully asks that the said James T. Wells & Bradford Wood Adm.rs as aforesaid be made defts. hereto and that the defendants may issue according to law and that they be compelled to answer under their respective oaths and say how many debts they have paid out of the sale of the personal assets aforesaid and to whom paid and what amount of debts remain yet unpaid and to whom due and what amount to each creditor and that they be enjoined and restrained by the order of this court from all further proceedings under the aforesaid order of sale until the matters and things herein contained be heard and determined by this honorable court and as in duty bound &c ~~&c~~ that your orator have such & such relief in the premises &c

Jas D. M. Crawford
Solicitor

The clerk will issue a subpoena in this case for James T. Wells & Bradford Wood Adm.rs as aforesaid returnable forthwith —

Jas D. M. Crawford
Solicitor for complt

Wells & Wood do

ads } Answer in Chy

Jane White

Filed July 5th 1847

John Carrie Clk

#1761

87.88.78

110

14s

82s

1797 10

14s 10

Wells & Wood
& ds
Jane Wells } Answer in Chy.

The joint answer of James T Wells and Bradford Wood Administrators of the Estate of Isaac White Deed to a bill in Chancery exhibited in the Court of Com Pleas union County Ohio against them by Jane White widow of said White Dd.

And the said Defts now come and for answer to said bill say that they were appointed Administrators of the Estate of said Isaac White Dec'd by your honorable Court at the Oct. Term A D 1844 - that they proceeded on the 29 of Oct. 1844 to sell the personal property of said Estate which bill amounted to the sum of - - - - - - - - - - - - - - - - $111.69

And the said defendants further answering say that they have since paid on the widows yearly support - and on debts owing by the Estate $78.89 the items of which are shown by their account herewith filed marked (A A - Schedule B)

And the said defendants further answering say that the following ~~debts~~ Claims against said Estate have been presented & allowed as valid claims ~~Dev Smith at Dun July 13/44 $8 paid Oct 141 Total $9.41 A A Ingalls Estate acct.~~ ~~& Schd statement~~ are as near as the defendants can ascertain about the sum of three hundred and twenty five dollars - - - - - - - - ($325, the items of which will be found by reference to the aforesaid account Schedule (K) which shows that the Claims against said estate overturn the amount of the Sale bill (which included all the personal property of said Estate) about - $213.31. - And the Defendants further answer say that they deny the right of the Complaint to ~~procure~~ Claim the benefit of the 129th section of the statute referred to in the bill - at this stage of the

after they have obtained an order of Sale — of the real Estate to pay the debts of said Estate, And having this fully answered they pray to be hence dismissed with their costs.

By P. B. Cole their Sol.

State of Ohio }
Union County } ss.

Personally appeared before me a Justice of the peace in & for said County James T. Kelly & Bradford Wood who being each duly sworn depose & say that all the matters & things in the foregoing answer as from the information of others they believe to be true — and that all the other general matters and things therein contained in substance and in fact

Sworn to & Subscribed before me July 5 — 1847
James M. Wilkinson J.P.

James T. Kelly
Bradford Wood

Union Com Pleas

Jane White
vs
Bradford Woods &
James S. Wells

Subpoena in Chancery

Filed May 8. 1847
John Capsil Clerk

Served on the 4th day of May by delivering a true copy of this writ to James S. Wells also by delivering an attested copy of the writ to Bradford Woods

Fees — Service 65
Copies 20
mileage 50

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 Z. Wells & Bradford Wood, Admr

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ Fourthsith ~~day of~~ ~~next ensuing~~, to answer a Bill in Chancery, exhibited against them by Jane White

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 4th day of May

A. D, 1847

John Cassil Clerk of Com. Pleas.

Abstracts of Debts
Whites estate

Jam White
vs
Wills & Wood

amount of sale Bill	$111,69
Due on Haskins Note	10.37
Isaac Janes Note	
	122,06
Paid creditors $78,89 -----	78 89
remaining in hands of Adm^r	43.17

Whole amount of Debts against the estate including $145,00 additional allowance to widow no part paid and the whole relinquished by them	324-72
deduct assets in hands of Adm	122.06
	202,66
deduct additional allowance to the widow and relinquished	145,00
balance due from the estate	$57,66

The mill of course has same additional costs and court charges to be added

In order to secure the payment said debts the complainant offers for security Morton Scott and Richard Haskins

Jas W Crawford
solicitor for
Compt

Richard Haskins has a deed for 200 acres worth $10.00 per acre out of debt Morton Scott has a deed for 60 acres worth twenty dollars per acre out of debt —

Abijah Gandy

Chancery Case File

Case No. 1847-CH-0007

No. 47-CH-7

Union Common Pleas Court.

James B. Cowgill
Plaintiff,

AGAINST

Stephen Wysard
Defendant.

AUG TERM. 1847

Dismissed

Journal 4 Page 39

Record No. Page

Ex. Doc. Page

James B. Coghill

vs } Bill in Chancery

Stephen Dysert

Filed May 4th 1847
John Capsil Clerk

R. Thomas

~~State of Ohio~~

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

Your petitioner James B. Coghill represents, that Stephen Dysert of the said County of Union (and whom your petitioner prays may be made defendant to this Bill) being seized in fee simple of a certain tract of Land, situate in said County of Union and described as follows, to wit an Equal undivided half of a piece of parcel of Land in Survey No 5135 (Five Thousand one hundred and thirty five) - Beginning at a Red Oak, Hickory and two Sugartrees North West Corner of said Survey No 5135 thence S 13° E 287 poles to a Burr Oak, Hickory and Lynn - thence N 80° E 148 poles to an Honeywood, Cherry and Buckeye - Thence N 10° W 120 poles to 3 Lynns on the Bank of the Creek, Thence up the Creek as it meanders to the Upper line - Thence S. 80° W 25 poles to the beginning - containing One hundred and ninety four acres of Land more or less being the same land conveyed by the said James B. Coghill to the said Stephen Dysert and the deed for which was on the 15th day of April AD 1846 delivered to the said Dysert - Your petitioner further represents that on or about the 15th day of April AD 1846 the said Stephen Dysert was indebted to your petitioner in the sum of Three Hundred and fifty three dollars and 70 cents payable to your petitioner on or before the 31st day of December AD 1846 with interest, and thereupon the said Stephen Dysert in order to secure the payment of the said Three Hundred and fifty three dollars and 70 cents to your petitioner at the time when the same became due with interest thereon, did by his deed duly executed and dated on or about the 15th day of April AD 1846 convey the said described premises to your orator in fee simple, but subject nevertheless to a condition of defeasance on the payment of

the said sum of three Hundred and fifty three dollars and 70 cents with lawful interest on the said 31st day of December AD 1846, as in and by said deed of Mortgage which is hereunto filed and made a part of this Bill will more fully appear — your petitioner further respectfully that neither the said sum of three Hundred and fifty three dollars and 70 cents nor any part thereof was paid to your petitioner at the time limited in that behalf; whereby the legal Estate in said premises became vested in your orator, redeemable nevertheless in equity on payment of the principal and interest due and to become due thereon; that the said sum of three Hundred and fifty three dollars and 70 cents principal and a large arrear of interest thereon being due he applied to the said Stephen Dysart and requested him to pay the same to your orator, which he has hitherto neglected and refused to do — your petitioner therefore prays that the writ of Subpoena may issue against the said Stephen Dysart, that he may be compelled to answer all and singular the premises, that an account may be taken of what is due to your orator for his principal and interest upon said Mortgage that said Mortgaged premises may be sold and the proceeds thereof applied to the satisfaction of said principal and interest and that your petitioner may have such other and further relief in the premises as equity and good conscience may require

By his Solicitor
Randall Thomas

State of Ohio
Union County } ss Before me a Justice of the Peace within and for said County personally appeared Mr Martin Kimble and Mr Stephen Dysert and severally acknowledged the execution of the within Mortgage to be his voluntary act and deed
of the within Mortgage to be his voluntary act and deed
Given under my hand this 15th day of April 1846
James B. Coshill J.P.

Stephen Dysert
To Mortgage
James B Coshill

Filed and Recorded
May 11th 1846. 9 o'clock
A.M. in Book 10.
Pages 175 & 176
James Lowner
Recorder

Filed May 4th 1847
John Capel Clerk

Fees 50 paid

SCOTT & WRIGHT, Printers—Columbus.

KNOW all men by these presents, that Stephen Dysert of the county of Union in the State of Ohio, for and in consideration of the sum of Five Hundred & four dollars, to me in hand paid, or secured to be paid, by James B. Cogbill of ~~the county of~~ Virginia ~~and state aforesaid,~~ the receipt of which is hereby acknowledged, have granted, bargained, sold, leased, conveyed, and confirmed, and by these presents, do grant, bargain, sell, lease, convey and confirm, unto the said James B. Cogbill and to his heirs and assigns forever, the following described premises, an Equal undivided half of the following piece or parcel of land in Survey No 5135 (five thousand one Hundred & thirty five) Beginning at a Red Oak, Hickory & ~~Ash~~ Sugartree N.W. corner of said Survey No 5135. Thence S 13° E 287 poles to a Black Oak, Hickory & Gum - Thence N 80° E 148 poles to an honeycomb cherry & buckeye - Thence N 10 W 120 poles to 3 elms on the Bank of the Creek, Thence up the Creek as it meanders to the upper line. Thence S 80° W 25 poles to the beginning - Containing One Hundred and ninety four acres more or less. Being the same land conveyed by the said James B. Cogbill to the said Dysert and the deed for which this day delivered —

To HAVE AND TO HOLD the premises hereby conveyed, with all the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, unto the said James B. Cogbill and to his heirs and assigns forever. And the said Stephen Dysert for himself and his heirs, executors and administrators, covenant and promise to and with the said James B. Cogbill his heirs or assigns, that he the said Stephen Dysert is lawfully seized of the premises aforesaid, that he has good right and lawful authority to sell and convey the same in manner aforesaid, and that the same are free and clear from all manner of incumbrances whatever; and further, that he the said Stephen Dysert and his heirs, executors and administrators, will well and truly WARRANT and DEFEND the premises hereby granted, unto him the said James B. Cogbill and his heirs and assigns, FOREVER, against the lawful claims and demands of all and every person whomsoever.

Provided, nevertheless, The condition of this conveyance is such, that whereas the said Stephen Dysert has this day Executed to the said James B. Cogbill his certain promissory note of Even date herewith for the payment of the sum of Three Hundred ~~and fifty three~~ and fifty three dollars & 70 cents ($353.70) payable on or before the 31st day of December AD 1846 with interest —

Now if the said Stephen Dysert shall well and truly pay the note aforesaid, according to the tenor thereof, then this conveyance to be null and void; otherwise, to remain in full force and virtue in law.

IN WITNESS WHEREOF, , the said Stephen Dysert has hereunto set his hand and seal the 15th day of April in the year of our Lord, one thousand eight hundred and ~~thirty~~ forty six

Signed, sealed, and acknowledged, in presence of us:

K. Thomas
James Turner

Stephen Dysert [SEAL.]

Served on the 7th day of May A.D. 1847
by leaving an attested copy of this writ
at the residence of the defendant
Fees - Service 35 Philip Snider Sheriff
Copy 10
mileage 15 = 60

Union Com Dis
James B. Cozzens
vs
Stephen Dysart

Filed May 7. 1847
John Cogshell Clerk

6
15
35
50
15
60
2.16

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Stephen Dysert

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ Fourteenth ~~day of~~ ~~next ensuing~~; to answer a Bill in Chancery, exhibited against him by James B. Coghill

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 May A. D, 1847

John Cassil Clerk of Com. Pleas.

John Leasel Esq
Clerk of Court of Com. Pleas
Union County
Ohio

Jas: B Leighbill
vs
Stephen Dysent

In Chancery

This case has been settled by Mr Dysent and he has to pay the costs I wish to dismiss the bill at next term with leave to withdraw the papers, we do not wish a Record made of it, or any additional costs made

Yours truly
Kendall Thomas
Atty for Pltff

To the Clerk of the Court of Common Pleas
Union County

P.S Mr Dysent wishes to pay up the costs as already made and no further

June 25, 1867

No. 47-CH-8

Union Common Pleas Court

Fay Ann Kilborn
Plaintiff,

against

Michael Kohn
Defendant.

April Term 1854

Journal 5 Page 306

Record No. - - Page - -

Ex. Doc. A Page 463

Hay & Kilbourn
vs
Michael Konetas

Cont Bill made
no Record

97
2
194
125
3,19

111

I waive process
and enter my appearance
to July Term AD 1847

Peter Snider
by Otway Curry
his Atty.

32	9,90
43	
100	
1,65	20
60	9
2,25	1,80

40
7
180
47
2,27

C 2 D

Union Com Pleas

Fay & Kilbourne
v
Michael Kon
Peter Snider
Demas Adams

Bill in Chy.

Subp. returnable
fortnight for Michael
Kon and Peter Snider

May 4 1847 Filed
John Cassil, Clerk

Swan & Andrews.

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

Your petitioners Cyrus Fay and Lincoln Killam late of Franklin County Ohio represent.

That one Peter Snider of the County of Union and whom your petitioners make a party defendant to this bill on or about the first day of April AD 1842 borrowed of one Michael Kim whom your petitioners also make parties defendants to this bill, the sum of seven hundred dollars and to secure the payment thereof, the mortgaged it for security to said Michael his heirs and assigns forever the following premises situate in said County of Union in the State of Ohio and described as follows: Being part of Survey No 5009 surveyed in the name of Hugh Madson containing 265 acres described as follows: One tract beginning at a stake, southerly corner to John Leeper; thence S. 37 E. 106 poles to two hickories; thence S. 53° W. 66⅔ poles to a stake; thence N. 37° W. 106 poles to a stake, corner to John Leeper and Mary Ann Leeper; thence N. 53° E. 66⅔ poles to the place of beginning containing fifty acres more or less; also another tract described as follows: Beginning at a stake, northerly corner to Martha Leeper, and in the line of Richard C Anderson's survey No 4824, running N. 53° E 66⅔ poles to a stake; thence S. 37° E 106 poles to a stake; thence S 53° W. 66⅔ poles to a stake, southerly corner to Martha Leeper, thence N. 37° W. to the beginning containing fifty acres more or less; also another tract

described as follows: Beginning at two ashes, northerly corner to Richard Stephensons and Lucas Sullivants survey No 3483, and in the line of Richard C Andersons survey No 4824, running with Andersons line and course thereof, N. 53 E 66 2/3 poles to a stake in the line of Richard C Andersons survey; thence S. 37° E 106 poles to a stake; thence S. 53° W 66 2/3 poles to a stake in Stephensons & Sullivants line; thence with their line North 37° W 106 poles to the beginning containing fifty acres

The Defeasance to said conveyance after recieving the loan aforesaid of said seven hundred dollars in gold and silver and that the same was to be paid in like manner in gold and silver by said Snider in three years from the said first day of April A D 1842, the interest to be paid annually from the time aforesaid at the rate of eight per centum per annum, provided that if said Peter should pay said sum of money with the interest thereon to said Michael Kin or his assigns when the same respectively became due then said conveyance to be void otherwise to be and remain in full force. Said Mortgage was duly acknowledged as of the date aforesaid and recorded March 28. 1842. Vol 8 p 417-18 –

On the 5th November A D 1846 the said Michael Kin assigned and transferred to one Demas Adams late of Franklin County Ohio who is made a party

defendant to this bill all his right estate and property in the mortgaged premises and the indebtedness &c therein mentioned; and the said Denver Adams on the 6th January AD 1847 assigned and transferred to your petitioners all his right estate and property in the mortgaged premises and the indebtedness &c therein mentioned; whereby your petitioners became vested with the estate of said Kerr in the premises and entitled to the money mentioned in and secured by said mortgage &c.

The defeasance to said mortgage has become absolute the said Snider has neglected and failed to pay said money and interest or any part thereof (although he requested so to do by your petitioners) & said Kerr & Adams refused they held said claim or to your petitioners or either although often requested so to do.

Your petitioners pray that said defendants may answer the premises that said mortgage may be foreclosed and a sale had of said premises to pay the amount due your petitioners unless said Snider pays the same in a short day ordered by the Court and that your petitioners may have such other and further relief as the Court may see meet and subpoena &c

Hay & Kilbourn

Swan & Andrews
Solrs for Complts

Union Common Pleas

Jay & Kilbourne
vs
Michael Ron
Peter Snider &
Demas Adams

Filed May 8. 1847
John Cassil Clerk

The within named defendants not found
Phillip Snider Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Michael Korn, Peter Snider & ~~Conrad Adams~~

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 Cyrus Fay & Lincoln Kilborn

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 4th day of May A. D, 1847

John Cassil Clerk of Com. Pleas.

M Ross et al
v
Fay & Milburn
et al.

In chy on Referee

The Complts except to the report of the Master herein

1 Because payments of interest, are charged and credited as payments of the principal debt

2 Because payments of interest at the rate mentioned in the mortgage, are overcharged and remitted to 6 per cent

3 Because payments are credited to the debt which the parties agreed should be credited only as diem.

4 Because the interest on the principal debt and credit of payments, to the interest and principal is not computed according to law.

Swan't Andrews
Solr for Complts

Marvin Cross & Ross
Cyprus Fay et al
v
Mitchell Ross et al
Master's report
Filed June 23 1853
James Sumner Clerk

Cyrus Fay et al
vs
Michael Kon et als

} In Chancery

The report of John B Coats Master commissioner in Chancery to whom this cause stands refered for the purpose of stating an account between the parties, and for report &c, at the June Term of the Court of Common Pleas, of Union County Ohio; pursuant to the interlocutory decree of said Court, rendered at the March Term thereof AD 1853.

Said Master finds that the amount for which said premises described in Complainants Bill, was mortgaged, to be as therein, represented, to wit

$ 700,00

That the following payments have been made thereon as is evidenced by the following receipts. to wit.

May 3d " 1843	per receipt on mortgage —		$ 22,00
August 1st " 1843	per receipt	No 1.	" 30,00
October 11th " 1843	per receipt on mortgage		" 36,00
September 24th " 1844	per receipt	No 2.	" 5,00
February 26th " 1845	per receipt	No 3.	" 21,00
July 24 1845	per receipt	No 4.	" 20,00
March 17th " 1846	per receipt	No 5.	" 35,00
February 10th " 1847	per receipt	No 6.	" 275,00
May 27th " 1847	per receipt	No 7.	" 300,00
August 5th " 1847	per receipt	No 8	" 100,00
October 9th " 1847	per receipt	No 9	" 50,00
May 11th " 1848	per receipt	No 10	" 46,56
The total amount so paid —			$ 940,56

The whole amount of interest that accrued on said mortgage at the time of the last payment (May 11th 1848, computing at the rate of six percent, was — — — — $ 241,52

only to suits commenced after the taking effect of the same, We are therefore to be governed by the decisions of the Supreme Court made in analogous cases. The present case, though, somewhat analogous to several reported, yet from a careful examination we are led to believe that it differs in some respects from all of them, In this that in the case now before us there has never been a complete settlement of ~~the~~ and a liquidation of the matter in controversy between the, Nor is there anything to show that voluntary payments have been made, that were in any way intended, by either party, to be applied in payment of interest at a ~~higher~~ rate than six per cent, In following ~~the~~ case of Baggs vs Sandenbach (12 Ohio R. 15-3. which bears the strongest analogy to the present, and which the Court professed to follow in a still more recent case (Graham vs Cooper, 17th Ohio R. 605 - I am led to the findings aforesaid, and further find that the amount appearing to have been over paid, cannot be applied ~~to~~ as interest, or retained by the complainants by reason of the agreement contained in the said mortgage, being for a higher rate than six per cent, and also greater than the amount already paid. Therefore if the above findings are correct, in pursuance of law and equity, and in conformity to the decisions of the Court in the cases above referred to, then the Court should decree that the ballance so found to be due to the defendants, shall be paid back to them, &c, All which is respectfully submitted

Fees on report as special Master $5.00

John Bleadis Master Commissioner

Fees as
Master $5-00
Total $10,00

No 1

No 1

$30.00

August 1st 1843

Received of Peter Snider by the hand of Philip Snider thirty dollars to be applied on the payment of a Mortgage given to Michael Kuhn by said Peter Snider

Michael Kuhn

May 3rd 1843
Received twenty two Dollars Interest on the within

October 11th 1843.
Received thirty six Dollars interest
on the within

Feby 10/47
$275 paid
G. F. & K.

Mortgage
Giles Hinton
to
Michael Flen
Filed & recorded Albany
9th 1842 at 10 o'clock
Also in Bk Mortgages 417
& 18 Q B Smith
Rec

Fog & Flen
Hinton
Mortgage

Know all men by these Presents, That I, Peter Snider, of the county of Union, and State of Ohio, in consid=
=eration of the sum of one dollar, in hand paid by Michael Ron, of the same place, have bargained and sold, and do hereby grant, bargain, sell, and convey unto the said Michael Ron, his heirs and assigns, forever, the following premises, situate in the county of Union, in the State of Ohio, and bounded and described as follows: Being part of Survey No. 5139, sur=
=veyed in the name of Hugh Woodson, containing two hundred and sixty five acres, described as follows, viz.: One tract beginning at a stake southerly corner to John Leeper; thence S. 37° E. 106 poles to two hickories; thence S. 53° W. 66⅔ poles to a stake; thence N. 37° W. 106 poles to a stake, corner to John Leeper and Mary Ann Leeper; thence N. 53° E. 66⅔ poles to the place of beginning, containing fifty acres, more or less, with all and singular the improvements and appurtenances thereunto belonging, or in any wise appertaining. Also, one other tract, as follows: Beginning at a stake northerly corner to Martha Leeper, and in the line of Richard C. Anderson's Survey No. 4824, running N. 53° E. 66⅔ poles to a stake; thence S. 37° E. 106 poles to a stake; thence S. 53 W. 66⅔ poles to a stake, southerly corner to Martha Leeper; thence N. 37° W. to the beginning, containing fifty acres, more or less, together with all and singular the im=
=provements and appurtenances thereunto belonging, or in any wise appertaining. And also one other tract, as follows: Beginning at two ashes northerly corner to Richard Stevenson's and Lucas Sullivant's Survey No. 3483, and in the line of Richard C. Anderson's Survey No. 4824, run=
=ning with Anderson's line and course thereof; north 53° E. 66⅔ poles

to a stake in the line of Richard C. Anderson's survey; thence S. 37° E. 106 poles to a stake; thence S. 53° W. 66 2/3 poles to a stake in Stevens' and Sullivant's line; thence with their line N. 37° W. 106 poles to the beginning, containing fifty acres, more or less, being part of Survey No. 5009, with all the improvements and appurtenances thereunto belonging.

To Have and to Hold said premises unto the said Michael Ron, his heirs and assigns forever.

Provided always, and these presents are upon this condition, that whereas the said Peter Snider hath this day borrowed of said Michael Ron the sum of seven hundred dollars in gold and silver, the same to be paid in like manner in gold and silver by said Snider in three years from the date of this instrument.— The interest to be paid to Michael Ron, annually, from the time aforesaid, at the rate of eight per centum per annum.

Now if the said Peter Snider shall pay said sum of money, with the interest thereon, to said Michael Ron, or his assigns, when the same respectively become due, then these presents to be void — otherwise to be and remain in full force.

In Testimony whereof, the said Peter Snider has hereunto set his hand and seal, this first day of April, in the year of our Lord one thousand eight hundred and forty-two.

Executed in presence of
James E. Wilson
James Turner

Peter his ✗ mark Snider (Seal)

State of Ohio Union County
Personally appeared before me James
Justice of the Peace in and for said cou
Snider the signer & sealer of this
and acknowledged the within Mort
his act and deed for the Purpo
of prese this 1st Day of April
James

For and in consid
of Demas Adams
and interest to
may be derived

For value received
dollars received
all my right title
which may be

eration of Seven hundred
I hereby assign to him
this mortgage and all
therefrom Nov. 5th
Wilford Kifer

to wit the sum of seven
of Fay & Kilbourn I here
and interest to this morty
derived therfrom Jan 6th
Demas Adams

dollars received
all my right title
benefits which
1846

hundred and seven
by assign to them
age and all benefits
1847

Mr Kuhn
Receipt 21.00

No 3

Febuary 26th 1845 Received of Peter Snider
by the hand of Philip Snider twenty one
dollars on a mortgage given to Michael
Kuhn by Peter Snider

Michael Kuhn

No 4

July 24th 1845 Received
of Philip Snider twenty
dollars on a mortgage
given to Michael Kuhn
by Peter Snider.

Michael Kuhn

No. 5

Receipt from
Michael Kuhn

Received of Peter Snider by the hand
of Philip Snider thirty five dollars
for of mortgage Given by Peter Snider
to Michael Cohn [illegible]
March 17th 1846

No 6

Doc
Ebrning

Received Columbus Feby. 10. 1847. of Philip Snyder
Two Hundred and Seventy five dollars to be endorsed on
a Mortgage Executed by Peter Snyder to Michael Kuhn
for Seven Hundred dollars and recorded in the Recorders office
Union County Ohio, and assigned by said Michael Kuhn to
D. Adams and by D. Adams to Hay Wilbourne

$275.00

Hay Wilbourne

No 7

Foy & Kilbourn
v
Peter Snyder et al

3

In Chancery
Pending in Union Co
on Mortgage

Rec'd May 27. 1847 three hundred dollars on the above claim from Peter Snyder for Philip Snyder

Swan & Andrews
Attys for Foy & Kilbo

No 8

Hay & Kilbourn
v
Snider et al

In City Union Com pleas

Recd of Peter Snider
in the above case One hundred dollars

Swan & Andrews
Compts Attys

Aug 5 1847

$100

No. 9

Fay & Kibbourn
Receipt
to
P Snider

Fay and Kilbourn
v
Kon & Snyder

In Chy

Recd of Peter Snyder
per Phillip Snyder fifty dollars to be credited
upon any decree which may be made in
the above case

Oct 9/47
50.

Swan & Andrews
attys for Compts

No 10

Hy & Kilbourn
v
Michael Ron
and
P Snyder et al

In City Union Complcy

Recd May 11 1848 on above

claim forty six 56/100 dollars

Mr. $46.56 –

Swan V Andrews

Subtracting the last three payments with the interest thereon (amounting to $470.41) we have a new principal of $16.01

The amount due April 1st AD 1849 is $16.97

May 11th 1848 a payment of $46.56, was made = see Receipt No (10) the interest thereon to April 1st 1849 is $2.45

This last payment with interest thereon to April 1st 1849 being greater than the amount due at the same time; by subtracting we have a ballance in favor of the defendants of $32.04

The interest on this ballance at simple interest to the 1st day of July AD 1857 is $4.32, which added to the principal, gives a ballance for defendants of $36.36

Respectfully submitted
Curry & Robinson
for Defts

Michael Ron et al
ads
Fay & McBrien
Balance at time of interest
by Robinson

1701
013
567
1701
2268
11.34

17.12
46.56
17.12
29.44
Aug 11th 1848

Statement of the interest in the case of Fay & Kilburn against Michael Ron and others

Rule of Calculation

Find the amount due at the end of the year; if no payments have been made, call this amount a new principal, on which find the amount for the next year; if any payments have been made during the year, find the amount of these payments with the interest on them from the times they were made, unto the end of the year: then subtract the amount of the payments made during the year, with the interest thereon, from the amount due at the end of the year & call the remainder a new principal, &c

This rule applies where the payments of interest are to be made annually

The principal in April 1st AD 1842 was	$700.00		
The amount due in " " " 1843 "	$742.00.	which became a new principal	$742.00
Oct. 11th 1843 a payment of $36.00 was made =	see endorsement on Mortgage = The interest on this payment to the 1st of April 1844 is		$1.02
May 3d 1843 " " 22.00 " "	" " " "		$1.18
Aug 1st 1843 " " 30.00 " "	see Receipt No. (1) " " "		1.20
The amount due the 1st of April AD 1844 is $786.52 =	The amount of the payments with interest thereon is		$91.40
Subtracting this last amount from the amount due April 1st AD 1844, we have a new principal of			$695.12
The amount due April 1st 1845. (the end of the next year) is			736.82
Sep. 24th 1844 a payment of $5.00 was made = see Receipt No. (2) =	The interest thereon from time of its payment to April 1st 1845		.16
February 26th AD 1845 " $21.00 " " " (3) " " "			.13
Subtracting these two last payments with the interest thereon from the times they were made to April 1st 1845 we have a new principal of			$710.53
The amount due April 1st AD 1846 is			$753.16
July 24th AD 1845 a payment of $20.00 was made, see Receipt No. (4) =	The interest thereon to April 1st 1846 is		$.80.
March 17th 1846 " " $35.00 " " " (5) " " "			$.09
Subtracting these payments with the interest thereon to the end of the year ending April 1st 1846 (amounting to $55.89) we have a new principal of			$697.27
The amount due at the end of the year 1847 (April 1st) is			$739.10
Feb. 10th 1847. a payment of $275.00 was made - see Receipt No. (6)	The Interest on this payment till April 1st 1847 is		$2.38
Subtracting this payment with interest thereon to the end of the year (April 1st 1847) (amounting to $277.38) we have a new principal of			$461.72
The amount due April 1st 1848 is			$489.42
May 27th 1847 a payment of $300.00 was made = see Receipt No. (7)	The interest thereon to April 1st 1848 is		$15.00
Aug. 5th 1847 " $100.00 " " " " (8) " " "			$4.00
Oct. 9th 1847 " 50.00 " " " 9 " " "			1.41

The statute of 1848. authorizes the collection by suit, of money paid under usurious contracts = parties not "pari delicto"

Ohio Laws of 1848. vol 46. page 55

If the court shall be of the opinion that the masters report be erroneous as to that part which decides that money paid (over six per cent) in this case is irrecoverable = still it cannot find a balance due the complainants. and will dismiss the Bill with costs since the last payment to wit since May 11th 1848 at which time $46.00 were paid.

Fay & Tilburn
v
J. Snider et al's

Brief

Fay & Kelburn
vs
P Snider et als

This is a Bill to foreclose a mortgage filed May 1847. on which there has been no decree = Mortgage stipulates 8 per cent interest = If only 6 per cent interest can be collected the plaintiffs were overpaid in 1848. May 11th =

The defendant claims

1st That 6 per cent and no more can be collected under the statute in force when this contract was made

Swans Statutes 465
La Fayette &c vs Lewis 7. O. R. (pt 1. 80)

2d The court will take notice of usurious interest so long as the matter has not been entirely settled and closed up

Baggs vs Londenback 12. O. R 153

The payments made from time to time did not settle up the back interest so as that it comes under the rule "usurious interest paid" and parties in "paredelicto" for the court will apply any surplus over legal interest to the payment of the principal

12 Ohio Reps 157

The statute of Feb 1848 which took effect in March 1848 in vol 46. page 55 affects this cause because the last payment was made May 11th 1848

See report

Mary Kelbourn

vs

Michael Konetar

Ans & Set Aside

Filed April 14. 1857

James Kirkpatrick clk

Been right and fitt.

By Otway Cuny

Trig. Dolittle.

The Answer of Peter Snider, to the Bill filed against him by Cyrus Fay and Lincoln Kilbourne

This respondent, now and at all times hereafter, saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies contained in the Bill of said complainants, for answer to the same, or to so much of it as this respondent is advised is material to be answered, answers and says, that he admits that Peter Snyder, at the time alleged in said Bill did borrow of Michael Fox, the sum of seven hundred dollars and to secure the payment of said principal sum with eight per cent interest, did convey in fee simple to the said Michael and his heirs, the premises as described in said Bill, with a condition of defeasance, that if the said sum of money with eight per cent interest should be paid at the time mentioned in said Bill, the conveyance should be void

Now, your respondent further says, that he has paid the sum of nine hundred and forty dollars and fifty six cents, at the times here mentioned to wit as will appear from his receipts

Oct 11th 1843	$36.00
May 3d 1843	22.00
August 1st 1843	30.00
September 24-1844	5.00
February 26-1845	21.00
July 24th 1845	20.00
March 17th 1846	35 00
February 10th 1847	275.00
May 27th 1847	300.00
Aug 5th 1847	100.00
Oct 9th 1847	50.00
May 11th 1848	46 56
Total	$940.56

Your respondent further avers that he is ready to pay whatever may be found remaining yet due with legal interest, but that he is unwilling to pay more than six per cent interest unless this court shall otherwise decree — All which matters and things this defendant is ready to aver, maintain, and prove as this honorable court shall direct; and humbly prays that an account be taken and that your defendant be permitted to redeem on such equitable terms, as may

No. 47-CH-9

Union Common Pleas Court

James Galloway Plaintiff,

against

A. S. Alden Defendant.

OCT TERM. 1847

850725

Journal 4 Page 78

Record No. No Record. Page

Ex. Doc. Page

Aug 8

James Galloway
to
Andrew S. Alden

8 – 6 x 4
m. 12 g

C. ~~A~~ 19

Union Com Pleas

James Galloway

vs } Bill in Chancery

Andrew J. Alden

Filed May 5th 1847

John Cassil Clerk

A. Galloway

Sol. for Complt

To the Judges of the Court of Com Pleas of Union County Ohio in Chancery Sitting

Your petitioner James Galloway of Greene County Ohio, respectfully represents that at the November Term 1841 of this Court he obtained a judgment against Andrew S. Alden of the county of Union & State of Ohio for the sum of Four Hundred & Forty three dollars & seventy five cents ($443.$\frac{75}{100}$) & costs of suit: That on the 8th day of September 1846 Execution was issued upon said judgment by the Clerk of this Court directed to the Sheriff of this County, When on the day of 1846 made return thereon that he found no ~~goods or chattels, lands or tenements~~ property whereon to levy: Your petitioner's judgment therefore remains unpaid.

Your petitioner further represents that on the 18th day of January 1840, he sold to said defendant Two Hundred (200) acres of land lying in Union County Ohio ~~& described as follows~~ ~~viz~~ being Survey No 6543 in the name of Andrew Alexander, & bounded & described in the title bond given by your petitioner to said defendant at the time aforesaid as follows, viz Beginning at two elms & a black oak Westerly corner to John Peterson's Survey No 5602, thence with his line N. 30° E 100 poles to three elms, Northerly corner to said Peterson's Survey: thence with another of his lines, S. 60° E. 96 poles crossing a branch to two elms & a hickory: thence N. 12° E. 68 poles to four elms: thence N. 60° E. four poles to two elms & a black oak: thence N. 28° W. 82 poles to two black jacks & a hickory: thence N. 40° E. 46 poles to three bur oaks: thence N 50° W. 130 poles crossing a branch at 70 poles to two bur oaks & an elm: thence S. 23 W. 280 poles crossing a branch to two white oaks & a hickory: thence S. 60° E. 80 poles to the beginning. — That by the ~~terms~~

the title bond so given as above stated, the defendant was invested with an equitable title in said premises & that for the purchase money remaining unpaid upon said premises your petitioner obtained the judgment afore said for the sum afs^d & at the time aforesaid, & which notwithstanding the efforts to collect it, still remains unpaid, & that there is now due & owing to your petitioner on said judgment, principal & interest, the sum of Four Hundred and Ninety five dollars & fifty cents

Your petitioner therefore prays for a writ of subpoena against said Andrew S. Alden, that he may be made defendant to this bill, that an account may be taken of what is due to your petitioner admitting as he does the following payments on said judgment viz Fifty dollars, January 31st 1844 – Thirty dollars, May 9th 1845; & Eighteen dollars June 18th 1846, in all Ninety Eight dollars. Your petitioner further prays that all the right title & interest of said Alden in & to the premises hereinbefore described, or to so much thereof as may be necessary to be sold for the payment of what is due to your petitioner, may be sold for the satisfaction of said judgment with legal interest thereon from the time of its rendition – & for such other & further relief as may be equitable & right.

Albert Galloway
Sol. for Petitioner

May 5th 1847.

Union Com Pleas

James Galloway

vs

Andrew J. Alden

Sub in Chy

Filed May 7. 1847

Robert Cozad Clerk

Served on the 6th day of May A.D. 1847 by leaving a true copy of the writ at the defendant's residence in the presence of the wife

Fees Service 35
Copy 12½
mileage 30 = 77½

Philip Shuler Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Andrew S. Alden

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 James Galloway

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 May A. D, 1847

John Cassil Clerk of Com. Pleas.

Chancery Case File

Case No. 1847-CH-0010

Chancery Case

1847-CH-0010

located with

Supreme Court Case

1847-SC-0007

No. 47-CH-11

Union Common Pleas Court.

John Keens
Plaintiff,

AGAINST

Daniel Robinson et al
Defendant.

NOV TERM. 1852

Dismissed

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Record No. Page

Ex. Doc. A Page 217

Chy No. ~~20.~~ ~~11~~ 13

No 13

John Reers

vs

Daniel Robinson et als

Cost Bill

made

not Recd

C. #21

Union Com. Pleas

John Rees

vs

Daniel Robinson Et al

Bill in Chy.

Filed May 8th 1847
John Hazlil Clerk

By P B Cole

Not. for dem
Rec'd of Court not
coming to hand

Mina Robinson
Jr Daniel Robinson
Daniel Robinson
as Adm. Robinson

7 Rec'd

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

John Kerns of the County of Champaign represents unto the Court that on or about the 24 day of June A.D. 1846 your orator and wife deeded to one Bartlet G Robinson since deceased the following described real estate situate in the County of Union lot Lots No 21. Lot No 15, 17, 19, — 23 25 = 7 all in the town of Watkinsville and Survey No 5477. also three and 3/4 acres of Land being part of Survey No 1307 in the name of R Sandridge bounded as follows beginning at a stone in the line of original survey on the goar Road and Corner to said Watkins tract of Land thence with the original line N 81. E 17 poles to a stone an other Corner to Said Watkins thence with his line N 9 W 35 poles to a stone and two small sugar trees Corner to James Thompson Jr thence with his line S 81 W 17 poles to a stone and Corner to said Watkins thence with said Watkins line S 9 E 35 poles to the beginning — And your orator further represents that the said deed from your orator to the said Bartlet G Robinson was a deed of trust and that the said Robinson held the same for the use of your orator, - without having paid any consideration for the same — And your orator further charges that the said Robinson was about to reconvey said real Estate to your orator the purposes of the trust having expired but that said Robinson was prevented from so doing by his last sickness and death, which took place some time in the fall of 1846 —

Your Orator further that the said B G Robinson died without any Children or widow, — but that he left the heirs being his brothers & sisters to wit — Joseph Robinson Henry Robinson — Wm McCauley & Harriet his wife John Stewart & Mary his wife — Morgan Sarge and Margaret his wife — all of age & of Majority, and who have conveyed by quit claim to your orator all their interest in said Real Estate since the death of the said B G Robinson, — the said being herewith filed & made a part hereof — and your orator further represents that the said B Robinson left the following minor brothers to wit Samuel Robinson Adam Robinson and Samuel Robinson — from whom your orator prays may be made defendants to this bill — and your orator further prays that in as much as he is without remedy at law and in consideration of the premises that your honors may find by your order & decree in consequence of quit claim to your orator the interest of the said defendants in the above described premises to your orator — and that your honors will grant him such other and further relief as equity may require

By W Blevins
his Sol,

Rees
vs
Robinson et al,

Answer of
Guardian
Ad Litem

Filed Aug. 6th 1847
John Cassil, Clerk

John Rems
vs
Daniel Robinson
Samuel Robinson
& Adam Robinson

Union Com. Pleas
In Chancery

Otway Curry Guardian Ad Litem for Daniel Robinson Samuel Robinson & Adam Robinson the infant defendants in Case. Comes and says that he cannot gainsay the allegations in said bill — 2 o.

Otway Curry
Guardian Ad Litem

Filed Com

Union - Common Pleas

John Keens
vs
Daniel Robinson
et al

Filed May 8. 1847
John Kapil Clerk

Served on the 8th day of May A.D. 1847
by leaving a true copy of this writ at the residence
of each one of the within named defendants

Fees - Service 75
copies 30
mileage 40
1 45
1 60
3 05

Philip Shriner Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Daniel Robinson Samuel Robinson & Adam Robinson

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 John Keens

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 May A. D, 1847

John Cassil Clerk of Com. Pleas.

D. A. 217

John Reeves
vs
Daniel Robinson
et als

Debt

Costs $8,33
this writ, 70

Filed Oct 3rd 1835
Zaba Randall Clerk

Received

W Rice

Received this August 27th 1835 Service the alias September 18th 1835 once attached received the amount of costs in this case

Fees, service 35
Return 10
Mileage 55
$1.00

Williams Rodgers Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the court house in the town of Marysville, on the Eighth day of November A. D. 1852,

Daniel Robinson et als recovered against

John Kerns

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 $ 8,33 for his cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said John Kerns

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the _____ day of _____ A. D. 18_____ until paid, also the sum of $ _____ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 27th day of August A. D. 1853.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Chancery Case File

Case No. 1847-CH-0012

No. 47-CH-12

Union Common Pleas Court.

Perry F. Magar
Plaintiff,

AGAINST

Ann Kile et al
Defendant.

OCT 1847

Decree for pltf

Journal 4 Page 63

Record No. 5 Page 1 500

Ex. Doc. Page

represent that Ann Kile (formerly Ann Beard widow of Josiah Beard deceased but now intermarried with Robert Kile) is entitled to dower in the same premises, in which dower right said Robert Kile husband of said is interested by intermarriage with her.

Your petitioners therefore make said Ann Kile and her said husband Robert Kile defendants to this petition; and pray that partition may be made of said lands and the said dower of the said Ann assigned therein.

By Allison & Lemm
their Attorneys

Union Common Pleas.

Jerry H. Hager et ottres
vs.
Ann Kile et al.
Petition for Partition

Filed May 8th 1847
John Bufferd Clerk

Sep 20.

Allison & Lemm
Attys

The Defendants will take notice of the Petitioners intention.
Allison & Lemm
Attys for petitioner

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

Your petitioners Leroy F. Hager and Achsah Ann Hager wife of said Leroy F. Hager (formerly Achsah Ann Beard), Josiah Beard, and Robert Kile Guardian of Cyrus Beard and Samuel Beard minor Children of Josiah Beard deceased, all of Union County Ohio, represent that they have a right to and are seized in fee simple of the following described real estate, in the following proportions: the said Leroy F. and Achsah Ann Hager the one fourth part thereof; the said Josiah Beard the one fourth part thereof; the said said Cyrus Beard ward of said Robert Kile the one fourth part thereof; and the said Samuel Beard ward of said Robert Kile the one fourth part thereof; said real estate is described as follows: Situate in Union County Ohio on the waters of Darby Creek, being part of Virginia Military Survey No. 3686 in the name of Lucas Sullivant, beginning at two Ashes and a hickory (all down) north east corner to Lucas Sullivants Survey No. 3686; thence with the back line of said Survey, S. 38° E. 151½ poles to a sugartree and dogwood a corner to land sold by Lucas Sullivant to Frederick Sager; thence with Sagers' line S. 52° W. 318 poles to a stake on the bank of Darby Creek; thence up the Creek N. 87° W. 28 poles to a small white oak; thence N. 38° W. 12 poles to an elm; thence N. 92° E. 48 poles to a buckeye, hornbeam and red bud (all down); thence N. 38° W. 114 poles to a sugartree ~~Ironwood~~ and hickory in the upper line of the original Survey No. 3686; thence with said line N. 52° E. 280 poles to the beginning, Containing two Hundred and Seventy two acres more or less. ——— And your petitioners further

Filed May 8th 1847
John Cassil, Clerk

We, Robert Kile and Ann Kile, wife of said Robert Kile, (formerly Ann Beard) do hereby authorize Jackson B. Doughty as our Attorney to waive service and process thereof, and enter an appearance as Defendants in a case in the Court of Common Pleas of Union County Ohio, in which the Heirs of Josiah Beard deceased ask partition of the real estate left by said Josiah Beard at his death. Given under our hands and seals this 8th day of May A. D. 1847.

Robert Kile (Seal)
Ann Kile (Seal)

Union, common Pleas

Leroy F. Hager et al
vs
Ann Kile et al

Filed May 8th 1847
John Cassil, Clerk

I acknowledge ~~service~~ service
hereof and enter
the appearance
of the said Ann
Kile and Robert Kile
J. C. Dougherty

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Ann Kile & Robert Kile

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 Leroy F. Hager & others

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 8 day of May

A. D, 1847

John Cassil Clerk of Com. Pleas.

of Common Pleas within and for the said County of Union together with this writ forthwith

Witness John Cassil clerk of said Court at the Court house this 5th Day of August A.D. 1847.

John Cassil Clerk

I executed this writ by the oaths of the named Daniel Kent John McCamel and William M. Robinson, September 17, 1847

Fees = mileage 50
Service 100

Philip Snider Sheriff

Union Com. Pleas

Troy & Hagerstown
vs
Ann Wilcoxson

Pet for Partition

Filed Oct 5 1847
John Cassil Clk

Cost Bill man
Record
Recorded

OCT 1847

The State of Ohio Union County ss
To the Sheriff of said County Greeting
We command you that without delay by
the oaths of Daniel Kent John McCamel and
William M Robinson you cause partition to
be made of the following lands to wit.
Situate in the County of Union and State of Ohio
on the waters of Darby Creek being part of Virginia
Military Survey No 3686. in the name of Lucas Sulivan-
-nt. begining at two ashes and a hickory (all down)
north east corner to Lucas Sulivant Survey No 3686
thence with the back line of said survey S. 38. E. 157½
poles. to a sugar tree and dogwood a corner to land
sold by Lucas Sulivant to Frederick Sager thence
with Sagers line. S 52° W 318. poles. to a stake on the bank of
Darby Creek thence up the creek N 87°. W 28 poles. to a small
white oake thence N 38°. W. 12 poles to an Elm. thence N 92°
E. 48 poles. to a buckeye. hornbeam and beech (all down)
thence N 38°. W. 114 poles to a sugar tree Iron wood and hickory
in the upper line of the original survey No 3686. thence
with said line N 52° E 280. poles to the begining containing
two hundred and seventy two acres more or less -
to the following persons and in the following proportions
to wit. to the said Ann Kile & her husband Robert Kile one equal third part
and that by the like oaths of Daniel Kent John McCamel
and William M Robinson partition be made of the
said lands subject to said dower estate in the following
proportions to wit to the said Leroy F. Hager and
Achsah Ann Hager the one equal fourth part to the
said Josiah Beard the one equal fourth part to the
said Lyons Beard the one equal fourth part to the
Samuel Beard the one equal fourth part;
And that your proceedings in the premises you
distinctly certify under your hand to our Court-

Filed Oct 5 1847
John Carrie Clk

Commissioners fees two days Each -- $6,00
~~Wm M Robinson~~ -- ~~$3,50~~
John McCampbell and Daniel Hunt as chain
Carriers two day Each - $3,00
Wm M Robinson as Marker two days -- 1,50
$10,50

We the undersigned having been appointed by the court of common pleas of union County Ohio as commissioners to partition the real Estate of Josiah Beard late of said county deced after having been duly sworn and upon actual view of said premises. do make the following report to wit. Lot No 1. commencing on the N W Side of said real Estate we do set of to Josiah Beard Lot No 2 to Siras Beard Lot No 3 to Samuel Beard and Lot No 4 to Laroy F Hager & Sarah Ann wife of said Laroy F Hager

we also set off one Equid Third part of said real Estate to Ann Hill and Robert Hill her husband as the Dower Estate of the said Ann Hill. Equilly incumbering Each of said Lots - also set off a passway in common one rod wide on the south side of said Lot No 4 commencing at the Southerly corner of said survey and continuing on said line so far as said Dower continues on said Line

Reference is had for an accurate description and plat of said Lots and dower to the surveyors report which is here to annexed

all of which is hereby respectfully submited - Given under our hands this 17th day of September A D 1847 -

Wm W Robinson
Daniel Kent
John M'Campbell
} Commissioners

We also set off a passway one rod wide on the N E line of the Dower from the road to the N. W. line of Lot No 3. Wm W Robinson Daniel Kent
John M'Campbell — Commissioners

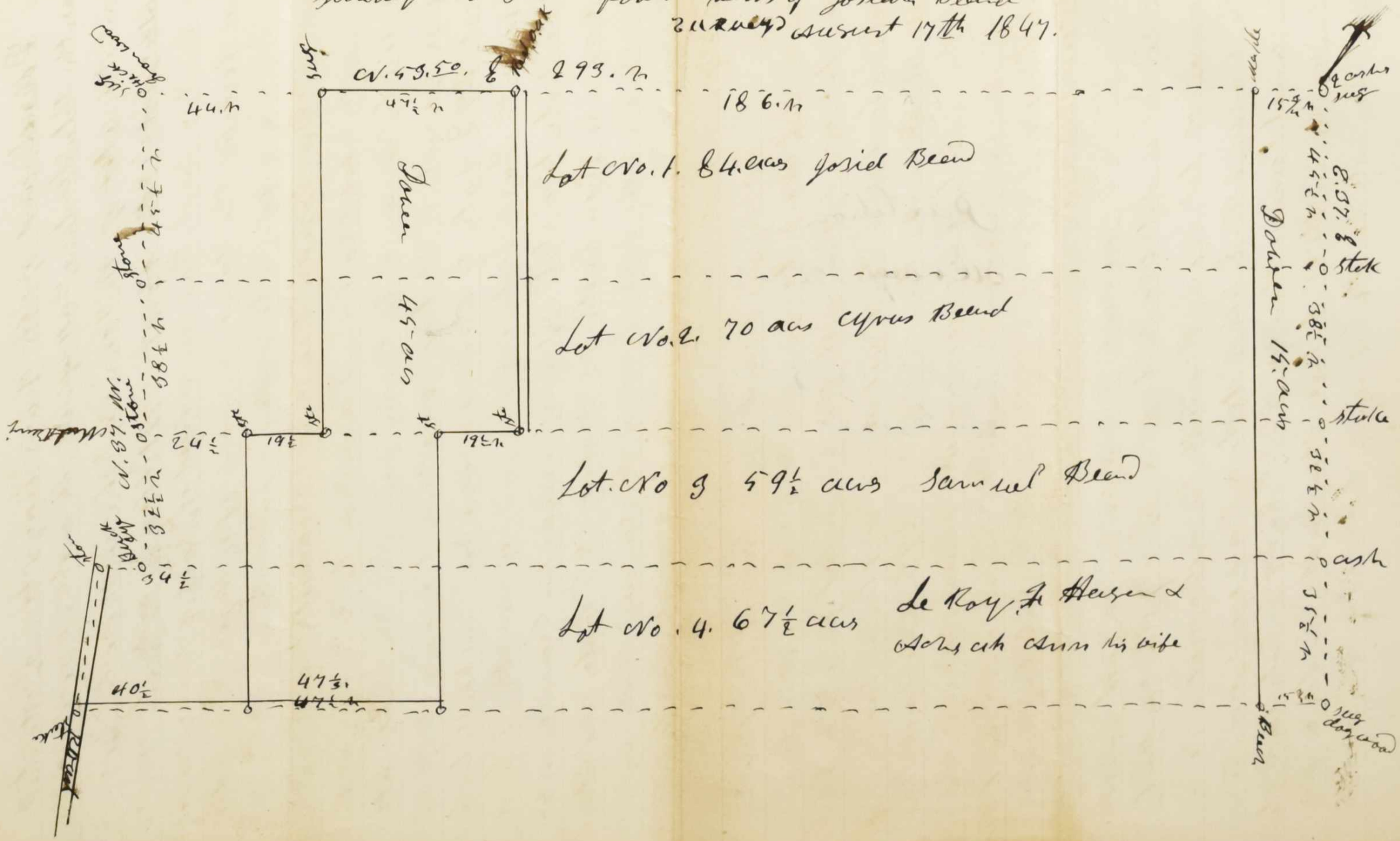
Dowson and of the pass ways being marked with Black lines all of which are represented in the plat of the survey here with returned

August 17th 1847 William B. Grim
City Surveyor
U.C.O

Partition
Surveyors Return

Filed Oct 5 1847
John Garvie Clk

Survey No 3686 for the Heirs of Josiah Beard
Surveyed August 17th 1847.



State of Ohio Ashtabula Cty ss

Under an order of partition from the Court of Common pleas at their August term 1847 I proceeded under the direction of William M. Robinson John McCampbell & Daniel Kent Commisioners on sd order to survey the tract of land there in named it being part of survey No 3686 and devided the same among the Heirs of Josiah Beard named in sd order as follows

To Josiah Beard as his equal fourth of sd premises Lot No. 1. in sd division he sinking at the westerly Corner of sd survey from there running with the original N. W. line connecting the Course N 53 50 m East 293 poles to a ashes & a sugartree the Northerly Corner then with the N. E. line of the survey South 37. East 45½ poles to a stake witness a sugartree Bearing N. 38 East 7 links then South 53 50 m West 293 poles and planted a stone in the S. W. line of the survey then with sd line N. 37. W. 45½ poles to the beginning Containing Eighty four acres

To Cyrus Beard as his equal fourth of sd land Lot No. 2. beginning at a ston southerly Corner lot. No. 1. then with the original line S. 37. E. 38½ poles planted a stone Witness a Mulberry Bearing 241 W. 28 links then. N. 53. 50 m E. 293. poles to a stake in the N. E. line witness a Beech & ress then with sd line N. 37. W. 38½ poles to the Easterly Corner of Lot No 1 then with the line of sd lot S. 53 50 m W. 293. poles Containing ~~7~~ Seventy acres

To Samuel Beard as his equal fourth of sd land Lot No. 3. beginning at the Southerly Corner of lot No. 2. then with the original line of the survey S. 37. E 38½ poles to a Buckeye one of the original Corners then N. 53. 50 m E. 293 poles to a stake & White ash in the N. E. line then with sd line N. 37 W. 38½. poles to the Corner of lot No. 2. then with

the line of sd lot S. 59 50 m W. 293 poles to the beginning containing fifty nine one half acres.

Jo LeRoy & Hagen & Abraham Ann his wife as their equal fourth of sd land lot No. 24. beginning at a buckeye southerly corner to lot No. 3. then S 59 50 m West 10 poles to a stake in the center of the Road then with sd Road S. [illegible] E. 35 1/8 poles to a stake in the line of Fredrick Sagers land then with his line N. 59 50 m E 309. poles to a sug & dog wood sagers corner then N. 37. W. 35 1/2 poles to the corner of lot No. 3. then with the line of sd Lot S 59 50 m W. 293. poles to the beginning containing sixty seven and one half acres

Jo Ann Kile and Robert Kile their heirs land here Dower in sd land beginning at a sugar tree in the N. W. line 44 poles N. 59 50 m E from the West corner from there running N. 59 50 m E. with sd line 47 1/3 poles to a stump & Redoak then S. 37. E. 84 poles to the line of lot No 3 then with sd line S. 59. 50 m W. 19 poles to a stake then S. 37. E. 67 1/2 poles to a maple in sagers line then with sd line S. 59 50 m W. 47 1/3 poles to a stake then N. 37. W. 67 1/2 poles to the N. W line of Lot No 3. then with sd line N. 59. 50 m E. 19. poles to a stake then N. 37. W. 84 poles to the beginning containing forty five acres also for timber a lot on the N. E. land of the survey beginning at the original North corner thence running with the N. E. line S. 37. E. 152 poles to a white oak tree & dog wood then S. 59 50 m W. 15 3/4 poles to a Beech then N. 37. W. 152 poles to a maple in the N. W. line then with sd line N. 59 50 m E. 15 3/4 poles to the beginning containing fifteen acres also a passway to be used in common one Rod wide along the S. E. line of the survey as far as the dower extends and one of the same width on the N. E. line of the Dower from the Road to the line of lot No 3. the lines of the

Chancery Case File

Case No. 1847-CH-0013

No. 47-CH-13

Union Common Pleas Court.

Wm M Robinson admr
Plaintiff,

AGAINST

Mary Rickard et al.
Defendant.

JUN
APR TERM, 1848

DECREE FOR PLAINTF

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Record No. 5 Page 272

Ex. Doc. Page

In Union Com Pleas

Jno M Robinson
Admr &c

vs

Mary Richard et al

Petition to sell

Filed May 8th 1847
John Capel, Clerk

Sale confirmed & deed ordered. June 7. 1848

Cost bill made
Record

Recorded

Allison & Lenny

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

Your petitioner William M Robinson administrator of the estate of Simon Rickard deceased, respectfully represents; that the total value of the personal estate and effects of said decedent, is, as near as can be ascertained One hundred and twenty 2 2/100 dollars; which will more fully appear by the certificate of the Clerk of this Court, herewith filed, marked (A); That the amount of debts owing by the deceased, as nearly as they can be now ascertained amount to Seven hundred and fifty dollars; and the amount of charges of administration to dollars. The personal estate and effects are insufficient to pay said debts.

The said decedent died seized in fee simple of the following real estate, situate in the County of Union and State of Ohio, being part of Survey No 5235 and bounded and described as follows:- Beginning at two Black Haws and one elm, lower corner on the Creek to land sold by Lucas Sullivant to Joshua and James Ewing - thence down the creek N. 2°. E. 52 poles, N. 53° E. 94 poles, - S. 53°. E. 52 poles, S. 10°. W. 24 poles, S. 60. E. 36 poles, - S. 28°. E. 30 poles to a forked sycamore and elm upper corner to a tract of land formerly owned by Richard Taylor now by Otway Lowry, - thence with the said line S 52°. W. 172 poles to two Buroaks and elm - thence N. 75°. W. 26 poles to two small sassafras & cherry tree; - thence N. 88 poles passing Ewing's

lower back corner, and with their line to the begining containing one hundred and twenty acres more or less.

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

The following persons are the heirs having the next estate of inheritance in the premises above described, from the said decedent. Namely: George Rickard, Ann Rickard and Mary Jane Rickard.

Your petitioner prays that the said widow, and the said persons above mentioned and described, having the next estate of inheritance in said premises, from said decedent, be made parties defendants to this petition; that the dower of the said Mary Rickard may be set off, ~~the dower rights~~ and that your petitioner may be ordered to sell said real estate, or so much thereof as may be necessary to pay the debts of said estate, &c and such other relief, &c.

By Allison & Curry His Soltrs

The Clerk will issue subpoenas to Mary Rickard, George Rickard, Ann Rickard and Mary Jane Rickard returnable forthwith.

To John Cassil Clerk

May 8th 1847

Allison & Conway
Solrs

Union Common Pleas

Wm M. Robinson
admr &c
vs
Mary Rickard et al

Served on the 8th day of May A.D. 1847 by delivering an attested copy of this writ at the residence of each one of the within named defendants

Fees=Service 1.05
copies 1.00
mileage 50

Philip Snider Sheriff

Filed May 8, 1847
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 Mary Rickard, George Rickard, Ann Rickard & Mary Jane Rickard

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~~ Petition to sell Land ~~in Chancery~~, exhibited against them by William M. Robinson Administrator &c

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 8 day of May A. D, 1847

John Cassil Clerk of Com. Pleas.

Union Com Pleas

Wm M Robinson Admr de
bns
Mary Richard et als

Petition sale

Filed Oct 6th 1847
John Cassil Clk

Cost bill made
Record

Foregoing is truly copied from the formal record of Davie County.

In testimony whereof I have hereunto subscribed my name and affixed the seal of Davie County this 5th day of August A.D. 1849.

John Cassil Clerk

Wm M Robinson
Administrator &c
vs
Mary Richard

Petition to Sell.

On Motion to the Court by Messrs Allison & Curry Counsel for the Petitioner It is Ordered that the Said Mary Richard be endowed of one hole equal third part of the following real estate in the petition mentioned to wit: Situate in the County of Union and State of Ohio, being part of Survey Number fifty two thirty eight and bounded and described as follows ~~to wit~~ begining at two black haws and an elm lower corner on the crest to lands sold by Lucas Sulivant to Joshua and James Ewing thence down the creek N 2° E. 52. poles N. 53° E 94. poles. S 53° E. 52 poles. S 10° W. 24 poles. S 60° E 36. poles S 28° E 30 poles, to a forked Sycamore and Elm upper corner to a tract of land formerly owned by Richard Taylor, now by Otway Curry thence with the said line S 52° W. 172. poles. to two buoaks and Elm thence N. 75° W 26 poles to two small Sassfras, and Cherry tree thence N 88. poles passing Ewings lower back corner and with their line to the begining, Containing One hundred and twenty acres more or less and it is further Ordered that Daniel Kent John M. Cauel and Leroy F. Hager, being first duly sworn, do upon actual view of the premises set off and assign the said dower to the said Mary Richard and make return of such assignment together with the just valuation of said real Estate subject to said dower forthwith

The State of Ohio Union County ss

I John Cassil Clerk of the Court of Common Pleas in and for said County do hereby certify that the

Union Com Pleas

Wm M Robinson Admr
of Simon Richard
vs
Mary Richard & Chas
Richard & Dorothea

For obedience to the with in writ
We the under signed do set of to Mary
Richards her Dower in the within discribed
land Thirty five acres Bounded as follows
be ginning at a white oak in the East line
of the survey on the W. side of the Road lead
ing to Pleasant valley from then Running
with the line W. 52 E. 98. poles to a forked sycamore on the Bank of the creek then up the
Creek 40 poles to the Center of the Road
then with the Road South 40. West 80 poles to a stump tree
then with the valley Road S. 24 E 56 poles to the be ginning

We also set of fifty five acres of the sd survey
to be sold to pay the debts of the estate of Simon Richard
deceased bounded as follows be ginning at the center
of the Road in the West line of the survey then Running
with sd line North 80 poles to the creek lower Corner
to Edwings land then down the creek with the calls
of the deed to the Center of the Road then with the Road
S. 40. West 107 poles to the be ginning which we ap
praise to nine teen dollars an acre to be sold free from Dower
of the widow

William B. Irwin
Stephenson Conn
Samuel McCullough

Commissioners

Wm M Robinson Admr
vs
Mary Richard & Chas

Filed April 26, 1865
John Cassil Clk

W M Robinson Admr of Simon Richard } Petition to Sell.
vs
Mary Richard et als } On motion to the Court and by Consent of Parties the former Assignment of Dower and Appraisment made in this Case is hereby set aside by the Court. It is therefore Ordered that the said Mary Richard be endowed of One full equal third part of the following real estate in the Petition mentioned to wit. Situate in the County of Union and State of Ohio being part of Survey No. 5238. and bounded and described as follows. beginning at two black haws and one elm lower corner on the Creek to land sold by Lucas Sullivant to Joshua and James Ewing thence down the creek N. 2.° E. 52 poles N. 53.° E. 94. poles. S. 53.° E. 52. poles S. 10.° W. 24 poles S. 6 0.° E. 36. poles. S. 28.° E. 30 poles to a forked Sycamore and elm upper corner to a tract of land formerly owned by Richard Taylor. now by Otway Curry. thence with the said line S. 52.° W 172 poles to two buroaks and elm. thence N. 75.° W. 26 poles to two small sassafrasses & Cherrytree. - thence N. 88. poles passing Ewing lower back corner. and with their line to the begining Containing One hundred and twenty acres more or less. and It is further Ordered that William B. Irwin. Samuel McCullough. and Stephenson Curry. being first duly sworn do upon actual view of the Premises set off and assign the said dower to the said Mary Richard. and make return of such assignment and also sum off from the ballance. so much as will secure by sale seven hundred dollars. the probable ballance of claims due from said estate. and appraise the same as clear from the dower of said Mary Richard and make their report herein forthwith

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 foregoing is truly copied from the journal of said Court at their April Term A D 1848.

Witness my hand and seal of Office this 26th day of April A. D. 1848.

John Cassil clerk

Union Com. Pleas

Wm M Robinson admr
vs
Mary Rickard et al

Order of Sale

Filed June 25 1848
John Cassil Clk

Wm M Robinson admr of Simon Rickard decd
vs
Mary Rickard et al

Common Pleas
Petition to sell land

In pursuance of an order of sale made at the April term 1848 of said court, I gave notice of sale in due form of law, and at ~~the~~ the time and place mentioned in said notice of said sale, to wit on the premises mentioned in the orde, on the 17th day of June A D 1848 at one oclock P. M. I offered said property at public vendue; and George M. Rickard having bid there for Seven Hundred and Seventy 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

Wm M Robinson administrator of the Estate of Simon Rickard decd

Publication of notice $2.12

June 17th 1848

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 and copied from the Journal of said Court. at the April Term A.D. 1848.
to wit,

Wm M Robinson. Admr de
vs
Mary Rickard et al } Pet. to sell,

On motion to the Court by Mess Allison & Curry. Counsel for the petitioner and upon producing the assignment of dower and the assignment of a portion of the Land in the Petition described for the payment of the Debts of said Estate. together with the appraisement of the tract of Land so set off to be sold as aforesaid herein made by William B Irvin, Stephenson Curry. and Samuel McCullough. under a former order made at this term of this Court, It is Ordered that the said William M Robinson. proceed according to Law to sell Upon the premises the said Real Estate so set off and appraised as aforesaid part of the premises in said petition described and upon the following terms to wit, One half Cash in hand and the ballance in one year with interest from the day of sale to be secured by mortgage on the premises. And it is further Ordered that the said William M Robinson, make return of his proceedings in the premises to the next term of this Court,

In testimony whereof I hereunto Subscribe my name and affix the seal of said Court at Marysville this 16th Day of May A D 1848.

John Cassil, Clerk,

Filed June 28, 1848
John Cassin clk.

May 17, 1848. n52w4

Sale of real estate by order of court.

ON the 17th day of June, 1848, at 1 o'clock, P. M., upon the premises hereinafter described, lying near Pleasant Valley, will be sold to the highest bidder, the following real estate as the property of Simon Rickard, deceased, to wit: Situate in Jerome township, Union co., Ohio, and part of Survey No. 5238, bounded as follows: beginning at the centre of the road in the west line of the Survey; thence running with said line N 80 poles to the creek, lower corner to Ewing's land; thence down the creek with the calls of the deed to said Simon Rickard to the centre of the road; thence with the road S 40 W 107 poles to the place of beginning, containing 55 acres; appraised at $19,00 per acre; free of dower. Terms of sale one half cash in hand, and the balance in one year with interest from the day of sale, to be secured by mortgage upon the premises.

WM. M. ROBINSON.
Adm'r of Simon Rickard, dec'd.

May 17, 1848. n52w4

State of Ohio Union County, ss

P. B. Beale publisher of the Argus a News Paper published in said County makes oath that that the Notice hereto attached was published for four consecutive weeks in said paper commencing on the 17th day May 1848 being a notice for the sale of Real Estate by Wm M Robinson as Adm of Simon Rickard

P. B. Beale

Sworn to & subscribed before me June 28 1848 John Cassil, Clerk

pr. pa 2.00
probate 12
$2.12

Yiba april 28, 1848
John Cassil MR

I hereby Certify the a joining Plat to be a Correct diagram of a Survey made by order of the Court of Common pleas Union County Ohio of 120. acres in Survey No. 5238 to set of Dower to Mary Rickard Widow of Simon Rickard dec'd ~~and~~ by which is set of to Sd Mary Rickard Lot No 1 in Sd Survey Containing thirty five acres and by which is set of to pay the debts of Sd Estate 55 acres Marked as lot No 2. which we apprais ~~to lot~~ at nineteen dollars per acre

William B. Irwin Surveyor

fees in this Case for surveying plating and recording.
$ 4.00

Ste Stephenson Company two days. $ 2.00
Samuel McCullock 2.00

No. 47-CH-14

Union Common Pleas Court.

Isaac White
Plaintiff,

AGAINST

Rawley White Sr.
Defendant.

OCT 1847

Decree for Deff-

Journal 4 Page 79

Record No. 5 Page 180

Ex. Doc. Page

Isaac White

vs } Partition

Rawley ~~Hale~~ White jr

Filed May 13th 1847
John Cassil, Clerk

Cost bill made
Record

Recorded

OCT 1847

K. Thomas

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

Your petitioner Isaac White of the State of Virginia represents, that he has a legal title, and right to, and is seized in fee simple of the undivided three fourths part of the following real Estate situate in the County of Union and State of Ohio to wit; Survey Number one thousand three Hundred and ninety four entered in the name of John White for one thousand one hundred ten and two thirds acres of land (No 1394) (1110 2/3 acres), on the waters of Mill Creek Beginning at two Elms and a Maple South East corner to James Jenkins' Survey No 3349, running thence with his line N 10° W 450 poles crossing a branch at 236 and one at 334 poles to two Beeches an Ash and Sugartree North East corner to said Jenkins Survey, and South West corner to said Whites Entry No 3956 - Thence with the line of the last mentioned Survey N 80° E 400 poles to a Red Oak, Ash and Buckeye, Thence S 10° E 450 poles to an Ash Elm, and Maple, Thence S 80° W 400 poles to the beginning — And your petitioner further represents that ~~Haley~~ Rawley White of the State of Virginia is a tenant in Common with your petitioner in said described premises - Your ~~parti~~ petitioner therefore prays that partition of said Lands may be made 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 attorney

55R 4.

White
vs
Partition
White

proof Publication

Filed Aug. 6th 1845
John Cofoil, Clerk

Notice.

ROWLEY WHITE will take notice that a petition was filed against him on the 13th day of May, A.D.1847, in the Court of Common Pleas of Union county, Ohio, by Isaac White, and is now pending, wherein the said Isaac White demands partition of the following described Real Estate, to wit: Survey No. one thousand three hundred and ninety-four, entered in the name of John White for one thousand one hundred ten and two thirds acres of land (No. 1394) (1110⅔ acres) on the waters of Millcreek, beginning at two elms and a maple south east corner to James Jenkins' survey No 3349, running thence with his line N 10 ° w 450 poles crossing a branch at 236 and one at 334 poles to two beeches, an ash and sugartree northeast corner to said Jenkins' survey, and southwest corner to said White's entry No 3956; thence with the line of the last mentioned survey N 80 ° E 400 poles to a redoak, ash and buckeye; thence S 10 ° E 450 poles to an ash, elm and maple; thence S 80o w 400 poles to the beginning; and that at the next term of said Court application will be made by the said Isaac White for an order that partition may be made of said premises. ISAAC WHITE.

By his Atty. K. THOMAS.

May 26, 1847. n1w7

State of Ohio
Union County } ss

P. B. Leale publisher of the Argus a newspaper printed and general circulation in said County makes solemn oath that the notice hereto attached being a notice in partition of Isaac ~~Rowley~~ White v Rowley White was published in said paper for seven consecutive weeks immediately previous to the 3d day of August 1847.

P. B. Leale

Sworn to & subscribed in open Court this 6th day of August 1847

John Capel Clerk

Commissioners
Report

Isaac White
Jun
Kawley White

In petition

In the discharge to an order from the Court of Common pleas at their oct term 1847 in the above case in which the under signed were appointed Commissioners after being duly sworn we report that on actual survey of the whole survey of 13 94 in the name of Isaac White we find it to contain one thousand and three hundred and sixteen acres and we set off to Isaac White as his Equal three fourths of sd survey the following part or portion to wit beginning at a Red oak & Buckeye the original N. E. Corner of the survey from there Running with the East line there of South 10. East 490 poles to a ash and Maple the original South East Corner then with the South line of the survey South 80 West. 311 poles to a sus Beech & Maple then North 10. West 490 poles to a Beech & ash in the North line then with sd line North 80. E. 311 poles to the beginning Containing nine hundred and fifty acres for a more perticular discription of which Reference is made to the surveyors report here with submitted for Boundaries monuments &c. all of which is respectfully submitted under oath as the Law directs october 8th 1847

William B. Irwin
James Thompson } Commissioners
Absalom Liggett

fees in the above case

James Thomson two days	$2.00
Absolom Liggett " "	2.00
	$4.00

Union Com Pleas

Isaac White
vs
Rawley White

Order of Partition

Filed Oct 5th 1849
John Lusse Clk

In obidience to the within command I have executed this writ by the oaths of Absolem Ligget James Thompson and William Irwin
Fees- mileage 40
executing this writ $1.00 Philip Snider Sheriff

The State of Ohio }
Union County ss } To the Sheriff of Said County Greeting

We command you that by the Oaths of Absalem Siggel James Thompson and William Irwin, you Cause Partition to be made of the following lands to wit. Survey No. 1394 in the Name of John White for one thousand one hundred ten and two third acres. of Land (1110⅔) on the waters of Mill Creek Begining at 2 Elms & a maple S. E. corner to James Jenkins survey No 3349. running thence with his line N 10 W. 450 poles crossing a branch at 256. and one at 334 poles to two Beeches and an ash and sugartree North East corner to said Jenkins survey. and south west corner to said White Entry No 3956. thence with the line of the last mentioned survey N 80. E 400 poles to a red Oak. ash and Buckeye thence S 10°. E 450 poles to an ash and maple thence S 80°. W 400 poles to the Begining to the following persons and in the following proportions to wit. to the said Isaac White one equal three fourths 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 to gether with this writ.

Witness my hand and the seal of said Court this 6th Day of October AD 1847.

John Cassil Clk

Surveyors
Report
Survey No 1394

Isaac White
vs
Rawley White

Filed Nov. 25th 1847
John Capsillers

Isaac White
vs
Beverly White

Petition for partition

by the order of a court of partition in the above case we contrary with Jesse Thomson & Absalom Liggett commissioners in said case after being sworn as the law directs and taking to our assistance as chain-bearers who were also sworn name by Aaron Dorsey & John Decker surveyed the same and found it to contain 1323 acres and we set off to Isaac White as his equal three fourth part of said survey No 1394 950 acres bounded as follows beginning at a Redoak & Buckeye the original N. E. corner of the survey from there running with the North line of the survey correct ing the course S. 81 30/100 W. 312 poles to a large Beech then S 11 15/100 East 490 poles to 2 Hickory & Burr oaks an ash & Maple in the original South line then with said line correct ing the course then of N. 81 15/100 E 312 poles to a Maple ash and Elm the original South East corner then with the original East line correct ing the course N. 11 15/100 W. 490. poles to the beginning all of which will appear on the plat here with returned all of which is respectfully submitted

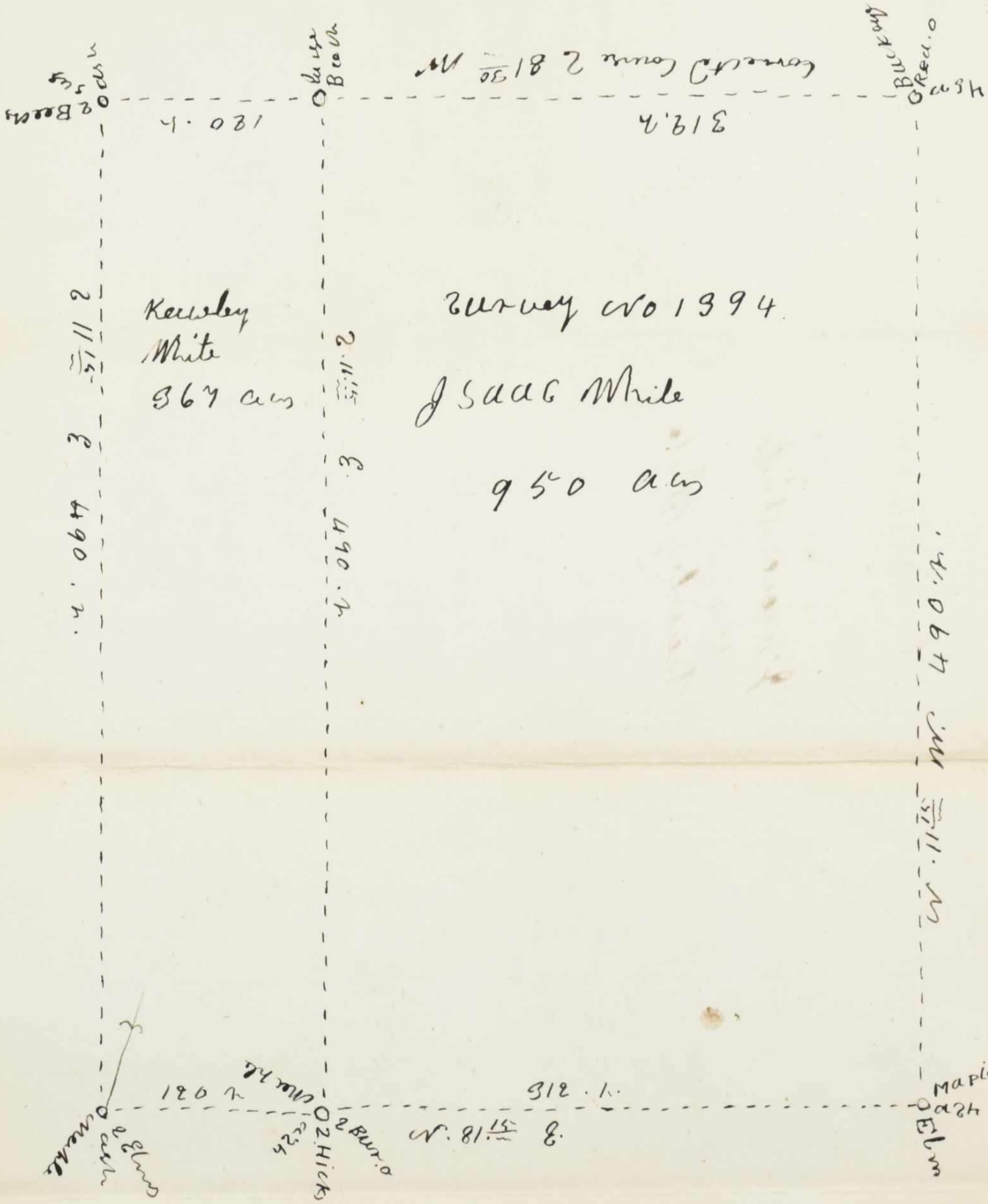
William B. Thom Surveyor U.C.O

Fees in the above case

To William B. Thom services as commissioner surveying plat ing and recording $6.00
To John Decker commissioner chain & ding - - 1.50
Aaron Dorsey " " " 1.50
$9.00

Plat of survey
No. 1394

Isaac White
vs
Beverley White



I certify the a bove to be a correct plat of the a bove survey No 1994 as surveyed by me October 7th 1847 with the Partition there represented

William B. Grain surveyor

Chancery Case File

Case No. 1847-CH-0015

No. 47-CH-15

Union Common Pleas Court.

Alexander Fullerton
Plaintiff,

AGAINST

W W Worles & Wasson
Defendant.

AUG TERM. 1849

Dismissed

Journal 4 Page 213

Record No. Page

Ex. Doc. Page

Union Common Pleas,

Alexander Fullerton

vs. In Chancery.

William W. Woods, & Mains Wagson,

Filed May 15th 1847
John Hopkins, Clerk

Cost Prepaid
No Recd

Allison & Curry,
Solicitors.

The Clerk of the Court of Common Pleas of Union County Ohio, will please issue a subpoena in Chancery, in the within suit, for the within-named William W. Woods and Mains Wagson.

Allison & Curry.
Solicitors for Complainants.

Dated May 1847

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

Alexander Fullertonk, of the City of Philadelphia in the State of Pennsylvania, represents to the Court that on the 29th day of July A. D. 1846 he obtained a Judgment against One William W. Woods of said Union County, on the law side of this Court, for the sum of One Hundred and Ninety One Dollars and Eighty Two Cents damages, and for his costs in his said suit in that behalf expended, taxed to Dollars all of which will more fully appear, reference being had to the records of said Court, now being and remaining in the Office of the Clerk of said Court; That on the 8th day of September A. D. 1846 a writ of fieri facias issued from said Court against the said William W. Woods upon said Judgment, which said writ was upon the same day last aforesaid duly delivered to William M. Robinson, then being Sheriff of said Union County, who afterwards on the 12th day of October 1846 ~~same day~~ duly returned said writ to the Office of the Clerk of said Court, and caused the same to be filed therein, endorsed by said Sheriff as follows, to wit: "Received this writ Sept. 8th 1846. Returned Oct. 12th 1846 — No goods and chattels lands and tenements found whereon to levy — Wm. M. Robinson Sheriff."

Your Orator further represents that said William W. Woods and Ira Maine Wagson, of said Union County, before and at the time of said return of said writ were and ever since have been partners, associated together for the purpose of doing business as Merchants, and otherwise, under the name and style of M. Wagson & Co.; That as such partners they, the said William W. Woods and Maine Wagson on or about the 13 day of March A. D. 1847 purchased from the executors of John Greenwood deceased the entire stock and assortment of the goods which were of said deceased in the Town of Marysville in said County; That said partners

immediately after said purchase of said Stock of Merchandise commenced retailing the same in said Town of Marysville in said County, and still continue to retail the same in the same place; — Your Orator further represents that on the 14th day of May A. D. 1847 a second writ of fieri facias issued from said Court against the said William W. Woods, upon said Judgment, and was duly delivered to Philip Snider then and now being Sheriff of said County of Union; That the said Philip Snider, Sheriff as aforesaid, on the 14th day of May 1847 levied said last mentioned writ, in conjunction with another execution in favor of Charles T. Thatcher, upon the undivided interest of said William W. Woods in said Stock of goods; That the said Philip Snider, Sheriff as aforesaid, on the 14th day of May 1847, duly returned said last-mentioned writ into the Office of the Clerk of said Court, endorsed as follows: "Received this writ May 14th 1847. Same day levied in conjunction with another execution in favor of Charles T. Thatcher, upon the undivided interest of William W. Woods in the stock of goods now in the store room of Mc. Wagson & Co. in the Town of Marysville, Union County. No other property found whereon to levy. This writ returned without sale by order of plaintiff. May 14th 1847. Philip Snider, Sheriff."

Your orator further represents that he has made effort, but has been unable to ascertain, and has now no means of ascertaining the amount of the interest of said William W. Woods in said stock of goods, but supposes the same to be a moiety; That your orator is informed and believes, and so here charges, that of the proceeds of the partnership business carried on by said partners both before and after the purchase by them of the abovementioned stock of goods, there is a large amount of money, notes, book-accounts, claims, and other property, which accrued to said William W. Woods and which still remains unexpended and under the control of said Partners, or under the control of said William W. Woods, or under the control of said Mains Wagson; the exclusive right of said William W. Woods thereto being concealed.

Your Orator further represents that said partners are indebted to the estate of John Greenwood deceased and to sundry other creditors, whose names are to your Orator unknown, in certain sums and amounts to your Orator unknown.

Your Orator therefore prays that the said William W. Woods and the said Alvin Wagson may be made defendants to this Bill; that the writ of Subpoena may issue, and that they may be compelled, under oath, to answer all and singular the allegations and matters in this Bill contained, the same as if they were separately and specifically interrogated in that behalf; and especially, that they may set forth the amount of the interest of the said William W. Woods, at the time of the filing of this Bill, in the said stock of goods purchased as aforesaid, and whether the same be a moiety, or an amount less or more than a moiety; also, that they may set forth the value of said stock of goods at the date of the filing of this Bill; Also, that they may set forth the amount of the proceeds of their partner=ship business which has accrued to said William W. Woods, and which remains under the control of either or both of said partners, showing distinctly the amount of money, the separate amount and value, with particular descriptions of the notes, book-accounts, claims, and other articles of property, together with the names of persons liable to pay such notes book accounts and claims, and the names of all persons in whose keeping any of such money, notes, book accounts, claims, or other property may be; Also that they may set forth the names of ~~[illegible]~~ the creditors of their said partnership, with a particular statement of the amount owing by said partnership to each, the time when contracted, and when payable.

Your Orator further prays that on the final hearing of this cause a decree may be rendered that your Orator's judgment claim aforesaid against said William W. Woods be paid by said partners, or by said William W. Woods, or that in default thereof the interest of said Woods in all partnership property of said firm of Mc. Wagson & Co. be sold, and the proceeds thereof, together with the above-specified money, notes, book-accounts, and claims, if any, be appropriated to the payment and discharge thereof, unless required for the liquidation of partnership debts; And your Orator further prays for such other and further relief as equity and good conscience may require.

By Allison & Curry.
Solicitors for Complainant.

Served on the 15th day of May A.D. 1847 by delivering an attested copy of this writ to each one of the within named defendants

Fees Service 55
copies 20
mileage 5

Philip Snider Sheriff

Union Conn. Decr

Alexander Fullerton
vs
McCleary W. Wood
Fullerton Wood

Ord. in Chancery

Filed May 17th 1847
John Cagill Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon William W. Woods & Mains Wason

to appear before the Judges of our Court of Common Pleas, at the Court House, on the third day of August next ensuing, to answer a Bill in Chancery, exhibited against them by Alexander Fullerton

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 15th day of May A. D, 1847

John Cassil Clerk of Com. Pleas.

State of Ohio Union County, ss.

I, William B. Woods, being duly sworn, depose & say that all the several matters and things which are stated in the foregoing answer as ~~from my~~ 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

W. W. Woods

Sworn to and subscribed before me this 25th day of April A.D. 1848

Milles W. Wilkinson J.P.

State of Ohio Union County ss

I, Maines Mason being duly sworn, depose & 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 & in fact

M Mason

Sworn to and subscribed before me this 25th day of April A.D. 1848

Milles W. Wilkinson J.P.

Union Com Pleas
A. Fullerton
vs
Woods & Mason

Filed April 25th 1848
John Cassil Clk

The joint Answer of Maines Mason & Wm. Woods to a bill exhibited against them, by Alexander Fullerton, in the Court of Common Pleas of Union county & State of Ohio

And the said defendants for answer to said bill, or so much thereof as they are advised, is material for them to answer, say that it is true that the said Fullerton obtained a judgement against the defendant; Woods, as charged, in said bill - They also admit that they were partners in the Mercantile business, under the name of M. Mason & Co., before and at the time of filing said bill - They also admit that on or about the 15th day of March A.D. 1847, they bought a stock of goods of the Executors of John Greenwood, deceased, for which was to be paid the sum of three thou= =sand, one hundred & eighty dollars - And for further answer to said bill they defendants say that the circumstances under which they were connected in business, were as follows; they had been doing business together as merchants, since some time in the year 1844, that said Mason had furnished all the capital to start & sustain the business upon, & the said Woods was to, and did devote his whole time and service to the business of the concern, and they were to divide the neat profits equally, after paying the debts, the said Woods only to furnish his time & service to the said firm - And the defendants say that those were the conditions upon which said business was conducted, And the defts. further answering say that a short time previous to the said purchase from the Executors of Greenwood, that they entirely sold out their whole stock of goods - that the said firm was then owing for debts previously contracted about fifteen hundred dollars - to Delaware Bank - Perry & Lampson & others, And

further answering state that the amount of said Woods store account due the firm was about nine hundred & forty one dollars, which together with the account of Adam Wolford, W. H. Frank, John Basil & Wm Ragg which were due the said firm and which accounts in the aggregate amounted to about Three hundred & fifty dollars ~~making the whole~~ and which accounts the said Woods had agreed to take as he the said Woods was indebted individually to those persons, making the whole recently said Woods owed in the firm about Thirteen hundred dollars. and which was the ~~w~~ full amount of said Woods share and interest in the business and effects of said firm after paying the debts thereof previous to the said purchase from Greenwoods Executors. - The balance of the effects of said firm justly belonged to said Wasson and the Defts. further answering say that in regard to the purchase from Greenwoods Executors it was made solely upon the responsibility of said Wasson although both of them signed the obligation - By the terms of the partnership agreement between Defts, said Wasson was to have full controll of the said stock of Goods, it was in his power to close the store any day he choose and turn the said Woods out, - The effect of the said Wasons interest in the firm previous to the said purchase of Greenwood went in to keep up the store - The said Woods was to devote all his time to business of the firm and was to have one half of the neat profits for his service alone, and rent of store house as long as the firm continued on the same condition as before the said last mentioned purchase. - The Defts further answering say that at the time Complainant filed his said bill, the said firm was indebted to the Estate of the said Greenwood for said goods in the sum of about nineteen hundred & eighty-five dollars - Delaware Bank about one thousand dollars. A. D. Fragell about one hundred dollars. and several

other small debts making about one hundred dollars more - making the whole indebtedness of the firm, at the time of filing said bill, about thirty one ~~thousand~~ hundred & sixty - dollars, which had been contracted at the time & after the said Greenwood purchase - The Deft: further answering say that their firm had been doing business only about two months after said purchase, when said bill was filed - That they had not then sold sufficient goods to pay the debts then due from the firm, or about to be due, It is impossible for the Deft: to know, or be able to state, precisely, whether any thing would have been due the said Woods, from the firm, at the time of filing said bill, if a settlement of the firm had then been made, as the debts of the firm remained unpaid, but a small amount of goods had been sold, and the said Woods had been taking goods out of the store all along, for the use of his family, and for the payment of small debts of his own, and the said Woods having no claim from the stock bought of Greenwood ~~except~~ except his personal service in the sale of the same - the Deft: therefore believe that nothing would have been due the said Woods from the firm, at the time of filing Complainants said bill, by any fair and equitable settlement of the said firm, that could have been made, at that time - The Defts: further answering state that by the terms of their Partnership agreement, the said Mason had the right to close the store any time ~~[illegible]~~ when he saw fit, and do as he pleased with the goods, and when the same was closed the debts of the ~~[illegible]~~ firm were to be first paid, and the said Woods for his share was to have his current store account, and for all over that, which might be due the said Woods, he was to take in notes, goods, or account, at the option of said Mason - And the Defts further answering deny the concealment of any money notes book accounts or other effects of the said ~~[illegible]~~ Woods that accrued to them from said partnership And say that the charge in said bill that any ~~the~~ effects of the said Woods were concealed by Defts is utterly untrue, The Defts also deny the said Woods having ~~[illegible]~~ any effects in said partnership further than is herein before stated, and having thus full answered pray to be dismissed with their costs,

In Common Pleas

Alexander Fullerton

vs

Woods & Grasar

Exceptions to Answer

Filed June 26. 1848
John Cassil Clk

Allison & Curry

Alexander Fullerton
vs
William N Woods &
Mains Mason

In Chancery.

Exceptions to the answer put in by the defendants to the Bill of Complaint.

1st That the said defendants have not answered and set forth according to the best of their knowledge, remembrance, information and belief, the value of the stock of goods purchased of the Executors of Greenwood, at the time of the filing the Bill in this case.

2nd That the said defendants have not in manner aforesaid, answered and set forth, distinctly the amount of money, the separate amount and value, with particular descriptions of the notes, book accounts, claims, and other articles of property, nor the names of all persons liable to pay such notes, book accounts, and claims as called for in said Bill.

In all which particulars, the complainant insists, that the said answer of the said defendants, is evasive, imperfect, and insufficient, wherefore, he excepts thereto, and prays that the said defendants may be compelled to amend the same and put in a full and sufficient answer to the said Bill

By Allison & Curry His Solrs.

Chancery Case File

Case No. 1847-CH-0016

No. 47-CH-16

Union Common Pleas Court.

Charles I Thacker
Plaintiff,

AGAINST

W W Woods et al
Defendant.

AUG TERM 1849

Discontinued.

No Record

Journal 4 Page 213

Record No. Page

Ex. Doc. Page

In Division Com Pleas

Charles T. Thatcher

vs

Wm N. Woods &
Mains Mason

In Chancery

Filed May 15th 1847
John Cassil, Clerk

Allison & Curry
Solicitors

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

Charles T. Thatcher of the City of Philadelphia in the State of Pennsylvania, represents to the Court that on the 17th day of October A.D. 1846 he obtained a Judgment against one William W. Woods of said Union County, on the law side of this Court, for the sum of One Hundred and twenty five dollars and fourteen cents debt & one dollar and sixty four cents damages and for his costs in his said suit in that behalf expended, taxed to Dollars all of which will more fully appear, refference being had to the records of said Court, now being and remaining in the office of the Clerk of said Court; That on the 21st day of November A.D. 1846 a writ of fieri facias issued from said Court against the said William W. Woods upon said judgment, which said writ was upon the same day last aforesaid duly delivered to Philip Snider, then being Sheriff of said Union County, who afterwards on the 5th day of May 1847 duly returned said writ to the office of the Clerk of said Court, and caused the same to be filed therein endorsed by said Sheriff as follows, to wit: "Received this writ November 21st 1846. No property found whereon to levy." "Fees $ c." Philip Snider Sheriff."

Your Orator further represents that said William W. Woods and One Mains Mason, of said Union County, before and at the time of said return of said writ were and ever since have been Partners, associated together for the purpose of doing business as merchants, and otherwise, under the name and style of M. Mason & Co: That as such partners they, the said William W. Woods and Mains Mason on or about the 13th day of March A.D. 1847 purchased

from the Executors of John Greenwood deceased the entire stock and assortment of the goods which were of said deceased in the Town of Marysville in said County; That said partners immediately after said purchase of said stock of merchandise commenced retailing the same in said Town of Marysville in said County and still continue to retail the same in the same place;

Your Orator further represents that on the 14th day of May A.D. 1847 a second writ of fieri facias issued from said Court against the said William W. Woods, upon said Judgment and was duly delivered to Philip Snider then and now being Sheriff of said County of Union; That the said Philip Snider, Sheriff as aforesaid, on the 14th day of May 1847 levied said last mentioned writ in conjunction with another execution in favour of Alexander Fullerton, upon the undivided interest of said William W. Woods in said stock of goods; That the said Philip Snider, Sheriff as aforesaid, on the 14th day of May 1847, duly returned said last mentioned writ into the office of the Clerk of said Court, endorsed as follows: "Received this writ May 14th 1847. Same day levied in conjunction with another execution in favour of Alexander Fullerton upon the undivided interest of William W. Woods in the stock of goods now in the Store room of M. Mason & Co. in the Town of Marysville Union County. No other property found whereon to levy. This writ returned without sale by order of Plaintiff. May 14th 1847. Philip Snider, Sheriff."

Your Orator further represents, that he has made effort, but has been unable to ascertain, and has now no means of ascertaining the amount of the interest of said William W. Woods in said stock of goods, but supposes the same to be a moiety; That your Orator is informed and believes, and so here charges, that of the proceeds of the partnership business carried on by said partners both before and after the purchase by them of the above mentioned stock of goods, there is a large amount of money, notes, book-accounts, claims, and other property, which accrued to said William W. Woods and which still remains unexpended and under the control of said partners, or under the control of said William W. Woods, or under the control of said Marius Mason; the exclusive right of said William W. Woods thereto being concealed.

Your Orator further represents that said partners are indebted to the estate of John Greenwood deceased and to sundry other creditors, whose names are to your Orator unknown in certain sums and amounts to your Orator unknown

Your Orator therefore prays that the said William W. Woods, and the said Marius Mason may be made defendants to this Bill; That the writ of subpoena may issue, and that they may be compelled, under oath, to answer all and singular the allegations and matters in this Bill contained, the same as if they were separately and specifically interrogated in that behalf; and especially, that they may set forth the amount of the interest of the said William W. Woods, at the time

of the filing of this Bill, in the said stock of goods purchased as aforesaid, and whether the same be a moiety, or an amount less or more than a moiety; also, that they may set forth the value of said stock of goods at the date of the filing of this Bill; Also, that they may set forth the amount of the proceeds of their partnership business which has accrued to said William N Woods, and which remains under the control of either or both of said partners, showing distinctly the amount of money, the separate amount and value, with particular descriptions of the notes, book accounts, claims, and other articles of property, together with the names of persons liable to pay such notes, book accounts, and claims, and the names of all persons in whose keeping any of such money, notes, book accounts, claims, or other property may be; Also that they may set forth the names of the creditors of their said partnership, with a particular statement of the amount owing to each by said partnership, the time when contracted, and when payable.

Your Orator further prays that on the final hearing of this cause a decree may be rendered that your Orator's Judgment Claim aforesaid against said William N. Woods be paid by said partners, or by said William N. Woods, or that in default thereof the interest of said Woods in all partnership property of said firm of M. Mason & Co. be sold, and the proceeds thereof, together with the above specified money, notes, book accounts, and claims, if any, be appropriated to the payment and discharge thereof, unless required for the liquidation of partnership debts: And your Orator further prays for such other and further relief, as equity and good conscience may require.

By Allison & Curry,
Solicitors for Complainant.

The Clerk will issue Subpoenas in Chancery in the within suit, for the said William N Woods, and Marius Mason.

Allison & Curry
Solrs for Complt.

May 14th 1867

Union Com. Pleas

Charles T. Thatcher
vs
William W. Woods
& William Wason
Sub. in chancery

Filed May 17th 1847
John Cassil, Clerk

Served on the 15th day of May A.D. 1847
by delivering an attested copy of this writ to
each one of the within named defendants
Fees - service 35
copies 20
mileage 5
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 William W. Woods & Maine Wason

to appear before the Judges of our Court of Common Pleas, at the Court House, on the Third day of August next ensuing, to answer a Bill in Chancery, exhibited against them by Charles T. Thatcher

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 15 day of May

A. D, 1847

John Cassil Clerk of Com. Pleas.

2#3

Union Cum Plea

Charles T. Hacker
vs
Woods & Mason

Filed April 25, 1848
John Cussie clk

Cost bill mad
No. Record

The joint answer of Marius Mason & W. W. Woods to a bill exhibited against them by Charles J. Thatcher, in the Court of Common Pleas of Union county & State of Ohio.

And the said defendants for answer to said Bill, or so much thereof as they are advised, is material for them to answer, say, that it is true that the said Thatcher obtained a judgement against the defendants Woods, as exhibited in said bill. They also admit that they were partners in the Mercantile Business, under the name of M. Mason & Co., before and at the time of filing said bill. They also admit that on or about the 13th day of March A.D. 1847, they bought a stock of Goods of the Executors of John Greenwood, deceased, for which was to be paid the sum of three thousand one hundred & eighty dollars. And for further answer to said bill the defendants say, that the circumstances under which they were connected in business, were as follows; They had been doing business together as Merchants, since some time in the year 1844, that said Mason had furnished all the capital to start & sustain the business upon, and the said Woods was to, & did devote his whole time and service to the business of the concern, and they were to divide the neat profits equally, after paying the debts, the said Woods only to furnish his time and service to the said firm. And the defts. say that those were the conditions upon which said business was conducted. And the defts. further answering ~~that~~ say, that a short time previous to the said purchase from the executors of Greenwood that they entirely sold out their whole stock of goods, that the said firm was then owing for debts previously contracted about fifteen hundred dollars. To Delaware Bank, Penny & Lampson & others. And further answering state that the amount of said Woods store account due the firm was about nine hundred & forty one dollars, which together with the account of Adam Wolfard, W. H. Frank, John Bassil & Wm. Dugg, which were due the said firm & which accounts in the aggregate amounted to about three hundred & fifty dollars and which accounts the said Woods had agreed to take, as he the said Woods

was indebted individually to those persons, making the whole received by the said Woods from the firm, about thirteen hundred dollars, & which was the full amount of said Woods share & interest in the business effects of said firm, after paying the debts thereof previous to the said purchase from Greenwoods executors. The ballance of the effects of said firm justly belonged to said Mason. And the Defts. further answering say that in regard to the purchase from Greenwoods executors, it was made solely upon the responsibility of said Mason, although both of them signed the obligation. By the terms of the partnership agreement between Defts. said Mason was to have full controll of the said stock of goods, it was in his power to close the ~~[illegible]~~ store any day he choose & turn the said Woods out. The effects of the said Masons interest in the firm, previous to said purchase of Greenwood went in to keep up the store. The said Woods was to devote all his time to the business of the ~~[illegible]~~ firm, and was to have one half of the neat profits, for his service alone, on the same condition as before the said ~~[illegible]~~ last mentioned purchase. The defendants further answering say that at the time ~~of filing~~ complainant filed his said bill, the said firm was indebted to the estate of the said Greenwood for said goods, in the sum of about nineteen hundred & eighty five dollars. Delaware Bank about one thousand dollars. A. L. Fragell about one hundred dollars, and several other small debts making about one hundred dollars more. Making the whole indebtedness of the firm, at the time of filing said bill, about thirty one hundred & eighty dollars, which had been contracted at the time and after the said Greenwood purchase. The Defts. further answering say that their firm had been doing business only about two months, after said purchase, when said bill was filed. that they had not then sold sufficient goods to pay the debts then due from the firm, or about to be due. It is impossible for Defts to know or be able to state, precisely, whether anything would have been due said Woods, from the firm, at the time of filing said bill, if a settlement of the firm had then been made, as the debts of the firm remained unpaid, but a small amount of goods had been sold, and the said Woods had been taking goods out of the store all along for the use of his family, and for the payment of small debts of his own. And the said Woods having no claim from the stock bought of Greenwood, except his personal service in the sale of the same, the Defts. therefore believe that nothing would have been due the said Woods from the firm, at the time of filing Complts. said bill, by any fair and equitable

settlement of the said firm, that could have been made at that time. The defendants further answering, state by the terms of their Partnership agreement, the said Mason had the right to close the store when he saw fit, and do as he pleased with the goods, & when the same was closed, the debts of the firm was to be first paid, and the said Woods for his share was to have his current store account, and for all over that, which might be due the said Woods, he was to take in Notes, goods, or accounts at the option of said Mason. And The Defts. further answering ~~state~~ deny that ~~that that the said~~ Woods has either money notes book accounts or other effects which accrued to him from said partnership concealed by the Defts, and say that the charge in said bill that any thing was so concealed is utterly untrue. The Defts also deny that the said Woods ~~has~~ having had any effects in said partnership further than as herein before stated.

And having thus fully answered they pray to be hence dismissed with their costs.

State of Ohio Union County Ss

I, William R. Woods 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 for are true in substance and in fact

W. W. Woods

Sworn to and subscribed before me this 25th day of April A.D. 1848

James M. Williams N.P.

State of Ohio Union County, Ss. I, Maines Mason being duly sworn, depose & say, that all the several matters & 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

M Mason

Sworn to and subscribed before me this 25th day of April A.D. 1848

James M. Williams N.P.

Charles T Thatcher

vs

Woods & Mason

Exceptions to Answer

Filed June 26th 1868
John Cassidy clk

Allison & Curry

Charles T Thatcher
vs
Jno W Woods &
Mains Watson

In Chancery.

Exceptions to the answer put in by the defendants to the Bill of Complainant.

1st That the said defendants have not answered and set forth, according to the best of their knowledge, remembrance, information and belief, the value of the stock of goods purchased of the Executors of Greenwood, at the time of the filing the Bill in this case.

2nd That the said defendants have not, in manner aforesaid, answered and set forth, distinctly the amount of money, the separate amount and value, with particular descriptions of the notes, book accounts claims, and other articles of property, nor the names of all persons liable to pay such notes, book accounts and claims, as called for in said Bill.

In all which particulars, the complainant insists, that the said answer of the said defendants, is evasive, imperfect, and insufficient, wherefore, he excepts thereto, and prays that the said defendants may be compelled to amend the same and put in a full and sufficient answer to the said Bill.

By Allison & Curry his Solrs

No. 47-CH-17

Union Common Pleas Court.

James M Boal, Plaintiff,

AGAINST

John Boal et al Defendant.

APR TERM. 1843

DECREE FOR PLAINTF

Journal 4 Page 112

Record No. 5 Page 247

Ex. Doc. Page

Union Common Pleas

James F. Boal
George Boal } Petitioners

vs

The heirs of Dill Boal

Petition to Compel Citation

Filed May 18th 1847
John McCapsill, Clerk

Cost bill made
Record

Recorded

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

James F Boal and George Boal as Executors ~~as Administrators~~ of the estate of David M. Boal, deceased, comes and shows the Court, by way of Petition, that on the 7th day of October AD 1843, the said David M. Boal, then in life, made a written agreement with one Wellar Marshal for the conveyance, by general warranty deed, of forty five acres and a half of land situate in the County of Union and State of Ohio and described as follows, to wit; Part of lot No. 4, in Survey No. 5134, entered in the name of John Pride – Beginning at a stake in the Dublin Road, running N 36½ W 171 poles to a stake; thence S 53½ W 45 poles to a Dogwood, witness Birch, Sycamore & Dogwood; thence S 36½ E 136 poles to a stake; thence S 12 E 16 poles to the Dublin Road; thence with the road N 78 E 55 poles to the beginning, containing forty five acres and a half – And your petitioner further represents, that the said Wellar Marshal, gave the said David M. Boal, his three several promissory notes for the payment of the purchase money – One for $128 – and two for $75 each, the amount of said purchase money – And your petitioner further represents that the amount of said purchase money, and all and each of the said notes, have been paid, as he believes – and as will appear, by receipt on said written

agreement, and the said notes - which agreement & notes are herewith filed and made part hereof, and your petitioner further states to the Court that said William Marshal took possession of said land under sale, but the said David M. Boal departed this life in without making said conveyance leaving and your petitioners executor right to his ~~land~~ Estate, by ~~will~~ his last will and testament - which appointment your petitioners have accepted and legally qualified themselves to discharge. Your petitioner further states to the the Court that in as much as the said Marshall has paid the purchase money for said land Your petitioners are desirous of completing of the said decedent by conveying said land to the said Marshall or his assigns Your petitioner further represents that the said David M Boal no widow nor children but that his brothers and sisters are his heirs at law and as follows to wit, James L Reed & Reed his wife late Margaret Boals, Margaret Boals Thirsa Boals Martha Eliza Boals Louisa Ann Boals all residents of this County, and all of age of Majority except the last named also John Boals a minor and resident of the State of Indiana.

Your petitioners pray that the above named heirs may be made defendants hereto and upon final hearing of this cause the Court will make order an order authorizing your

Petitioners or heirs of them to complete the said Contract of the said David M Baals by making a deed to the said Marshall or her heirs conveying the title of of the said heirs in said land to the said Marshall or her heirs and as in duty bound they will ever pray

P. B. Cole Sol
for Petitioners

Issue a Subpoena for J. L. Reed, Margaret Reed, ~~Baals~~ Alvina Baals Martha Eliza Baals & Cornelia Ann Baals

P. B. Cole

Union Common Pleas

James F & George Boal
Executors &c
vs
Alvina Boal et als

Filed June 14th 1867
John Cassil Clerk

Served on the 14th day of June by delivering a true copy of this writ to each person of the within named defendants

Fees — Service 1.15
mileage .40 Philip Snider Sheriff

$8.78
—.56
—.56
$7.21

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Alvina Baal, J. L. Reid & Margaret Reid his wife, Martha Eliza Baal Cornelia Ann Baal

to appear before the Judges of our Court of Common Pleas, at the Court House, on the third day of August next ensuing; to answer a Petition in Chancery, exhibited against them by James F. Baal & George Baal executors of the Estate of D. M. Baal Decd.

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

Witness John Cassil, Clerk of our said Court, at the court house, this 18th day of May A. D, 1847

John Cassil Clerk of Com. Pleas.

Baal
B
Baal et al

proof pub.

State of Ohio, Union County, ss.

JAMES F. BOAL, et al, Executors of the last will of David M. Boal, dec'. *vs.* John Boal, et al, heirs of said David M Boal.	*COURT OF COMMON PLEAS.*

THE said John Boal will take notice that on the 18th day of May, 1847, James F. Boal and George M. Boal, Executors of the last will of David M. Boal, dec'd. filed in the Clerk's Office of said court their petition making him and the other heirs of said David M. Boal, d, Defendants. The said Petition represents that the said David . Boal on the 7th day of October, 1843, made a written agreement with one Waller Marshall for the sale and conveyance to the said Marshall by General warrantee deed of forty-five and a half acres of land which is described as follows: Part of Lot No. 4 in survey No 5134 in said county of Union: beginning at a stake in the Dublin Road running N 36¼ W 171 poles to a stake; thence S 53¼ W 45 poles to a dogwood witness a beach, sugar and dogwood; thence S 36¼ E 100 poles to a stake; thence S 12 E 16 poles to the Dublin Road; thence with the Road N 78 E 55 poles to the beginning. Said petition further represents that the said Marshall was to pay the said David M. Boal two hundred & seventy-eight dollars purchase money—that the said purchase money has been paid in full—that the said D. M. Boal departed this life without making said conveyance, and prays for authority to complete said contract by conveying to said Marshall said premises.

P. B. COLE,
Atty. for Petitioners.

Attest JOHN CASSIL, Clerk.
April 5, 1848. n46w8

Boal & Boal et al,
State of Ohio
Union County ss
P. B. Cole Editor of the Argus a News paper published in General Circulation in said County makes solemn oath that the notice hereto attached was published in said for three weeks Consecutively Commencing on the 5 day of April 1848 P. B. Cole

Sworn to & Subscribed April 24 1848
John Cassil Clerk

Printers fee 3$

probate 12 cents
$3.12

Received on the within 20 Dollars
this 15 th of aprile 1845.

Received on the within note fifty three Dollars
may 1844

July

James F Bra

$75 On or before the first day of Dec 1844 I promise to pay to David McBoal or bearer the sum of Seventy five dollars for value received this 7th day of March 1845.

$128

On or before the first Day of December 1843 for value received I promise to pay David M Beal or order one hundred and twenty Eight Dollars the 7th Day of Oct 1843

Received on the within note one hundred [illegible] and eighteen Dollars this twelfth Day of December 1843

David M. Beal

David McBoale
title Bond to
Wallar Marshal

Know all persons that I David M. Boal of the County of Union and state of Ohio am held and firmly bound unto Wallar Marshal in the sum of five hundred and fifty dollars to be paid to the said Wallar Marshal his heirs executors administrators or assigns - as witness my hand and seal this 7th day of Oct one thousand eight hundred and forty three.

The condition of the above obligation is such that whereas the said David M Boal hath this day sold to the said Wallar Marshal the following piece or parcel of land in the County of Union and State of Ohio to wit: Part of lot No. 4 (~~two~~) in Survey No 5134 entered in the name of John Pride. Begining at a stake in the Dublin Road, running S 36½ W 171 Poles to a stake thence S 53½ W 45 poles to a dogwood witness Beech Shugar & Dogwood thence S 36½ E 136 poles to a stake thence S 12 E 16 poles to the Dublin Road thence with the road N 78 E 55 Poles to the begining, containing forty five acres and a half (45½) for the concideration of the sum of two hundred and seventy eight (278) dollars one hundred and twenty eight (128) dollars of which is to be ~~paid~~ paid on or before the first day of Dec next, and seventy five (75) dollars in one year from then, and the remaining seventy five (75) dollars in two years from the first of Dec next, according to the tenor and effect of three certain notes given for said sum to the said Boal, by the said Marshal and payable as above - Now if the said Marshal shall well and truly pay to the said Boal the said notes when they shall become due and payable Then the said Boal

is to make and execute unto the said Marshal his heirs and assigns a deed of general warantee for the said land, but if the said Marshal shall fail to make payment of the notes as aforesaid then and in that case this obligation to be void and of no effect —

David M Boal (Seal)

Received on the within title bond one hundred and twenty eight dollars this 12th day of Dec 1843

$128.00

David M Boal

Rec^d [redacted] the within sum of
thirt[redacted] dollars (13.)
Nov. [redacted] 1845 A.W.

Rec^d [redacted] the within [redacted]
S. D[redacted] [redacted]ndan $6 25/100
Aug [redacted] 29th 1846

$63.65
2 1/2
$16

W. Monroe
J.P. $75

$75 On or before the first of Dec 1845-
I promise to pay to David M. Boal or
bearer the sum of seventy five (75-) dollars
for value received this 7th day of March 1845-

[redacted]

Chancery Case File

Case No. 1847-CH-0018

No. 47-CH-18

Union Common Pleas Court.

Catharine K Hickery
Plaintiff,

AGAINST

Andrew J Barry et al
Defendant.

OCT 1847

Decree for Pltff.

Journal 4 Page 63

Record No. 5 Page 150

Ex. Doc. Page

In Union Com Pleas

Catharine A Hickey

vs

Andrew J Barry et als

Pet. for Partition

fee $50.

Filed June 20 1847

John Carrie CM

Upon Compromise

Oct 7. 1847

Allison & Curry

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

Your Petitioner Catharine A Hickey of the City of Lexington and State of Kentucky, represents, that she has a legal right to and is seized in fee simple of an undivided two thirds part of the following real estate, situate in the County of Union and State of Ohio, and described as follows; to wit. All that part of Survey Number Three thousand three hundred and fifty four (No. 3354) west of the Town of Marysville and lying between the State road leading from Marysville to Milford and the State road leading from Marysville to Middleburg and Bellefontain, with the exception of sixty three and three fourth acres, heretofore conveyed to Adam Wolford; - Eighteen and three fourth acres heretofore conveyed to Stephen F Kinney; - Fourteen acres contracted to be conveyed to John Cassil; - Six and three fourth acres contracted to be conveyed to Henry Shedd; - Seven acres and Seventy two and one half poles contracted to be conveyed to James Smith; - and three acres and one hundred and forty five poles contracted to be conveyed to Stephen F Kinney; all lying in the east part of the above described tract of land. For a further description of the above excepted lots or parcels of land reference is made to the records of Union County, and to the contracts of sale, given to said purchasers.

Your petitioner further represents, that she has also a legal right to, and is seized in fee simple of an undivided two thirds part of the following real estate, situate in the County and State last aforesaid, being part of Survey No. 3350 bounded and described as follows. Beginning at two sugars and iron wood in the east

line of said survey, - thence S. 12. E. 260 poles to two ashes and hickory; thence S. 80. W. 336 poles to a stake - thence N. 10° 45. W. 290 poles to two hickorys and elm, thence N. 84° 20. E. 331 poles to the Begining containing five hundred and fifty six acres more or less.

Your petitioner further represents, that Andrew J Barry, and Lucy C Barry of the State of Kentucky, as devisees of Armistead M Barry decd, are tenants in Common with your petitioner, in said premises, the said Andrew J Barry, and the said Lucy C Barry ~~[illegible]~~ who is a minor, (both of whom your petitioner makes defendants hereto) each owning an undivided one sixth part thereof.

Your petitioner further represents that one Samuel R Bullock of the City of Lexington, Kentucky, as Executor of the said Armistead M Barry deceased, has full powers as a trustee to dispose of the interests of the said Andrew J & Lucy C. in said premises.

Your petitioner therefore makes the said Samuel R Bullock (Executor as aforesaid) a defendant hereto, and prays a guardian ad Litem may be appointed for the said Lucy C Barry who is a minor; 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 Allison & Curry
Her Attys.

The Story
vs
Partition
Davy et al

Proof Publication

Filed Aug 4th 1847
John Chapoil, Clerk

State of Ohio }
Union County } ss

Notice:

Andrew J. Barry, Lucy C. Barry, and Samuel R. Bullock, Executor of Armistead M. Barry, deceased, will take notice that a petition was filed against them on the 22nd day of June A.D. 1847, in the Court of Common Pleas of Union county. Ohio, by Catharine A. Hickey, and is now pending, wherein the said Catharine A. Hickey demands partition of the following described Real Estate, situate in said Union county, to wit: All that part of Survey No. 3354 situate west of the town of Marysville, and lying between the State Road, leading from said town to Milford, and the State Road leading from said town of Marysville to Middleburg and Bellefontaine, excepting the following lots heretofore conveyed or contracted to be conveyed away, to wit: To Adam Wolford, 63¾ acres; to Stephen F. Kinny, 18¾ acres; to John Cassil, 14 acres; to Henry Shedd, 6¾ acres; to James Smith, 7-72½-160 acres; and to Stephen F. Kinny, 3-145-160 acres. Also the following Real Estate situate in said county, being part of survey No. 3350, bounded and described as follows: Beginning at two sugartrees and an ironwood in the east line of said survey; thence S. 12° E. 260 poles to two ashes and a hickory; thence S. 80° W. 336 poles to a stake; thence N. 10° 45' W. 290 poles to 2 hickories and an elm; thence N. 84° 20' E. 331 poles to the beginning, containing 556 acres more or less. And that at the next term of said Court application will be made by the said Catharine A. Hickey for an order that partition may be made of said premises among the aforesaid parties in interest. CATHARINE A. HICKEY.

By Allison & Curry, her At'ys.

June 22, 1847. n5w6

Publisher of the Argus

Personally P. V. Beale, being duly sworn deposes and says that the notice in partition of Catharine A. Hickey vs Andrew J. Barry et al in Union Common Pleas was published for the Argus a paper printed and in general circulation in said County for six consecutive weeks immediately previous to the 3rd day of August 1847

P. V. Beale

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

John Cassil, Clerk

Printers fee — $6.00.

In Union Com Pleas

Lucy C Barry

ads

Catharine A Dickey

Answer of
Guardian ad Litem

Filed Aug. 4th 1877
John Cassil, Clerk

In Union County Common Pleas in Chancery.

The answer of Lucy C Barry infant defendant to the Petition for Partition of Catharine A Hickey, by J. C. Doughty her Guardian ad Litem.

And the said Lucy C Barry by J. C. Doughty her Guardian ad Litem now comes and for answer to the said Petition of the said Catharine A Hickey, says that he knows of no reason why Partition should not be made as prayed for in said Petition, and prays to be dismissed, without further answer &c.

Lucy C Barry
By J. C. Doughty
Her Guardian ad Litem

The State of Ohio Union County ss.
To the Sheriff of Said County Greeting.
We command you that without delay by the oaths of William B Irwin Cyprian Lee and James Turner you cause partition to be made of the following lands to wit, all that part of Survey Number three thousand three hundred and fifty four (3354) west of the town of Marysville and lying between the state road leading from Marysville to Milford and the state road leading from Marysville to Middleburg and Bellefontaine. with the exceptions of sixty three and three fourth acres. heretofore conveyed to Adam Wolford:- Eighteen and three fourth acres heretofore conveyed to Stephen F. Rainey:- fourteen acres contracted to be conveyed to John Cassil:- Six and three fourth acres contracted to be conveyed to Henry Shedd:- Seven acres and Seventy two and one half poles contracted to be conveyed to James Smith:- and three acres and one hundred and forty five poles contracted to be conveyed to Stephen F. Rainey; all lying in the last part of the above described tract of land

Also one other tract of land situate in said county of Union Ohio being part of Survey No. 3350 bounded and described as follows beginning at two sugars and Ironwood in the east line of said Survey:- thence S. 12 E. 260 poles. to two ashes and hickory: thence S. 80. W. 336 poles to a stake thence N 10° 45- W 290 poles to two hickorys and elm thence N. 84° 20. E 331 poles to the begining containing five hundred and fifty six acres more or less.
Among the following persons and in the following proportions to wit. to Catharine A. Hickey one equal two thirds part to Andrew J Barry one equal one sixth part and to the said Lucy C Barry an equal one sixth part, and that your proceedings in the premises you distinctly certify under your hand to our Court of Common pleas within and for said County of Union, together with this writ forthwith.

Witness John Cassil Clerk of said Court at the Court House this 5th day of August A.D. 1847

John Cassil Clerk

Union Com. Pleas

Catherine A. Hicks
vs
Andrew J. Barnes et al

Petition for Dor

Filed Oct. 5th 1847
John Caspit, Clerk

Cost bill mad
Record

Removed

OCT 1847

I executed this writ by the oath of the within named William B. Irwin Stephen Lee and James Turner September 15th 1847
Fees—mileage 15
Service $1.00 Philip Shriver Sheriff

Oh

Bill of Costs on the writ in Partition

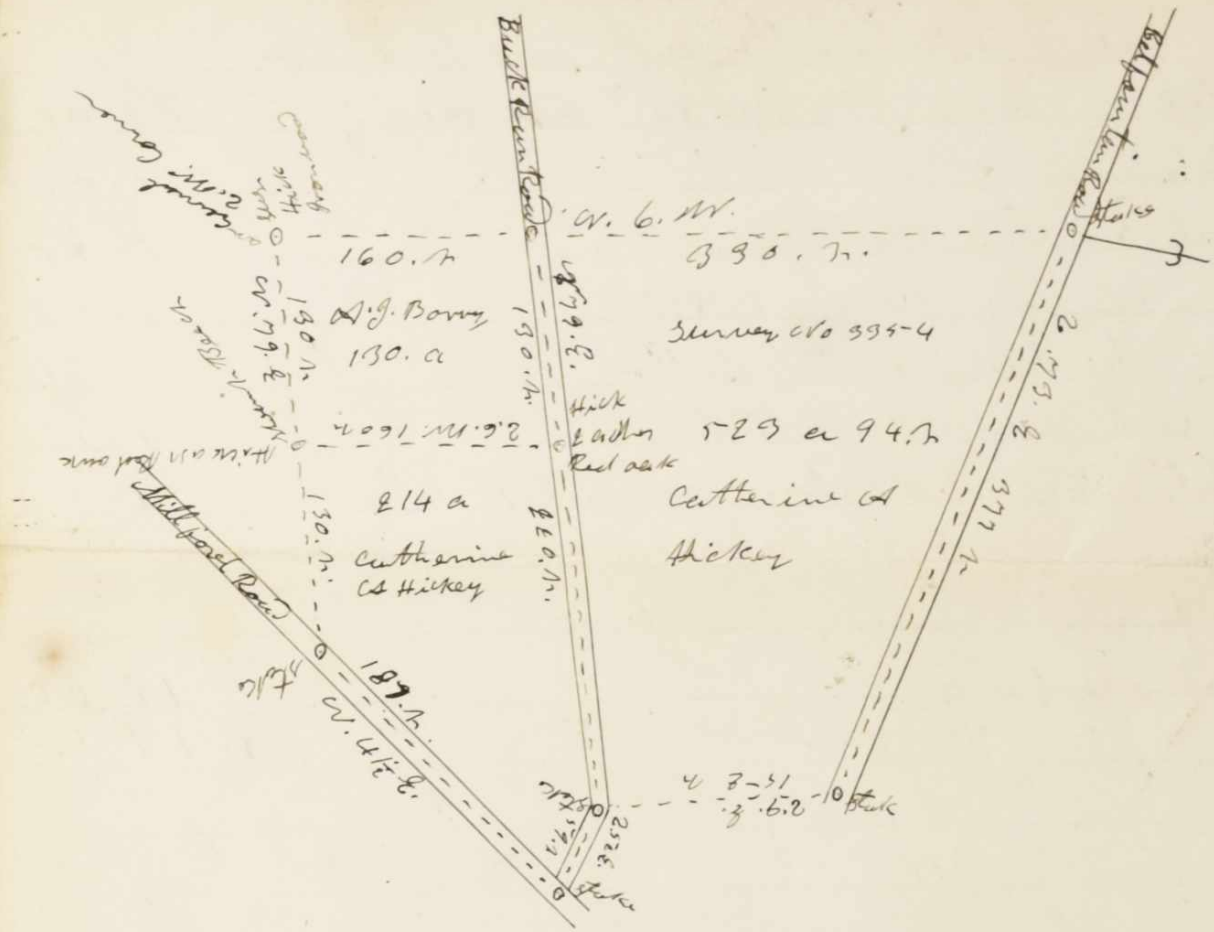
C. Lee as Commissioner one day	$1.00
James Turner " "	1.00
Samuel K. Irwin two days	1.50
William Wingate two one half days	1.87½
Henderson one half day --	37½
R Clark one and a half days	1.12½
C Lee by J Middleton one and a half days	1.12½
Martin E. Ward by his son one and a half day	1.12½
William B. Irwin to surveying calculating plating and recording	10.00
	$19.12½

Chairman Campaign

C. A. Hicks
vs
A. J. Barrows et al
Commissioners
Report

Filed Oct. 5 1877
John Capell, Clerk

Cr. 10. W. 290. h.
E. T. Wilson
189. a
Cr. 10. W. 290 h.
Survey No. 3350
328 acres
Lucy C. Barry
Cr. 10. W. 274 h.
288. a.
Winchester J. Barry
Mc Cartys
Lynn Elm
Hicks
Redoak
Cr. 10. E. 290. h.
Cr. 10. E. 274 h.
Cr. 10. E. 290. h.


Buck Run Road
Milford Road
Bethany Turnpike
W. 6. N.
160. n.
A. J. Berry
130. a
130. n.
214 a
Catherine
Cs Hickey
187. n.
W. 41 E.
390. n.
Survey C/O 394-4
Hick
Ladder
Red oak
129 a 94. n.
Catherine Cs
Hickey
Stake
Stake
Stake

Catherine A Barry
vs
A. J. Barry & Lucy C Barry } in partition.

In obedience to the Command of a writ of partition in which the under signed were appointed Commissioners to make partition of surveys No. 3350 and 3354 We respectfully report that after Carefull examination of the sd Lands and survey of the same we have set off and assigned to the parties by meats and Bounds ~~both parties~~ as follows that is to Andrew J. Barry. two hundred and twenty eight acres (228) on survey No. 3350 beginning at 2 sugars & an iron wood in the original East line of the survey South East Corner to Meadties lot then with sd East line South 10. East 260 poles to 2 ashes & a hickory original South east Corner to the survey then with the south line of the survey South 80. West 149 poles to a large White ash Witness 9 Hickories South East Corner to a lot set of to Lucy C Barry then North 10. West with the line of sd lot 274 poles to 2 Red oaks & a Hickory in Meadties line then with his line ~~South 84 2/4 West~~ North 84 2/4 East 144 poles to the beginning and also to the sd Andrew J. Barry one hundred and thirty acres (130) in survey No 3354 bounded as follows beginning at a sycamore Hickory & iron wood the original South East Corner witness a Beech marked D. O. C. from thence running with the West line of the survey Connecting the Course North 6 1/2 West 160 poles to a stake in the Center of the BUCK RUN ROAD then with sd Road North 79. E. 130 poles to a stake witness 2 Black oakes a Hickory & a Red oak then South 10. 2/4 East 160 poles to a sycamore Beech witness a White oak Hickory & Red oak in the South Line of the survey then with sd line South 79. West 130 poles the beginning making in Both Lots 35 8. acres

Also to Lucy C Barry three hundred & twenty Eight acres in survey No 3350 bounded as follows beginning at 2 Hickories & a hyson N. E. Corner to Meadows lot in Meadties line then with his line North 84 1/2 East 187. poles to 2 Red oaks and a Hickory N. W. Corner to a lot set of to A. J. Barry then South 10. East with the line of sd lot 274 poles to a large white ash Witness

9 thickoves in the South Line of the survey therewith sd line South 80. West 187 poles to a Hickory sassafras tree & Red Elm South East Corner to Masons Lot then with sd line North 10. West 290. poles to the be gin ing

Also to Miss Catherine Hickey Seven hundred and thirty seven acres bounded as follows be gin ing at a stone in Center of the state Road lead ing from Maries mill to Millford Corner to Aldermn Wolfords land then with sd Road South 41 West 187. poles to the south line of the survey then with sd line South 79. W. 180 poles to a sweet Beech wit ness a white ash Hickory & Red oak S. E Corner to A. J. Barrys lot then with his line North 6 deg. West 160. poles to a stake in the Center of the Buck Run Road wit ness Black ashes a Hickory & Red oak then with sd Road South 79. West 130 poles to the West line of the sur vey then with sd line N. 6 deg. West 330 poles to the Center of the Bellfountain State Road then with sd Road South 73. East 377 poles to a stake then with the line of Cassils & Wolfords land South 9. East 152 poles to a stake in the buck Run Road one of Wolfords Corners then with sd Road South 52. East 59 poles to the be gin ing be assign all with in the fore going lines to the sd Catherine A Hickey as her Equal 2/3ds of hart. sur vey, ex cept Six and three fourth acres contracted to be Conveyd to Henry Shed Seven acres & seven ty two & poles contracted to be Conveyd to James Smith and three acres & one hundred and forty five pole Contracted to be Conveyd to Stephen F. Kin ney

for each share as there equal portion Reference is made to the plat here with re turned 'Catherine A Hickeys share Con taining the a mount set to her of ten make ing the fore named ex ceptions all of which is Re spect fully sub mitted

Sept 15th 1847

William B. Irwin. Surveyor
Cyprian Lee Commissioners
James Turner

Chancery Case File

Case No. 1847-CH-0019

James E Hancock
vs
Rodney Picket et al et

Cross Bill

Filed June 30th 1857
John Cofer Clerk

By P B C

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

James E Hammott of the County aforesaid represents unto your honors (by Cross bill) that on or about the 23d day of April A D 1847 one Radney Pickett John Cassel Jeremiah Earl, Joshua Judy and Wm W. Woods all of the County aforesaid (and whom your orator prays may be made defendants hereto) filed their bill in Chancery in your honorable Court the object and prayer whereof was to foreclose against One Alexander Pollock Wm W Steele the Clinton Bank of Columbus and your orator the object and prayer of which bill was that to foreclose a mortgage of two thousand dollars held by them against the said Alexander Pollock on the Lands and tenements in the bill described situate in the County of Union aforesaid, and to establish a priority of lien for the said mortgage over a lien held by your orator on the same premises by virtue of a levy made the Sheriff of this County on an execution against said Pollock and in favor of your orator, your orator further represents that premises above referred to, together with a farm in Delaware County Ohio are all or about all the property owned by the said Pollock subject to the payment of his debts, and your orator charges that the said Complainants in the original bill (defendants to this bill) have a mortgage on the said farm in Delaware County to secure the payment of the same two thousand dollar claim, and that the said Delaware County farm is worth from ten to twelve hundred dollars

your orator further represents that the premises in the original bill described are not sufficient to pay the said two thousand dollars claimed by the Defendants and pay orators and other liens upon it, but charges that if the said premises in Delaware County are sold and the proceeds applied to the payment of the said Two thousand dollars — that the ~~prosaid~~ mortgaged premises in this County will be sufficient to pay as your orators said lien ~~upon~~ to all others upon it, — your orator further charges that the said defendants to this bill took a mortgage on all the real Estate of the said Pollock to secure their said two thousand dollar claim, ~~said~~ said real estate being an amount greatly larger than was required to make their said claim abundantly secure, — your orator charges that the said farm in Delaware County — the 85 acre farm near Marysville together with the town lots in the original bill described are amply sufficient to secure the said claim of the defendants to this bill without costs & interest, — but the said defendants nothing satisfied with reasonable security — have by their said mortgages ~~and~~ improperly encumbered all the property of the said Pollock for the purpose as your orator believes and charges of obstructing your orator and the other Creditors of said Pollock ~~from~~ in the collection of their just claims against him. —

your orator therefore prays that the said Rodney Picket John Lassil Jeremiah Curl Joshua Judy and Mr Woods answer the matters and things set forth in this bill — And that they particularly sa

1st. whether to their knowledge the said Pollock has any ~~other~~ property subject to the payment of his debts other than that which they or some of them have mortgage upon for the large claim — 2. Whether they have or have not a mortgage on the said farm in Delaware County as stated in this bill, and if so what the said farm is worth and also what condition the said mortgage is in — whether they have proceeded to foreclose the same — or taken any other steps to dispose of the said premises for the satisfaction of their said claim — and also what other securities they have for said claim, — your orator further prays that in as much as they said defendants have incumbered all the property of the said Pollock to an extravagant and unreasonable amount — and have liens upon a large amount of property — that your orator has no lien upon, and your orator having only his lien upon the mortgaged premises in Union County aforesaid, — that on final hearing the said defendants be decreed to pay your orators said claim out of the proceeds of the said mortgaged premises in Union County — or that they be ordered to exhaust the ~~[illegible]~~ proceeds of the said farm in Delaware County, and all other property on which they have an exclusive lien, before they shall be permitted to apply any of the money arising from the sale of the premises in the original bill described on which your orator has also his lien, — and that your honors will grant such other relief as shall be equitable.

James E Yeomans

By P B Beale his Sol.

In Union Com Pleas

R. Pickett et al

ads

James E Harriott

Answer to Cross Bill

Allison & Curry

The joint answer of Rodney Pickett, John Cassil, Jeremiah Cool, Joshua Judy, and William Woods, defendants to the Cross Bill of James E. Harriott, complainant, and a defendant to the Original Bill filed by Respondents.

The said Rodney Pickett, John Cassil, Jeremiah Cool, Joshua Judy, and William Woods, now come and for answer to the said Cross Bill of the said James E. Harriott, say, that it is true that Respondents filed their Bill in Chancery in this Court, as is set forth in said Cross Bill, & that their Bill was filed to foreclose a mortgage upon lands on which the said Harriott has a lien, all which is fully set forth in their said Original Bill. Respondents further answering say, that at the time they received the said mortgage from the said Alexander Pollock, they honestly believed, and still believe, that said property is not of sufficient value to properly indemnify them from loss in consequence of their endorsing to said Franklin Branch Bank, especially in view of the prior lien of the Clinton Bank of Columbus upon a portion of said property. Your Respondents therefore required of, and received from, the said Alexander Pollock as additional security, and at the same time a mortgage upon one hundred acres of land in Delaware County, Ohio, which is all the security they received. That the probable cash value of the 100 acres of land in Delaware County, is nine or ten hundred dollars, two thirds of which only can be calculated upon as security. That Respondents, at the June Term of the Court of Common Pleas in and for Delaware County, filed their Bill to foreclose the said mortgage upon said 100 acres of land, which suit is still pending in said Court. Your Respondents deny most positively, that they took and encumbered an unreasonable amount of property of the said Pollock for the purpose of obstructing the said Harriott and the other creditors of said Pollock in the collection of their claims against said Pollock, as is most

unjustly charged in said Cross Bill, and Respondents deny that said Harriott believes so. That Respondents took no other than reasonable security, as they had a perfect right to do. That it was taken honestly and fairly for their own security against the payment of a claim which they have since been compelled to pay, and not for the purpose of screening the said Alexander Pollock. That all your Respondents asks or expects is that the said money which they have paid for the said Pollock together with all their costs and charges in that behalf may be refunded to them, which they hope will be done with as little delay as possible. That defendants know of no other property owned by said Pollock and subject to levy, but submit to this Court, that the proper way for the said Harriott to ascertain that fact, is by an execution directed to the proper Officer. And these Respondents deny most positively all fraud and combination wherewith they stand charged, and pray to be hence dismissed with their costs so charged in this behalf.

Rodney Pickel
John Cassil
Jeremiah Cassil
Joshua Sudy
William H Woods

By Allison & Curry
Solts for Defts.

No. 47-CH-20

Union Common Pleas Court.

John A Stirrat et al,
Plaintiff,

AGAINST

Elisha B Irwin et al
Defendant.

APR TERM. 1848

DECREE FOR PLAINTF

Journal 4 Page 106

Record No. 5 Page 224

Ex. Doc. Page

Order for Dem
& Cunningham

John A Strait & wife
vs } Petition for Partition
Elisha B Irwin et al

Filed June 30th 1847
John Capil, Clerk

Dem for Partition
Com. James Collins
Elisha Burnham
John Reed Jr
Oct. T. 1847
Order of Sale April T. 1848

Cost bill mad
Record
69 23

Recorded
By P. B. C.

without prompt action by the court other proceedings may be taken the premises be cross outstanding &c.

By P. B. Cook for Petitioner

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

Your petitioners John A Thirsat and Mary Elizabeth Thirsat his wife late Mary Elizabeth Irwin represents to the Court that James H Irwin late of Union County deceased died in or about the month of July AD 1841 seized in fee simple of the following land situate in said County to wit parts of surveys No. 9020-7789 & 5-301. in the Virginia Military District bounded on the North by the land of A A Woodworth and the Road leading from Milford Union Co. to Urbana Champaign Co. on the West by the lands of Wm B Irwin and Samuel Calvin on the South by land owned by Mary Follington and on the East by James Cadwallers land containing about Three hundred and Twenty acres more or less. Your petitioners further represent that the widow of the said James H Irwin is also dead, but that the said James H Irwin left the following named children and heirs who are entitled to share and share alike in said Real Estate to wit, Mary Elizabeth Thirsat one of your petitioners (and late Mary Elizabeth Irwin) residing in Delaware Co. Elisha B. Irwin aged fourteen years, James C. Irwin aged Eleven years, John D Irwin aged Eight years Lorentha Ann Irwin aged Ten years and Sarah Emma Irwin aged Six years all of this County

Your petitioners pray that the above named heirs of James H Irwin deceased may be made defendants to this petition and that partition may be made of said premises and that one sixth part of said premises that being the share of your petitioners in the same, may be set off to them in severalty, or if the same cannot be done

State of Ohio }
Union County ss }

I George D Witter do make oath that on the 24th day of August 1847 I served the written on Elisha B Irwin James G Irwin John D Irwin & Cornthaddus Irwin, with a notice of which the written is a true copy George D Witter

~~this day~~ Sworn to & subscribed before me this 28th day of August 1847

James Lowner J.P.

Office of Clerk of Court
Marysville
Ohio

Elisha B. Irwin, James G. Irwin, John D. Irwin, Corintha Ann Irwin and Sarah Emma Irwin will take notice that a petition was filed against them on the 30th day of June A.D. 1847 in the Court of Common Pleas within and for the county of Union and State of Ohio, by John A. Stirrat and Mary Elizabeth Stirrat, his wife, late Mary Elizabeth Irwin and is now pending, wherein the said John A. Stirrat & Mary Elizabeth Stirrat demand partition of the following ~~xxxxx~~ real estate situate in said county of Union to wit: part of Survey No. 9020-7789 & 5301, in the Virginia Military District bounded on the North by A. A. Woodworth and the road leading from Milford Union Co. to Urbana Champaign Co. on the West by the lands of Wm. B. Irwin and Samuel Colver on the South by land owned by Moses Fullington and on the East by James C. Miller's land containing about three hundred and twenty acres more or less and that at the next term of said Court application will be made by the said John A. Stirrat and Mary Elizabeth Stirrat for an order that partition may be made of said premises

John A. Stirrat
Mary Elizabeth Stirrat

Dated, Aug. 18th 1847

By P. B. Cole
Their Atty

State of Ohio Fairfield County ss.

Aly. Stewart Who being duly sworn says that on the 25th day of August 1847 he personally gave Samuel Irwin a true copy of the within notice.

Sworn to & subscribed before me this 25th day of August 1847 David Albright J.P. of Fairfield County Ohio

State of Ohio
Union County ss } I George S Butler being duly sworn do make solemn oath that on the 24 day of August 1847 I served the the within named Elisha B Irwin James Q Irwin John S Irwin and Cornelius Irwin with a notice of which the within is a true Copy Geo. S. Butler

Sworn to & subscribed before me this 25th day of September 1847 James Irwin J.P. of Union County Ohio

Order on Minutes
To Mr Albright
Elisha B Irwin et al

Filed Sept 2 at 8 o'clock
John Searle Clk

Elisha B. Irwin, James C. Irwin, John D. Irwin, ~~Cointha~~ ~~Irwin~~ Cointha Ann Irwin and Sarah Emma Irwin will take notice that a petition was filed against them on the 30th day of June A.D. 1847, in the Court of Common Pleas in and for the county of Union and State of Ohio, by John A. Stirrat and Mary Elizabeth Stirrat, his wife, late Mary Elizabeth Irwin, and is now pending, wherein the said John A. Stirrat & Mary Elizabeth Stirrat demand partition of the following real Estate situate in said county of Union to wit: Part of Survey No. 9020-7789 & 5301, in the Virginia Military District, bounded on the North by the land of A. A. Woodworth and the road leading from Milford Union Co. to Urbana Champaign Co. on the West by the lands of Wm. Irwin & Samuel Colver, on the South by land owned by Moses Shellington and on the East by James C. Miller's land containing about three hundred and twenty acres more or less, and that at the next term of said Court application will be made by the said John A. Stirrat and Mary Elizabeth Stirrat for an order that partition may be made of said premises.

John A. Stirrat
Mary Elizabeth Stirrat

Dated, Aug. 13th 1847
By P. Bloate
Atty.

Stassat
vs
Green et al

Answer Guardian
vs Sutton

Filed Oct 3rd 1847
John Carrick Clk

J A Starrett & wife
vs
Elisha B Jenin et al } partition

Elisha B Jenin James G Jenin John D Jenin Lorenzo Jenin Sarah Emma Jenin infants by Jackson C Daugherty Esq. their Guardian Ad Litem now come and say that they cannot gainsay the allegations in said bill contained but consent to the prayer thereof

Guardian
A R Sebastian
J C Daugherty

Union Co Pleas

John A Stewart Pltff
vs
Elisha B Irwin et al

Order of Partition

Filed Oct 6 1869
John Carrie Clk

In obedience to the within Command I have executed this writ by the oaths of the within named James A. Miller, Christian Burnham and John Rees 3 Freeholders

Fees = Mileage 50
Service 1.00 Philip Snider Sheriff

The State of Ohio } To the Sheriff of said County Greeting:
Union County ss } We command you that without delay:
by the oaths of James C Miller Elisphus
Burnham and John Reed 3rd you cause Partition
to be made of the following lands to wit. Situate in the
County of Union Ohio. Parts of surveys No 9020.-7789 & 5301. in the
Virginia Military District bounded on the north by the land
of A A Woodsworth on the road leading from Milford Union
Co. to Urbana Champaign Co. on the west by the lands of
W B Irwin and Samuel Colver on the south by land
owned by Moses Fullington and on the east by James
C Millers land, containing about three hundred and
twenty acres more or less. to the following persons and
in the following proportions to wit. to the said John A. Stinat.
and Mary Elizabeth his wife one equal sixth part to the said
Elisha B Irwin one equal sixth part. to the said James G.
Irwin. one equal sixth part. to the said John D. Irwin
one equal sixth part. to the said Lorintha Ann Irwin
one equal sixth part. to the said Sarah Emma Irwin
one equal sixth part. and that your proceeding in the
premises. you distinctly certify. under your hand
to our court of common Pleas within and for
the said County of Union. together with this writ
forthwith.

Witness my hand and the
seal of said Court this 6th Day
of October AD 1847.

John Carsil Clerk

Commissions
Report

Filed Oct 6th 1847
John Carroll Clk

In obedience to an order of partition from the Court of Common pleas for the County of Union state of Ohio at there October Term 1844 in which the under signed were appointed Commissioners to make partition of certain lands named in sd order a mong the Heirs of James H. Irwin dec'd We would Report that after being duly sworn as the Law directs on Carefully examining the same are of opinion that sd Lands are not susceptable of an Equitable division and we appraise the same to be worth Eleven dollars per acre

In testimony whereof we have hereunto set our hands this 6th day of October 1844

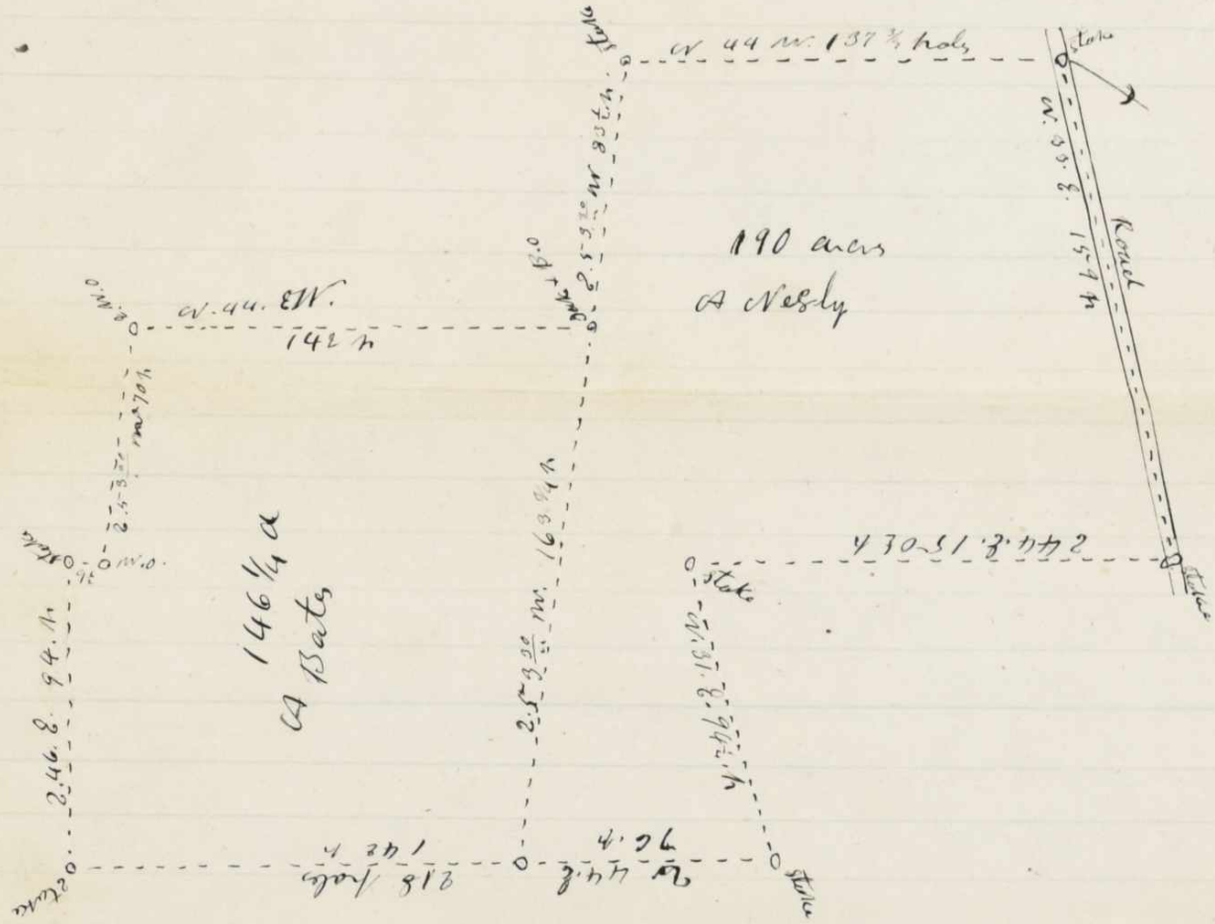
James C Miller
Eliphas Burnham } Commissioners
John Reed Jr.

fees in the above Case

James C. Miller	$2.00
Eliphas Burnham	2.00
John Reed Jr	2.00
	$6.00

Survey made
for the
Heirs of James H. Irwin

163¾
83½
247



Surveyed for the Heirs of James H Irwin the land Represented by the above plat being Survey No 9020 in the name of Ladd part of Survey No 5301 in the name of Robert Means & part of survey No. 7778 in the Name of Joseph Parrett be gin. ing at a stake in the Center of the state Road Lead ing from Maries ville to Spring field then with sd Road N. 33. E. 159 pols to a stake then with A. A. Wood worths line South 44. E. 150½ pols to a stake then N. 31. E. 94½ poles to the Westerly Corner of J. C. Millers land then with his line S. 44. E. 218. poles to a stake in the line of Moses Hallings ton then with his line S. 46. W. 94. poles to a stake then N 44. W. 9½. poles to a White oak then S. 53½ W. 70 pols to 2 White oaks then N. 44 W. 142 pols to a stake & 2 Bur oakes then S. 53½ W. 83½ poles to a stake then with Samuel Colwers lin N. 44. W. 137 pols to the be gin ing Containing 336¼ acres, also set of 146¼ acres to Archibald Bates heirs the S. E. end of the land be gin ing at a stake in Millers line standing 142 pols. N. 44 W. from the Easterly Corner of the survey then Run ing S. 53½ degrees W. 163¾ pols to a stake & Bur oaks

February 19th 1848

Wm B. Irwin surv C. C.

fees for surveying plating & Recording $. 2.00
Cash pd one Chain Carrier 75

Received payment of sheriff

Wm B. Irwin

Stewart & Wife

vs

The heirs of Jean

Chancy Pub.

Sheriff's Sale.

BY virtue of an order to me directed from the Court of Common Pleas of Union co., Ohio, I will offer for sale at the door of the Court House in the town of Marysville in said co. on the 27th day of December, A.D. 1847, between the legal hours of ten o'clock A.M. and four o'clock, P.M. the following described real estate, to wit: Situate in the county of Union, Ohio, parts of surveys No. 9020, 7789 and 5301, in the Virginia Military District bounded on the north by the land of A. A. Woodworth, on the road leading from Milford, Union co. to Urbana, Champaign co., on the west by the lands of W. B. Irwin and Samuel Colver, on the south by land owned by Moses Fullington, and on the east by James C. Miller's land, containing about three hundred and twenty acres more or less. Said real estate will be sold upon the following conditions, to wit: one-sixth of the purchase money to be paid in hand, and one-sixth thereof to be paid annually thereafter the deferred payments to be secured by mortgage on the premises, according to the Statute in such case made and provide and to draw interest after one year from sale. Appraised at eleven dollars per acre. PHILIP SNIDER, Sheriff.

Nov. 23, 1847. n27w5prf$3.00.

John A Stewart & Wife vs The heirs of I H. Jun. et al

State of Ohio Union County ss

P B Cole Editor of the The Argus a weekly news paper published in said County makes oath that the notice hereto attached was published in said paper weekly for thirty days immediately preceding to the 27th day of Dec. 1847

P B Cole

Sworn to & subscribed before me April 24 1848

John Cassil, Clerk

printing fee $3.00

probate 12

Received this writ November 11. 1847.
In obedience 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 27th day of December A.D. 1847 between ten o'clock A.M. & 4 P.M. offered the same for by public outcry at the door of the court house in Marysville in said County and sold the same to Allen Sharris for the sum of $12.15 per acre he being the highest and best bidder therefor and that being more than two thirds the appraised value thereof.

Fees — mileage 5
Service 35
advertising 25
Pr fee 3.00
Poundage 29.44 = $3309 Philip Snider Sheriff

Union Com Pleas

John A. Stinson & Wife
vs
Elisha B Grimes et al

Order of Sale

Filed April 25. 1848
John Cosgrove Clk

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 the following entry to be truely
taken and Corectly copied from the Journal of
Said Court at their October Term AD 1847. to wit,

John A Stirrat & wife }
vs } Partition, On motion to the
Elisha B Irwin et al. } Court by Mr Cole Counsel for the
Petitioner and upon producing the
proceedings of the Sheriff and the report and proceedings
of the commissioners herein before appointed & the same
being examined. It is Ordered that said proceedings and
report be and the same are hereby Approved and confirm-
-ed and thereupon the petitioner in person & the defendants
by Cyprian Seethin Guardian declining to take said
Estate at the valuation thereof as returned by said
Commissioners. On motion of the Petitioner and by Consent
of said Guardian for said heirs. It is ordered that said
Estate be sold at public Auction by the Sheriff of
said County of Union upon the following Conditions
to wit. One Sixth of the purchase money to be paid in
hand and one Sixth thereof to be paid annually
thereafter the deferred payments to be secured by
mortgage on the premises. According to the Statute
in such case made and provided and to draw
interest after One year from sale,

In testimony whereof I hereunto
subscribe my name and affix
the Seal of said Court at
Marysville this 11th day of November
AD 1847

John Cassil Clerk

No. 47-CH-21

Union Common Pleas Court.

James Kennington, Plaintiff,

AGAINST

Ira Reynolds, et al, Defendant.

APR TERM. 1848

DECREE FOR PLAINTF

Journal 4 Page 109

Record No. 5 Page 236

Ex. Doc. Page

for copy dow

Union Com. Pleas.

Tamney Hemenway &
Sophia Hemenway,
vs.
Ira Reynolds, et. als.

Petition for Dower.

Filed July 17th 1847
John Cassil, Clerk

order for a specimen
of dower forthwith
issue to Sheriff

Cost bill man
Record

Recorded

Allison & Curry
Solicitors.

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

Tamney Hamenway and Sophia Hamenway his Wife (formerly Sophia Reynolds) both of Union County, Ohio, represent to the Court that Elisha Reynolds, late of said County, departed this life on or about the day of A. D. 184 leaving the said Sophia his widow, and leaving Ira Reynolds, of Logan County, Ohio, Elisha L. Reynolds, of said Union County, ~~Immen Reynolds~~ Sarah Reynolds of said Union County, Martha Ann Reynolds of said Union County, Elizabeth Potter (formerly Elizabeth Reynolds) now intermarried with Edward Potter, residing in Delaware County, Ohio), Delilah Smith (formerly Reynolds) & Rodney Smith her husband, both of said Delaware County; Hila Woodworth (formerly Reynolds) and Asa A. Woodworth her husband both of said Union County; Elizabeth Stewart and John Stewart of Fairfield County; Elisha B. Irwin, James G. Irwin, Corintha Irwin, of said Delaware County — John D. Irwin of said Union County; Sarah E. Irwin of Fairfield County, Sarepta Reynolds of Union County, Benamin Reynolds of Union County and Perilia Reynolds and Mary E. Reynolds of Union County his heirs at law and legal representatives; that Susan F. Taylor, formerly widow of Immen Reynolds deceased is entitled to dower in said Immen's share of said estate; that the said Elisha Reynolds during coverture with your petitioner was seized, as an estate of inheritance, of the following Real Estate, to wit: Part of Survey No. 1789, in said County of Union, (originally in the name of Joseph Parrott) bounded on the North by lands of Benjamin Hopkins and Moses Pullington; on the Northwest by lands of Asa A. Woodworth; on the South West by lands of James C. Miller; on the East by ~~land~~ of Survey No. 4946. Also, eighty four acres, being part of Survey No. 5265

in said Union County, bounded on the North by a lot owned by David Witter; on the east and South by lands of James C. Miller; on the West by land of Benjamin Hopkins, and containing eighty four acres; —— Also, thirty six acres, in said Union County, being part of Survey No. 4946, & bounded on the South and East by James C. Miller land; on the North by the last-above-described lot of said Elisha Reynolds' land and a Survey of R. Means land; on the West by the last-above-mentioned lot of said Elisha Reynolds land and Parrots Survey No 1789; —— Also, a part of lot No. 19 in Margaret Bailey's subdivision of the eastern two-thirds of Virginia Military Survey No. 3351, beginning in the Hinton Mill Road at the Corner of lot No 18 owned by Levi Phelps Thence east with said Road 50 poles to a stake, the Corner of Samuel B. Johnson's land; Thence South with Johnson's line 80 poles to a stake in said line; Thence W. 50 poles to a stake in said line; Thence N. 50 poles to a stake in the said Levi Phelps line; Thence N. 80 poles to the beginning. Containing 25 acres.
Also, part of Survey No. 12472, beginning at a stake southeasterly corner to a lot of 94 acres of land sold to Sarah Reynolds on said Survey; Thence S. 7° W. 30½ poles to a stake in the S. original line of said Survey; Thence with said line N. 83 W. 115 poles to the Corner of Benjamin Fenner's lot, part of said Survey; Thence with said Fenners line, N. 7° E. 130 poles passing said Fenners Corner and with the line of J. Wilson, to a stake Corner to said Sarah Reynolds land; Thence with her line S. 83° E. 115 poles to the beginning, it being lot No. 5. of a subdivision, as surveyed by Alexander Robinson, containing Ninety four acres; Also a part of John M. Goodenows subdivision of Lucy Wights share in the subdivision of Baller Claibourns Survey No. 6293 in said Union County, Beginning at three oaks and a beech, southwest corner to the said ~~subdivision~~ of John M. Goodenow; Thence N. 85. E. 169 poles to a stake on the Road S. W. Corner of a lot by said ~~Levi~~ Hastings Conveyed to Philip Plumone; Thence with his line N. 8° W.

298 poles to two beeches in the North line of the survey
Thence with said line S. 85° W. 85 poles to two beeches
Corner of a lot sold by said Keesling to Isaac Cade;
Thence with his line, S. 5° E. 80 poles to a hickory & two
ashes his South east Corner; Thence with his line
S. 85° W. 94 poles to an elm and ash his S. W. Corner
in the West line of said Goodenows Share; Thence
with said line N. 13° W. 218 poles to the beginning. Con
taining two hundred and eighty five acres More
or less; — Also, Lots Numbered 60, 113, and
120, in the Town of Mayesville in said Union
County; in all of which lands above described your
orator is entitled to dower; and that your petitioner
on or about the fourth day of July A. D. 1847 in a
peaceable manner requested the said Heirs, and
of said Elisha Reynolds deceased and the said Susan
F. (formerly Widow of Amner Reynolds) to assign reasonable
dower in said premises to your petitioner, which
they refused to do. Your petitioner therefore prays
that the said Isa Reynolds, Elisha L. Reynolds, Sarah
Reynolds, Martha Jane Reynolds, Elizabeth Potter
Edward Potter, Delila Smith, Rodney Smith, Nila
Woodworth, Asa A. Woodworth, Elizabeth Street,
John Street, Elisha B. Irwin, James G. Irwin,
Cinthia Irwin, John D. Irwin Sarah E. Irwin
Dorcepta Reynolds, Bonann Reynolds, Mary E.
Reynolds, Venetia Reynolds, and Susan F.
Taylor may be made defendants to this
petition; that they may answer the same,
and that reasonable dower in said premises
may be assigned to your petitioner, and
that she may have such other and further
relief in the premises as shall seem equit
able.

By Allison & Murray
her Solicitors.

July 22nd 1847

Served on all the within persons, by leaving Certified Copies of this writ personally with James Irwin Irwin & Elisha B. Irwin, and at the residences of the other within named persons

Fees. Mile, .50
Service — 1.55
Copies — 1.05
$ 3.10

Nicht Jones Shff,
Lee 60 0
Porter Paisley
allow 10
Filed July 26 1847
John Corrill Clk

Union Com Pleas

Farmery Bemenway & Sophia Bemenway
vs
Ira Reynolds et al

Suit in Chy

The State of Ohio, Union County, ss. Delaware

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

We command you, that you summon Elizabeth Potter, Edward Potter, Delila Smith, Rodney Smith, Elisha B. Irwin, James Irwin, and Corintha Irwin

to appear before the Judges of our Court of Common Pleas, at the Court House, on the Third day of August next ensuing, to answer a Petition in Chancery, exhibited against them and others by Harmery Hemenway and Sophia Hemenway

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 July

A. D, 1847

John Cassil Clerk of Com. Pleas.

July 30. 1847 served this writ by copy on all the within defendants except the four last therein mentioned

Fees = mileage 40
Service 1.35
Copies 75

Philip Snider Sheriff

Union Com Pleas

Stonner & Bonnemann
& Dolphin Bonnemann
vs
Ira Reynolds et al

Suit in Ches

Fees Aug 3 1847
John Cassidy Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Elisha L. Reynolds, Sarah Reynolds, Martha Jane Reynolds, Hila Woodworth, Asa A. Woodworth, John D. Irwin, Sarepta Reynolds, Benann Reynolds, Venilia Reynolds, and Mary E. Reynolds

to appear before the Judges of our Court of Common Pleas, at the Court House, on the 3rd day of August next ensuing, to answer a Petition in Chancery, exhibited against them and others by Harvey Hemenway and Sophia Hemenway

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 July A. D, 1847

John Cassil Clerk of Com. Pleas.

Sunday

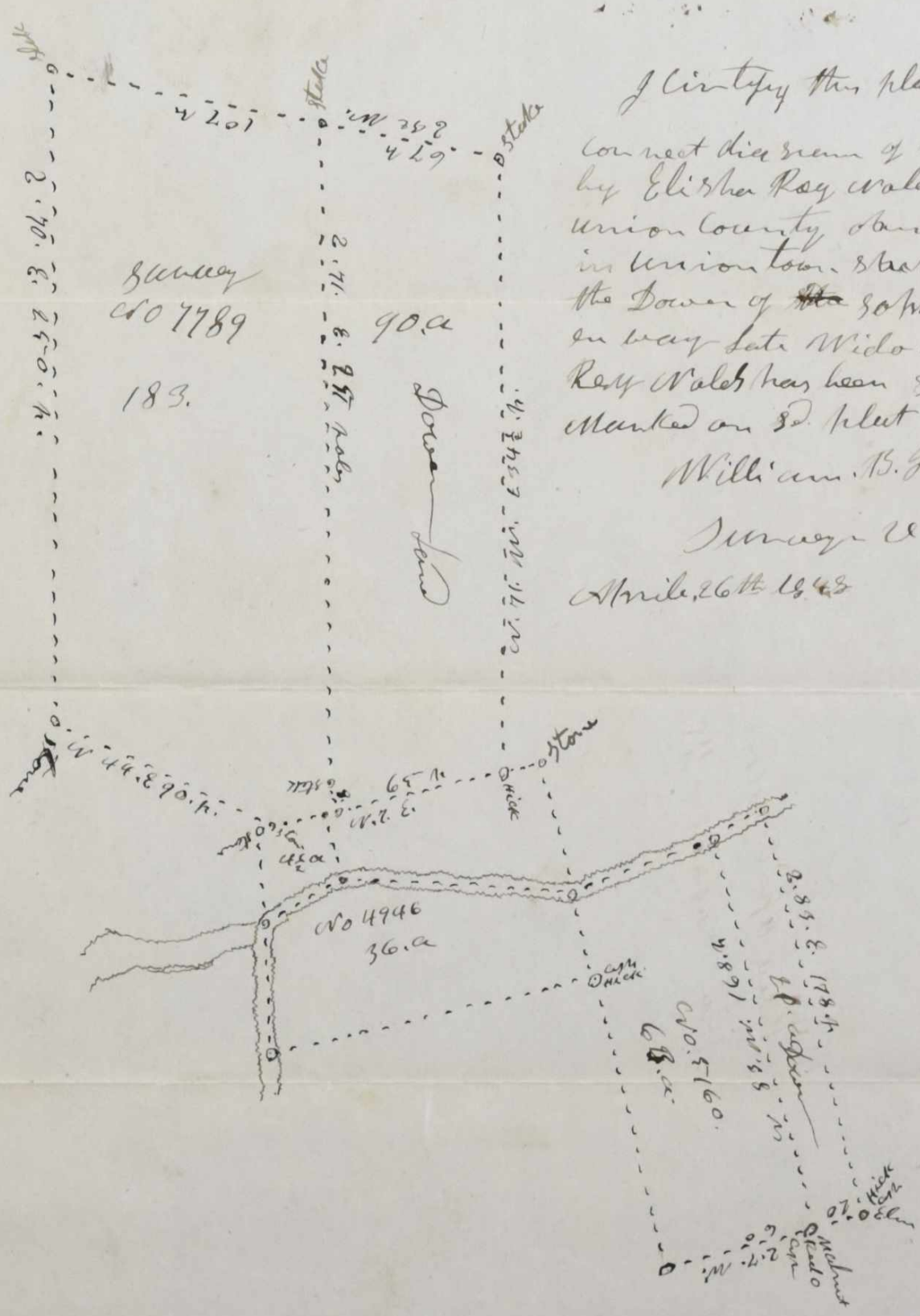
Filed April 28, 1848
John Cassel clk

I Certify this plat to be a correct diagram of the ground by Elisha Ray Walch late of Union County Ohio lying in Union town. State in which the Dower of ~~the~~ Sophronia Hann in way late Wido of Sd Elisha Ray Walch has been set off as marked on Sd. plat

William B. Stain

Surveyor U.C.O

April 26th 1848



The Estate of Elisha Ray Noles

Dr To services Appraising land and setting of		
Dower To John Reed 3½ days		$. 5.00
	expenses	1.37½
To John H Sahien 4 days		5.00
	expenses	1.37½
To William B. Ison 2 days surveying		4.00
plotting and allotting		1.00
To three days Appraising		3.00
	expenses	1.25
		$. 20.00

Hampton
vs
Noles

Refer to Commr

Filed April 28 1868
Clk Court

Sophia Hemenway
vs
Heirs of Elisha Reynolds
petition for ~~Partition~~ Dower

In obedience to the writ of partition in the above case from the Court of Common pleas for the County of Union Ohio at their April term for 1848. in which the undersigned were appointed Commissioners to set of Dower in the lands named in said writ would Report that on actual view of all the lots named in said order being shown by the Sheriff of said County do Appraise the different lots as follows

To wit survey No. 7888 of 273 acres at $14 dollars per acre amounting to	3822
No. 4946 of 36 acres at nine dollars per acre amount	324
No 5260 of 84 " " five dollars per	420
No 9351 of 25 " " ten dollars per a	250
No 2472 of 94 " " three per a	282
No 6293. of 152 " " " "	456
In lot in Marysville No 60 at	60
No 113 at	210
No 120 at	150
	$5974.

amounting to five thousand nine hundred and seventy four dollars

and we set of to Sophia Hemenway late widowe of Elisha Reynolds dec as her Dower in the above Real estate the following portion by the following boundaries beginning at a Hickory the N. E. Corner of said Reynolds farm then Running with the North line N. 71. W. at 2 34½ poles to a Wood worths line then with his line S. 32. W 67. poles to a stake then S. 71. E. 251 poles to a stake at the center of the West line of lot No 29 in the town of Homer then S. 33. E. 10 poles to the line of Willi Hen th.

Survey No 4946 then with 3d line N. 7. E. 91 poles to the beginning containing 90 acres - also for timber 2 tracts on Survey No 4260 as follows beginning at an ash Elm & Hickory one of the original corners to the Survey Running with the East line South 7. West 40 poles to a Walnut & Swamp Red oak then N. 83. W. 168 poles to the center of the creek then up the creek N. 10 W. 21 poles to the line of Witten lot then with his line S. 83. E. 178 poles to the beginning all of which will appear on the accompanying plat April 27th 1840

John F Sales
John Reed Sr
William B Green

Commissioners

Commissioners
Report

Union Co Ills

Attorney

vs

Reynolds

Levi H Pantier

Filed April 28, 1848

Sam Crozier Clk

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

Fees— mileage 40

Service 1.00

April 25. 1848 Philip Snider Sheriff of Union County

The State of Ohio Union County, ss.

To the Sheriff of Union County Greeting
We command you that without delay
by the oaths Wm B. Irwin John Reed 3rd and
John F. Sabin disinterested men of the
vicinity you cause to be set off and
assigned to Sophia Hemenway of Union County
late Widow of Elisha Reynolds late of said County
dec'd one full equal third part of the following
real estate situate in said County of Union
to wit survey No 7789 273 acres - No 4946
36 acres - No 5260 84 acres No 3357
25 acres 12472. 94 acres and No 6293.
152 acres Also in lots in Marysville
No 60. 113. 120 In pursuance of an
order lately made in our said Court
of common pleas within and for said
County of Union, in a certain petition for
dower wherein the said Sophia Hemenway
is petitioner and the heirs of Elisha
Reynolds are respondents, and that your
proceedings in the premises you distinctly
certify under your hand to our said
Court of Common pleas ~~on the first day~~
~~of Term next ensuing~~ forthwith and have you then there
this writ

Witness John Cassil Clerk of said
Court at the Court House in
Marysville this 25th day of
April AD 1848
John Cassil Clk

I John Cassil Clerk of the Court of Common
Pleas of Union County, Ohio, do hereby certify
that the above named Wm. B. Irwin, John Reed 3d
& John F. Sabin were duly sworn by me before
entering on the duties of their appointment
April 25th 1848 John Cassil, Clerk

Union Com. Plea.

Fanny Hemenway
& Wife
vs.
Ira Reynolds et al.

Answer.

Filed Oct. 9th 1847
John Copsil, Clerk

2

The Separate Answer of Sarah E. Irwin of Fairfield County Ohio, by Cyprian Lee her Guardian, to the petition for Dower, exhibited against her and others by Harvey Hemenway and Sophia Hemenway his wife petitioners, in the Court of Common Pleas of Union County Ohio.

The said Sarah E. Irwin, by Cyprian Lee her Guardian now comes and for answer to said petition says that they admit all the allegations of said bill to be true; and that the several persons therein named have title to said lands as is alleged in said petition; and ~~they~~ hereby waives ~~[illegible]~~ process and service thereof and enters hereby ~~their~~ appearance in this cause; and ~~they~~ does hereby consent that Dower may be assigned pursuant to the prayer of said petition, and according to law, in said lands; and having thus fully answered, ~~they~~ prays to be hence dismissed.

C. Lee Guardian

Union Com. Pleas.

Farmenway & Wife
vs.
Ira Reynolds et al.

Answer.

Filed Oct. 9th 1847
John Capsil, clerk

The joint answer of John Stirrat and Elizabeth Stirrat his wife to the petition for Dower exhibited against them by Harmony Hemenway and Sophia Hemenway his wife, petitioness, in the Court of Common Pleas of Union County, Ohio.

The said John Stirrat and Elizabeth Stirrat his wife now come and for answer to the said petition say that they admit all the allegations of said bill to be true; and that the several persons therein named have title to said lands as is alleged in said petition; and they hereby waive process and service thereof, and enter hereby their appearance in this cause; and they do hereby consent that dower may may be assigned pursuant to the prayer of said petition, and according to law, in said lands; and having thus fully answered they pray to be hence dismissed.

John S Stirrat
Mary E Stirrat

Union Com Pleas

Tomery Kemenway &
Sophia Kemenway
vs
Ira Reynolds et al

Det in Chay

Filed July 29th 1847
John Carrie Clk

Served on the within named Ira Reynolds on the 27th day of July 1847 by leaving at his usual place of abode a certified copy of the within Writ

Sheriffs fees 5 mileage 135
Copy & serv 12½
mileage & mtg 50
5 Fees
Portage by allen 8 cts 10

The State of Ohio, Union County, ss.

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

We command you, that you summon Ira Reynolds

to appear before the Judges of our Court of Common Pleas, at the Court House, on the Third day of August next ensuing, to answer a Petition in Chancery, exhibited against him and others by Harmony Hemenway and Sophia Hemenway

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 17th day of July A. D, 1847

John Cassil Clerk of Com. Pleas.

July 23/47 Personally served on all the within named Persons with a Copy of this writ

J. West, Shff C.C.

Fees Service	1.15
5 Copys	.75
Mileage	.5
	$1.95

Postage 10 cts paid by allow & carry

Union Com Pleas

Jonney Hammers &
Lothrio Hammers
vs
Isa Reynolds Mad

Writ in Ejt

Filed July 28 1847
Arthur Cousins Clk

The State of Ohio, Union County, ss.

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

We command you, that you summon Susan F. Taylor Sarepta Reynolds, Benamin Reynolds, Venitia Reynolds, & Mary E. Reynolds

to appear before the Judges of our Court of Common Pleas, at the Court House, on the Third day of August next ensuing, to answer a Petition in Chancery, exhibited against ~~They~~ Jf. & others by Harmony Hemenway and Sophia Hemenway

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 July A. D, 1847

John Cassil Clerk of Com. Pleas.

Chancery Case File

Case No. 1847-CH-0022

No. 47-CH-22

Union Common Pleas Court.

Samuel McWade
Plaintiff,

AGAINST

Addison Osborne et al
Defendant.

APR TERM, 1848

DECREE FOR PLAINTF

Journal 4 Page 107

Record No. 5 Page 229

Ex. Doc. Page

Sub. for dism
for title
in guard. ad litem

Union Common Pleas.

Sarah T. McWade
vs.
Addison Osborn et als.

Bill in Chancery

Filed July 20th 1847
John Cassil Clk

Cost bill made
Record

Recorded

Allison & Curry
Solicitors

The Clerk will please issue subpoena to the Heirs of Logan Conn 5, for Addison Osborn, Martha Osborn, Elizabeth Osborn, and Alexander Bunsidy to the Heirs of Sarah Osborn County for Claimant Osborn and Jodiah Osborn.

Allison & Curry
Solrs. for petitioner

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

Samuel McWaide of Union County Ohio Represents that Marcus L. Osborn late of said County deceased, was in his lifetime and until the time of his death seized in fee simple and as an estate of inheritance of the following real estate, to wit: Three second lots in the Town of Arcola in said Union County, Numbers 15, 16, & 24, on the plat of said Town, as will more fully appear reference being had to the record of said plat in the office of the Recorder of Deeds for said County, which said Record is made a part of this Bill;

Your Orator further represents that in or about the month of December in the year 1839 the said Marcus L. Osborn contracted to sell the afore said Real estate to your Orator for the sum of thirty dollars, and to execute to your Orator a good & sufficient deed therefor upon payment of the purchase money; that your Orator took possession of said Real estate under said Contract and made valuable and lasting improvements thereon, and paid the price of the same in full to said Osborn in pursuance of said Contract; That said contract was made verbally;

Your Orator further represents that on or about the Day of A. D. 184 the said Marcus L. Osborn departed this life, leaving five Children and heirs, to wit. Addison Osborn Margaret Osborn & Elizabeth Osborn, who reside in Logan County, and Octavia Osborn, and and Jodiah Osborn who reside in Marion County, all of whom are minors, and all of whom your petitioner prays may be made defendants to this bill.

Your Orator further represents that Alexander Burnsides of Logan County

and whom your Orator prays may be made defendant to this bill, is administrator of the estate of said Marcus L. Osborn deceased.

Your Orator therefore prays that the writ of Subpoena may issue; that said defendants may be compelled full answer to make to all and singular the allegations and matters in this bill contained; and that on the final hearing of this cause ~~said defendants Osborn and wife may be compelled to convey upon oath~~ the legal title to said Real estate may be decreed to your Orator; ~~and that such~~ other and further relief may be extended to your Orator as equity may require.

By Allison & Curry
his Solicitors

Opened at request of Plaintiff's Counsel
April 19th 1845. John Cassil Clk

John Cassel Esq Clerk of
Common pleas - Union
County
Ohio

Filed April 1st 1840
John Cassil Clerk

Depositions
in the Case of
Samuel McWhirter
vs.
M. L. Osborne
et al

Depositions of witnesses in a cause pending in Chancery Court of Common pleas of Union County Wherein Samuel McWaide is plantiff and Addison Osborne Margaret Osborne Elizabeth Osborne Octavy Osborne Josiah Osborne and Alexander Burnside Guardian and Administrator of the estate of Marcus L Osborne deceased defendants
in pursuance of the notice hereto attached and at the time and place therein mentioned
John H. Bosart of the County of Union of lawful age being first duly sworn by me as here after certified deposes as follows
1st Question by plantiff – Was you knowing to my purchasing three lots in the Town of Arbela of Marcus L Osborne deceased
Answer, I was not present at the purchase of said lots but I have heard Marcus L Osborne say that he had sold to Samuel McWaide two lots in the Town of Arbela and had given one lot to McWaide for his being a Mechanick and settling in the Town
2d Quest by pltf Do you know of my settling on the lots mentioned
Answer Yes I know of his settling on the lots and improving them John H Bosart

And also John Cheney of the County of Union and of lawful age being first duly sworn as hereafter certified deposes as follows
1st Question by plantiff – Was you called upon to make some deeds from Marcus L Osborne to me previous to his death and if so state what you know about it
Ans. I was called on, on Friday to go up to Mr Osborne's to make deeds for Samuel McWaide's lots in the Town of Arbela – I was told that it was Mr Osborne's request that I should be at Osborne's house on the Saturday following and my business would not admit of my attending at that time so I agreed to attend on the monday following previous to that

the time I heard of the death of Marcus L. Osborne and consequently I did not go

John Cheney

And also David W Cunningham of the County of Union and of lawful age being first duly sworn as hereinafter certified deposed as follows

1st Question by plantiff. What do you know respecting Marcus L. Osborns intensions of making one deeds for some lots in the Town of Arbela and what you know respecting the payments for said lots

Ans His intensions I belive was to make McWaide a deed for the lots that is, two lots sold and one lot given to McWaide as a Mechanick from what he told me I think that was his intensions - and from the knowledge I have of their dealings I am satisfied that McWaide had paid Osborne for said lots all but a trifle and also I am knowing to McWaide's having peaceable possession of said lots living on and improving them all in the lifetime of Marcus L. Osborn

David W Cunningham

I Tater Randall a justice of the peace in and for the Township of Jackson in the County of Union Ohio do hereby certify that the above named John H. Bosart John Cheney and David W. Cunningham were by me first duly sworn to testify the truth the 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 25th day of March in the year 1848

Tater Randall J. P.

time I heard of the death of Marcus L. Osborn and consequently I did not go

John Cheney

In Union Com Pleas

Saml McWade

vs

Addison Osborn dec'd

Answer of Guardian
ad litem

Filed april 28, 1848
John Cassil clk

The joint Answer of Addison Osborn, Margaret Osborn Elizabeth Osborn, Octavia Osborn, and Josiah Osborn infant defendants to the Bill of Samuel McWaide; by J. C. Doughty their Guardian ad litem.

And the said Addison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia Osborn, and Josiah Osborn by J. C. Doughty their Guardian ad litem now come and for answer to the said Bill of Complaint of the said Samuel McWaide, say that they know nothing as to the truth or falsity of the several matters and things contained in said Bill and pray to be hence dismissed &c

Addison Osborn
Margaret Osborn
Elizabeth Osborn
Octavia Osborn
Josiah Osborn
By J. C. Doughty
Their Guardian Ad litem

Samuel McWaide
vs
Adison Osborne
Elizabeth Osborne
Alexander Burnside
guardian & Administrator of Marcus L. Osborne deceased

Chancery in
Common pleas of
Union County Ohio

Depositions will be taken in this case by the complainant at the office of Taber Randle J P in the Town of Essex in the County of Union Ohio on the 25th day of March 1848 in a case of Samuel McWaide applied for deeds for three lots in the Town of Arbela Union County Ohio

A D. 1848 between the hours of six A M and nine P M dated this 14th day of march 1848

Samuel McWaide

Samuel McWaid
vs
Adison Osborne et als
Margaret Osborne
Elizabeth Osborne
Octavy Osborne
Josiah Osborne

Chancery in Common Pleas of Union County Ohio

Depositions will be taken in this Case by the compluinant at the office of Taber Randle J P in the town of Essex in the County of Union Ohio on the 25th day of March 1848 in a case of Samuel McWaid applied for deeds for three Lots in the town of Arbela Union County Ohio
A D 1848 between the hours of Six A M and nine P M

dated this 15th day of March 1848

Samuel McWaide

Union Com Pleas

Samuel McCrarder
Pltf

Adison Osborn et al

Debt in Ctm

Rec'd this writ on the
24th July 1847—
Executed the same on
the 30th July 1847.
Not found as to the
within named persons
W. Shurtleff Shff
Me C C

Filed Aug. 2d 1847
John Cassil Clerk

The State of Ohio, Union County, ss.

Marion

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

We command you, that you summon Octavia Osborn and Josiah Osborn

to appear before the Judges of our Court of Common Pleas, at the Court House, on the 3d day of August next ensuing, to answer a Bill in Chancery, exhibited against them et al by Samuel McWaide

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

Witness John Cassil, Clerk of our said Court, at the court house, this 20th day of July A. D, 1847

John Cassil Clerk of Com. Pleas.

In Union Com Pleas

Samuel McWaide

vs

Addison Osborne et al

Sub. In Chancery

Recd. Sept 5th August 1847. Executed the same on the 6th August 1847. not found as to the within named Octavia Abom & Israel Abom

W Rushlemb
Sheff Marion Co
Ohio

Filed aug 9th 1847
John Carne Clk

The State of Ohio, Union County, ss.

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

We command you, that you summon Octavia Osborn and Josiah Osborn

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, ctals, by Samuel McWaide

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

Witness John Cassil, Clerk of our said Court, at the court house, this 3rd day of August A. D, 1847

John Cassil Clerk of Com. Pleas.

Received March 25th 1848 of Samuel McWaide two dollars and thirty seven and a half cents it being in full of a ballance due Marcus L. Osborn decease on lots sold by said Osborne to Samuel McWaide the said lots laying in the Town of Arbela

A Brown
Adm of M.L. Osborne's estate

Personally served on the within named Margaret Osborn Elizabeth Osborn and Alexander Burnside on the 27th day of July 1847 by leaving with each of them a certified copy of this writ, and served on the within named Adison Osborn on the 27th day of July 1847 by leaving at his usual place of abode a certified copy of this writ

Fees as serving writ on 4 defendants 95
4 copies 50
mileage 9 miles 45
$1.90

John Underwood
Sheriff of Logan County
Ohio

Portage Paid by Pltff 10

Prim Com Pleas

Samuel McWaice
vs
Adison Osborn et al

Writ &c Ohio

Filed July 29 1847
John Cassie Clk

The State of Ohio, Union County, ss. Logan

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

We command you, that you summon Adison Asborn Margaret Asborn Elizabeth Asborn and Alsander Bannsides

to appear before the Judges of our Court of Common Pleas, at the Court House, on the 3d day of August next ensuing, to answer a Bill in Chancery, exhibited against them selves by Samuel McWaide

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 20 day of July A. D, 1847

John Cassil Clerk of Com. Pleas.

Union Com Pleas

Samuel McWadd
vs
Adison Osborn et al

Sub in Cty

Filed Sept 6th 1847
John Cassil Clk

Recd this writ on the 14th August 1847 — Executed the same on the 1st day of September 1847. by reading & delivering to each of the within named persons certified copies of the writ —

John Shunk
Shff Marion Co Ohio

Shffs fees

	$ ¢
Mileage 2	1-00
Serv —	0-55
Copies — —	0-30
Return —	0-10
	$1.95

The State of Ohio, Union County, ss.

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

We command you, that you summon Octavia Osborn Asa Josiah Osborn

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 & others by Samuel McWaice

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 9th day of August A. D, 1847

John Cassil Clerk of Com. Pleas.

No. 47-CH-23

Union Common Pleas Court.

James H Sebole
Plaintiff,

AGAINST,

Mary E Sebole
Defendant.

JUN TERM, 1843

Divorce
Dismissed,

Journal 4 Page 130

Record No. No Record. Page

Ex. Doc. Page

Union common
pleas —

James W. Sebole
v.
Mary Elizabeth Sebole
& Divorce

Filed July 25th 1847
John Cassie Clk

Cost bill made
No Record

J. C. Doughty Sol.
for complainant

State of Ohio } To the honorable Judges of
Union County } S. the Court of Common pleas of
Union County, in chancery-
Sitting

Humbly Complaining, Sheweth unto your honors, your Orator James W. Stole, that he has been a Resident of the County of Union, and State of Ohio more than One year last past. And that your Orator was lawfully joined in the bands of matrimony to his present wife Mary Elizabeth On the first of October Eighteen hundred and forty, ~~in~~ at the County of Berkly- ~~Virginia~~ State of Virginia, from which time forward, they have been Residents of the County of Berkly- State of Virginia, untill on or about the first of October Eighteen hundred and forty five, And your Orator further sheweth unto your honors that the said Mary Elizabeth since the said first day of October wickedly disregarding the solemnity of her vows and the sanctity of the marriage state hath committed adultery at divers times with William Steward and others to your Orator unknown And your Orator further shows- unto your honors that on or about the first of October Eighteen hundred and forty five, the said Mary Elizabeth did retire to the woods there in the County of Berkly State of Virginia, and was accompanied by the said William Steward in the day time. And the said William Steward there in and there

had carnal connection with the said May Elisabeth and she the said May Elisabeth did then and there commit adultery with him the said William Steward. And your Orator further sheweth unto your honours that afterwards to wit since the first of October Eighteen hundred and forty five - at what time Months and day in particular is ignorant and can not set forth, the said May Elisabeth then being in the County of Berkly state of Virginia aforesaid. She the said May E Elisabeth did commit adultery with divers persons the names of whom, your Orator has been unable to discover and can not set forth And your Orator further shows unto your honours that ~~by means~~ that by means of the said several premises above set forth the domestic peace and happiness of your Orator has been entirely destroyed, In tender consideration whereof ~~and to the end that the said May Elisabeth, where your Orator prays that the Marriage between~~ and to the end that the said May Elisabeth may true full and perfect Answer make to the matters and things herein charged and set forth as fully as if the same were herein again repeated. And she interrogated thereto. and particularly, that she may set forth and discover, whether your Orator and she the said May Elisabeth were not found

in Wedlock as afore said and whether since her marriage, with your Orator she has not, committed adultery with the said William Steward at the time and place and under the circumstances herein before set forth, or how otherwise and at other times, and when, and some other persons, and whom, and that the marriage, between your Orator and the said Mary Elisabeth may be dissolved, according to the statutes in such cases provided, And that your Orator may have such other and further Relief, in the premises, as may be agreable to equity, - and may it please your honours to grant unto your Orator the Writ of Subpoena issuing out of and under the seal of this honourable Court, to be directed to the said Mary Elisabeth commanding her on a certain day therein to be expressed, personally to be and appear before your honours, in this honourable Court, then and there to make true full, and perfect Answers, to all, and singular, the premises and stand to abide, and perform, such order direction and decree, as to your honours shall seem meet, and according to the statutes, in such Cases provide

J. C. Doughty Sol.
for ~~petitioner~~
Complainant

Union common
Pleas — Bulk
Amended

James W. Gibbs
vs
Mary Elizabeth Gibbs

Divorce

Filed Nov. 5th 1847
John Cassil Clerk

J. C. Dougherty Esq
for petitioner

State of Ohio } To the honorable Judges of the
Union County } Court of Common Pleas of Union
County, in Chancery. Petition

Your Complainant Sheweth unto
your honors your Orator James W. Scholes
that he has been a resident of the County of Union
and State of Ohio more than One year last past
and that your Orator was lawfully joined in the
bands of matrimony to his present wife
Mary Elisabeth On the first of October Eighteen
hundred and forty, at the County of Berkly
State of Virginia from which time
forward, they have been residents of the
County of Berkly State of Virginia untill
on or about the first of October Eighteen
hundred, and forty five. And your
Orator further sheweth unto your
honors that the said Mary Elisabeth
since the said first day of October Eighteen
hundred forty, wickedly disregarding the
solemnity of her vows, and the sanctity
of the marriage Contract and hath
committed adultery at divers times with
One William Stewart, and others to your
Orator unknown. And your Orator
further sheweth unto your honors, that on
or about the first of October Eighteen hundred
and forty five the said Mary Elisabeth
did return to fields or the meadow then in
the County of Berkly state of Virginia. and
was then and there in the company of the sed
William Steward. in the day time and the
said William Steward, then and there had

carnal, connection with the said Mary Elisabeth
And she the said Mary Elisabeth did then and there
commit adultery with the him the said William
Steward, And Your Orator further sheweth
unto your honours, that afterwards to wit
since the first day of October eighteen hundred
and forty five at what time Months and
days in particular is ignorant, And can not set
forth, the said Mary Elisabeth then being in
the County of Berkly State of Virginia aforesaid
she the said Mary Elisabeth did commit adultery
with divers persons the names of whom Your
Orator has been unable to discover And can
not set forth (And Your Orator further sheweth
unto your honours that afterwards to wit
since the first of October eighteen hundred and
forty five, she the said Mary Elisabeth hath
been delivered of a bastard Child, the
putative father of which said Child Your
Orator can not set forth, and that Your
Orator hath not had any communication
with said Mary Elisabeth since the said
first day of October eighteen hundred forty
five, And Your Orator further sheweth
unto your honours that by means of the said
several premises above set forth the domestic
peace and happiness of Your Orator hath
been entirely destroyed, In tender consideration
and that the said Mary Elisabeth may then ~~and~~
full and perfect Answer make to the matter
and things herein charged, And set forth
as fully as if the same were herein again charged
and repeated And she interogated thereto and

particularly that she may set forth and discover whether your Orator and she the said Mary-Elisabeth were not joined in wedlock as aforesaid and whether ~~your Orator~~ since her marriage with your Orator she has not committed adultery with the said William Steward at the time and place and under the circumstances herein before set forth as now otherwise and at other times and when and some other persons and whom, and that the marriage contract between your Orator and the said Mary-Elisabeth may be dissolved according to the Statutes in such cases provided. And that your Orator may have such other and further relief in the premises as may be agreeable to Equity and may it please your honours to grant unto your Orator the writ of Subpoena issuing out of and under the seal of this honourable Court to be directed to the said Mary Elisabeth commanding her on a certain day therein to be expressed personally to be and appear before your honours in this honourable Court then and there to make true full and perfect answers to all and singular the premises and stand to abide and perform such order direction and decree as to your honours shall seem meet and according to the Statutes in such cases provided.

L. Doughty Solr
for petitioner

No. 47-CH-24

Union Common Pleas Court.

George A Ell

Plaintiff,

AGAINST

Anna M Ell

Defendant.

OCT 1847

Dismissed

No Record.

Journal 4 Page 77

Record No. Page

Ex. Doc. Page

In Union
Common pleas

George W. Ell
vs
Anna M. Ell

In Divorce

OCT 1847

Filed July 29th 1847
John Cassil clk

Cost bill made
No. Record

Copy & certificate $1,20 cts

J. C. Dougherty
Solicitor for Complaint

State of Ohio
Union County } To the honourable Judges of the court of Common pleas in Chancery sitting

Humbly Complaining Showeth unto your honors your Orator, George A Ell, who has been a resident of the County of Union and State of Ohio more than one year last past, and that your Orator was lawfully joined in the bands of Matrimony to his present wife Anna Margarett, on the twenty sixth day of June Eighteen hundred and forty one, from which time forward, they have been and now are inhabitants, of the County of Union and state of Ohio and your Orator further showeth unto your honours that the said Anna Margarett since the said twenty sixth day of June wickedly disregarding her vows and solemnity of the marriage state, hath left your Orator and absented herself from the house, and premises without any just cause or provocation whatever and your Orator further showeth unto your honours that the said Anna Margarett did leave on or about the middle of August Eighteen hundred and forty one, and from that time forward, hath remained wilfully absent and neglected her duties, as a wife, and your Orator further showeth unto your honours that he has made all necessary provision for her comfort, ~~and~~ happyness and support and treated her with affection and kindness and oft solicited her to return, to her home and to do her duties, yet she the said Anna Margarett, treated him with contempt and disrespect, and utterly refused to return ~~on~~ and that she is guilty of gross neglect of duty

for more than three years last past

And your Orator further Showeth unto your Honours, that by means of the said several premises above set forth the domestic peace, and happiness of your Orator has been entirely destroyed in tender consideration whereof, and to the end, that the said Anna Margarett may true full and perfect Answer make to the matters and things herein charged and set forth, as fully as if the same were herein again repeated and she interrogated thereto, and particularly, that she may set forth and discover, whether your Orator and she the said Anna Margarett, were not joined in wedlock as aforesaid, and whether since her marriage, with your Orator she has not wilfully absented her self, from his house and premises, on or about the middle of August eighteen hundred forty one, and that the marriage, between your Orator and the said Anna Margarett, may be dissolved, according to the statutes in such cases provided, and that your Orator may have such other and further relief in the premises as may be agreeable, to equity, May it please your honours to grant unto your Orator the writ of Subpoena, issuing out of and under the seal of this honourable Court, to be directed to the said Anna Margarett commanding her on a certain day and under a certain pain therein expressed, personally, to be and appear before your honours in this honourable Court then and there to make a perfect Answer

to all and singular the premises
and to stand to, abide and perform
such order direction and decree as to
your honours shall seem meet and
according to the statutes in such cases
provided.

J. C. Doughty Solicitor
for Complainant

Served this writ personally upon the within named witness October 2. 1847
fees = mileage 1 mile 5
Service 12½ = 17½
Philip Snider Sheriff

Union Co Pleas
Comp. No. 6660
Ahner U. Cobb
vs
Subpoena
Subpoena

Cost bill made
No Record

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon John Ell

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 ~~first~~ fourth *day of next term, at* ~~ten~~ nine *o'clock A. M., to testify and the truth to speak on behalf of* Anna M Ell

in a certain controversy in said court depending, wherein George A Ell

is plaintiff, and Anna M. Ell

is defendant: and this he *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* 2 W *day of* October A. D. 1847

John Cassil CLERK.

Union Com Plea

George A Ell
vs
Anna M Ell
ent for wife

Filed sept 30 1847
John Cassie clk

Served this writ by reading to all the within named witnesses Sept 29, 1847
Fees = mileage 40
service 50 = 90
Philip Snider Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY--*GREETING.*

We command you to summon John Jolly George Roush Anna Dasher and Dasher

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 ~~first~~ Fourth *day of next term, at* ~~ten~~ Nine *o'clock A. M., to testify and the truth to speak on behalf of* Anna M Ell *in a certain controversy in said court depending, wherein* George A. Ell *is plaintiff, and* Anna M Ell *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* 29 *day of* Sept *A. D.* 1847

John Cassil CLERK.

Union Co Reg

George A Ell
vs
Anna M Ell

Sulfur Wis

Filed Sept 30 1847
John Corrie clk

Served this writ by reading to all the within named witnesses
Sept 29 1847
Fees = mileage 15
service 37½ = 52½
Philip Shuler Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon George Poush Adam Blumenshine and Adam Poush

to be and appear before the Honorable the Judges of the Court of Common Pleas of said county, at the court-house, in the town of Marysville, on the fourth *day of next term, at* nine *o'clock A. M., to testify and the truth to speak on behalf of* George A. Ell *in a certain matter in controversy in said court depending, wherein* George A. Ell *is plaintiff, and* Anna M Ell *is defendant: and this* they *shall in no wise omit, under penalty of the law; and have then there this writ.*

Witness, JOHN CASSIL, *Clerk of our said Court, at the court-house aforesaid, this* 29d *day of* Sept *A. D.* 1847

John Cassil CLERK.

Union Com Pleas

George A. Ell
vs
Anna M. Ell

Sub in Chy

Filed Aug. 13th 1847
John Chapil, Clerk

Service this writ August 13, 1847 by delivering a certified copy of the writ together with a certified copy of the petition & the writs marked Anna M. Ell

Fees Service 3 Reach 70
Copy of petition 10
mileage 15
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 Anna Margaret Ell,

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 her by George A. Ell

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

Witness John Cassil, Clerk of our said Court, at the court house, this 12th day of August A. D, 1847

John Cassil Clerk of Com. Pleas.

Filed Oct 2 1847
John Cusic clk

George A. Ell
vs
Anna M. Ell

Pet. for Divorce.

Issue Subpoena for John Ell, Witness for Deft.

Allison & Kenny
Attys for Deft.

To the Clk of Union Com. Pleas.
Dated Oct 5, 1817

Filed Sept 29th 1847
John Cassil Clk

George A. Ell
vs.
Anna M. Ell } Pet. for Divorce.

Issue Subpoena for John Solly, George Roush, Anna Dosher, and Dosher, witnesses for defendant.

Allison & Curry
Attys for Deft.

To the Clerk of Union Com. Pleas

Date Sept. 29th 1847

C

Filed sept 29 1847
John Cassil clk

George A. Ell, vs Anna M. Ell. } In Common Pleas - in Divorce

Issue a Subpoena - for George Roush - Adam Blumenstine Sadie Roush - Witness for Plaintiff -

Jos. Telech - of the Court of common Pleas -

J. G. Doughty atty for Defendant

Chancery Case File

Case No. 1847-CH-0025

No. 47-CH-25

Union Common Pleas Court.

Polly Ann Powers
Plaintiff,

AGAINST

Edward Powers,
Defendant.

APR TERM. 1848

Judgment VS Plaintiff

Journal 4 Page 95

Record No. Page

Ex. Doc. Page

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

In Union Com. Pleas

Polly Ann Powers

vs

Edward Powers

Petition for
Divorce & Alimony

Filed Aug. 2d 1844
John Cassil, Clerk

Cost bill made
No. Record

Allison & Curry

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

Your Petitioner Polly Ann Powers of the County of Union Ohio, respectfully represents and states to the Court, that she is now and has been for more than six years last past a Citizen of the State of Ohio, and for more than one year last past a resident of the said County of Union. That on the day of December A.D. 1841 she was lawfully joined in the bands of Matrimony with one Edward Powers, whose present residence is unknown to your Petitioner, but whom your Petitioner prays may be made defendant to this petition.

That your petitioner and the said Edward Powers, from the time of their marriage aforesaid continued to live and cohabit together as husband and wife, until on or about the 7th day of July A.D. 1847 at which time they separated. That during the whole period of their said Cohabitation, Your Petitioner endeavored to, and did perform all the various duties of a loving, faithful, industrious, and obedient wife as well, and in as cheerful a manner as was in her power to do. That the Conduct of the said Edward to your Petitioner during the greater and latter part of that time, on the contrary, was cold, distant, severe and cross, often to a great extreme, by wickedly cursing her, - threatening her, - and other conduct entirely unbecoming the Conduct of a man to female, much more so the Conduct of a husband to his wife.

Your Petitioner further states and charges, that the said Edward, - during their said cohabitation, was guilty of "Gross neglect of duty" towards your Petitioner, in not furnishing her suitably to her station in life, and frequently, entirely neglecting to furnish her with the necessaries

of life, such as necessary firewood &c, That her said husband (the said Edward) also neglected and refused to furnish your Petitioner with such household help as was necessary, and which he was able to do. That the said Edward was guilty of "Extreme Cruelty" towards your Petitioner, by violently and forcibly, when in anger, seizing her person and by loud threats and denunciations against her and her relatives, (much to the annoyance and disturbance of the neighbourhood) putting your Petitioner in great bodily fear &c.

Your Petitioner further represents, that she and the said Edward have three children now living who are the offspring of said Marriage, to wit, Annette Powers ~~Powers was aged about four years~~ four years of age on the 26th of Feby 1847. Providence Powers ~~about two years of age~~ Two years old on the 4th of Feby 1847 and Mary Powers near ~~one year~~ Eight Months old.

Your Petitioner therefore prays, that said Marriage between your Petitioner and the said Edward Powers may be dissolved, and that said Edward may be decreed to pay to your petitioner such alimony as your Honors may deem just and reasonable, and that your Petitioner may be decreed the Guardianship of their said Children; Or that if said marriage contract should not be dissolved, that Alimony and the care and protection of the said Children may be decreed to your Petitioner, and such other and further relief in the premises as equity and good conscience may require, &c

By Allison & Curry
Her Solts.

Powers
vs
Powers

Proof Publication

Filed Oct. 6th 1847
John Capel Clerk

Legal Notice.

EDWARD POWERS is hereby notified, that POLLY ANN POWERS, on the 2nd day of August, 1847, filed in the office of the Clerk of the Court of Common Pleas for Union county, Ohio, a petition in Chancery, praying for a dissolution of the marriage contract existing between said Polly Ann and Edward; also for Alimony, and the Guardianship of their children, &c.; alleging for cause "*gross neglect of duty*," and "*extreme cruelty*." ALLISON & CURRY,

Sols. for Compl't.

August 18, 1847. n13w6prf,$1,75

Personally appeared, in open Court P. B. Beale and made solemn oath, that the notice hereto attached, was published for six consecutive weeks next before the 18th day of August A.D. 1847 in a news paper called the Argus and that said newspaper was, during that time, printed in the county of Union P B Beale

Attest.

John Capel, Clerk

In union commen
pleas-

Edward Barers
ads
Baldgan Barnes

Answer Demurrer
&c-

Filed Sept 18th 1847
John Cassell Clk

J. C. Daughty Sol
for Defendant

The Answer of Edward Powers to the bill for divorce and alimony filed against him by Polly-Ann Powers.

The said defendant saveing and reserveing to himself now and at all times hereafter all and all manner benefit and advantage of exceptions to the manifold uncertainties, and imperfections in the said Complainants, said bill of complaint contained for answer thereunto or unto so much thereof as materially concerns this defendant to make answer unto, he answereth and saith that it is true that about the time mentioned in the complainants bill this defendant, and Complainant were duly and lawfully married and that the said Polly Ann Powers and this defendant, are inhabitants of the county of Union, and have been for more than One year last past, And this defendant further answering positively and unequivocally denies that he was at any time or times guilty of gross neglect of duty towards the complainant and that he has since the intermarriage with the complainant, provided her with food clothing ~~and~~ fire wood and all the necessaries of life suitable to his condition in life and treated her as a dutifull and affectionate husband as is in this respect untruly and maliciously charged in the said bill of complaint And this defendant further answering positively and unequivocally

denies that he ever did at any time or times whatever in anger lay hands upon the said Complainant, or that at the Defendant ever did treat her with extreme cruelty by violently and forcibly seizing the person of Complainant. As is in this respect untruly and maliciously charged in the said bill of Complainant. And this Defendant further answering saith, that he has ever been ready and willing at all times to live with the said Complainant and insisted on her the said Complainant since the seperation to return to her home and to her duties as a wife and that the Defendant would protect and supply her the said Complainant with every necessary for her comfort and happiness yet she the said Complainant utterly refused to do so. Without that that any other matter or thing materially or necessary for this Defendant to make answer unto and not herein and hereby well and sufficiently answered confessed or avoided traversed or denied, is true which matters and things this Defendant is ready to over maintain and prove as this honourable Court shall direct, and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained

Edward Powers

L. C. Dougherty Solr
for Defendant

Without that, that any other matter or thing materially or necessary for this Respondant to make answer unto, and not herein and hereby well and sufficiently answered, unto, confessed or avoided, traversed or denied is true which matters and things this Respondant is ready to over maintain and prove as this Honourable Court, shall direct, and humbly prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained

Edward Powers

L C Draught sole
for Respondant

Filed Common Pleas.

Edward Powers
v
Polly Ann Powers

Answer Summons
& allowance

L C Draught sole
for Respondent

The Answer of Edward Powers to bill for divorce and allimony filed against him by Polly Ann Powers

The said Respondant Saveing and Reseveing to himself now and at all times hereafter all and all manner of benefit and advantage of exceptions to the manifold uncertainties and imperfections in the said Complainants said bill of complaint contained for Answer thereunto or unto so much thereof as materially concerns this Respondant, to make answer unto he answereth and saith. That it is true, that about the time mentioned in the Complainants bill this Respondant and complainant were duly and lawfully married, and that the said Polly Ann Powers and this Respondant ~~from the time of their intermarriage, untill the present time have been and now~~ are inhabitants, of the County of Pinion and have for more than one year last past and this Respondant further answering positively and unequivocally denies that he was guilty of gross neglect of duty towards the complainant and that he amply provided her with food and clothing and necessary fuel wood suitable to his condition in life as is in this respect untruly and malticiously charge in the said bill of complaint And this Respondant further answering positively and unequivocally denies that he ever did at any time or times whatever in anger lay hands upon the complainant or that Respondant ever did use treat her with extreme cruelty or violently and forcibly seizing the person of complainant as is in this respect untruly and malicuously charged in the said bill of complaint

No. 47-CH-26

Union Common Pleas Court

Joshua Judy Admr
Plaintiff,

against

Sophia Thurston
Defendant.

MAY TERM, 1849

Decree for Plaintiff

Journal 4 Page 197

Record No. 6 Page 375

Ex. Doc. Page

Union Com. Pleas

Joshua Gluck, Admr.

vs

Joseph Thurston et al.

Petition for Sale

Filed August 6th 1847
John C. Gail, Clerk

Cost bill Made

Record

Recorded

By C. & M.

Note for one & sale

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

Your petitioner Joshua Judy, Administrator of the Estate of David Thurston, deceased, respectfully represents: That the total value of the personal estate & effects of said decedent is, as near as can be ascertained, the sum of twenty dollars; which will more fully appear by the certificate of the Clerk of this Court, herewith filed, marked (A); ~~but not more than~~ ~~dollars can be realized therefrom~~ That the amount of debt owing by the deceased, as nearly as they can be now ascertained, amounts to two hundred & fifty dollars; and the amount of the charge of administration to about fifteen dollars; The personal Estate and effects are insufficient to pay said debts

Your petitioner charges that the said decedent died seized in fee simple of a house & lot acres of land in the Town of Marysville, this county, on which there was a judgement lien & which has since been sold on said judgement and was not sufficient to pay the same; and Your petitioner further represents that the said decedent had no claim to any other real estate within the knowledge of Your petitioner, except the East one half of the following described land, situate in the county of Union, Ohio, in which Your petitioner here charges the said decedent had an entire equity: to wit: part of Survey No. 5798, 5641, 5806 & 6496; designated as Lot No. 8 and returned in the name of Robert Moran, Bounded and described as follows — Beginning at 2 beeches

and a hickory corner to Robert McKee's Lot; thence with the line of said Lot, north 83 degrees, west 81 poles to 2 beeches & a sugartree, corner to Lot No 9; thence with the line of Lot No 9 south 7 degrees west 242 poles to a cherry & sugartree, in the Delaware Road; thence with said Road north 71 degrees East 81 poles to a beech, corner to Lot No 7; thence with the line of Lot No 7 north 7 degrees, East 198 poles to the Beginning, containing one hundred and eleven & one fourth (111¼) acres, be the same more or less.

The said decedent, while in life, (to wit, on the twentieth day of November A.D. 1843 had paid to Abel F. Hutchinson (in whom the legal title now resides) Two hundred & twenty five dollars; for and in consideration of which the said Abel F. Hutchinson, made & executed on the day and year aforesaid his written agreement, under seal, to convey, two months after date, by warranty deed, to Sophia Thurston, the wife of said decedent, her heirs or assigns, one half of the aforesaid real estate, to wit; fifty five & one half acres of land, as will more fully appear from said written agreement which is herewith filed and made part hereof — Your petitioner charges that the said Sophia Thurston held said land by said agreement, in trust, for the use and benefit of the said decedent — that the decedent paid for the same — that said agreement was so taken, in the name of the said Sophia, to the prejudice the creditors of said David Thurston — and that the said land Equitably belongs to the Estate of said decedent

The said decedent died leaving the said Sophia Thurston, his widow, who is entitled, in Equity, to dower in said fifty five and one

half acres of Land —

The following persons are the heirs having the next estate of inheritance in the premises above described, from the said decedent, namely; Catharine Thurston, Savilla Thurston, William Thurston & James Thurston each & all, of said heirs, are minors, who together with said Widow and all Residents of the State of New York

Your Petitioner prays that the said widow, and the said persons above mentioned and described, having the next estate of inheritance in said equitable premises, together with the said Abel F. Hutchinson, in whom the legal title rests, be made parties defendants to this petition; that the said Hutchinson answer particularly the charges set forth in this petition; that the dower of the said Sophia Thurston may be set off, the several rights, liens, &c of the above named defendants ajusted, &c; & that Your Petitioner may be ordered to sell, the one half of said real Estate, to wit; fifty-five and one half acres of Land, &c, and such other relief, &c.

P. B. Cole & Wife
Pltfs for Rlfs

State of Ohio
Union County } ss

P. B. Cole being duly sworn says that Sophia Thurston Catharine Thurston ~~William Th~~ Savilla Thurston Wm Thurston & James Thurston defendants to this bill are all residents of the State of New York as he is informed & verily believes & further states not

P. B. Cole

Sworn to & subscribed in open Court
August 6 1847 John Caples, Clerk

Judy
18 } Proof Publication
Thurston

In Union Common Pleas;

JOSHUA JUDY, Administrator, *versus* Sophia Thurston, widow of late David Thurston, dec'd, Catharine Thurston, Savilla Thurston, William Thurston, & James Thurston, heirs of said David Thurston, dec'd. IN CHANCERY.

In pursuance of an interlocutory order of the Court of Common Pleas of the county of Union, made at their August term, 1847, the said Sophia Thurston, Catharine Thurston, Savilla Thurston, William Thurston & James Thurston, will take notice, that on the 6th day of August, A.D. 1847, Joshua Judy, Administrator, of the Estate of David Thurston, deceased, filed his petition in said court setting forth that the personal estate and effects are insufficient to pay the debts of said decedant and making them and others defendants. Said petition charges that the said David Thurston had, at the time of his demise, an entire equity in one half of the following described land situate in [illegible] Parts of Surveys Nos. 5778—5641—5806 and 6495, designated as Lot No. 8 and returned in the name of Robert Means, bounded and described as follows—Beginning at 2 beeches and a hickory, corner to Robert M. Kerr's lot; thence with the line of said lot North 83 degrees, west 81 pole to two beeches and a sugartree corner to lot No. 9; thence with the line of lot No. 9 South 7 degrees, west 242 poles to a cherry and sugartree in the Delaware Road; thence with said road North 71 degrees East 81 poles to a beech, corner to lot No. 7; thence with the line of lot No 7 North 7 degrees, East 198 poles to the beginning, containing one hundred and eleven and one-fourth (111¼) acres, be the same more or less. Said petition further charges that the said Sophia Thurston held said equitable estate by virtue of a written agreement under seal, from Abel F. Hutchinson, (in whom rests the legal title,) in trust, for the use and benefit of said decedant—and that said decedant paid for the same. Said petioner prays that the said widow, and the said persons above mentioned and described, having the next estate of inheritance, in said equitable premises—be made parties defendants to said petition. That the dower of the said Sophia Thurston be set off, and that on final hearing said petitioner may be ordered to sell the said one-half of said Real Estate, for the payment of debts, &c. The said defendents are further notified that unless they appear, plead, answer or demur to said petition within sixty days after the next term of said court, the said petitioner at the term next after the expiration of the said sixty days, will apply to said court to take the matters of said petition as confessed, and decree accordingly.

COLE & WITTER,
Sols. for Petitioner.

August 25, 1847. [n14w3

Joshua Judy A.D. vs S Thurston Etal

Personally appeared, in open Court, P. B. Cole, and made solemn oath, that the notice hereto attached, was published for six consecutive weeks next after the 25th day of August A.D. 1847. in a newspaper called the Argus, and that said newspaper was, during that time, printed in the county of Union

P B Cole

Attest—
John Cofsil, Clerk

Printers fees $8 75—

Commissioners
Report

Filed Sept 19. 1848
John Cassil Clk

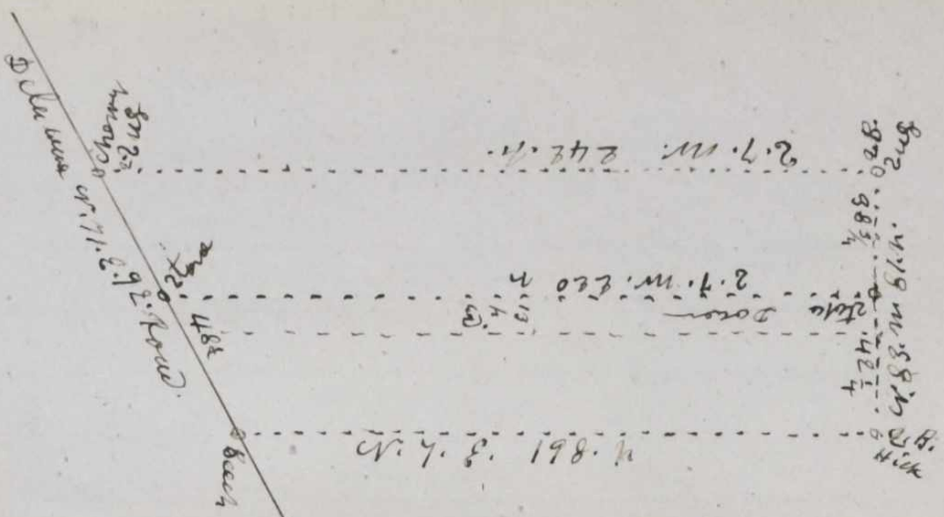
In ahe dience to a writ of partition from the Court of Common pleas U. C. O. issued at the June Term we the Commissioners named in Sd writ would Report that after being sworn as the law directs by the Sheriff of the County on actual view of the premises do ~~appoint Sd lot to be~~ set of 55 1/8. acres on the East side of Sd lot No. 8. to the Heirs of David Thurston deceased as appears on the plat here with returned and have set off to Sophia Thurston widow of Sd David Thurston as her Dower in Sd lot of land Eighteen & one half acres on the west side of Sd lot which is also represented on Sd plat we appraise Sd lot of Land to be worth three dollars & seventy five cents per acre the widows to be worth Twenty dollars September 16th 1848.

Fees, $1.00 each — $2.00

Samuel Judy
Joshua Marshall } Commissioners

Surveyors. Report

Filed Sept 19, 1848
John Cassil clk



I hereby certify that I have surveyed lot No. 8. in survey No. 5778, 5641, 5806. & 6495 and made partition of the same in execution of a writ of partition from the Court of Common pleas for the County of Union state of ohio and have set of to the Heirs of David thurston under the direction of Samuel Judy & Joshua Marshell Commissioners named in sd writ the East half of sd lot No. 8. as follows Beginning at 2 Beeches & a Hickory C. E. Corner to Robert Kerrs lot then Running with Kerrs line N. 83. W. 48¼ pols to a stake then S. 7. West 220 pols to a stone in the center of ~~the~~ Delaware Road then with sd Road N. 71. E. 48¼ pols to a Beech Corner to lot No. 7. then with the line of Lot No. 7. N. 7. E. 198. pols to the beginning Containing 5 5 and 5/8 acres, and have set of to Sophia Thurston Widow of the sd David Thurston as her Dower in sd land Eighteen and one half acres on the West side of sd lot by a line Running parralel with the west line the whole length of the lot all of which will appear on the annexed diagram

September 16th 1848. William B. Irwin County Surveyor U. C. O.

fees for surveying $2.00

Union Com Pleas

Joshua Judy Admr &c
vs
Sophia Thurston et al

Order of Appraisement &
Assignment of Dower

Filed Sept 19, 1848
John Cassil Clk

By virtue of the within Command I have executed the writ by the oath of the within named Joshua Marshal and summoned Judy, Commissioners and William B. Shelin Surveyor the report of Commissioners and Surveyor are here with returned,

Fees = mileage 50
service 1,00 = $ 1,50

Philip Snider Sheriff

The State of Ohio Union County ss.

I John Cassil clerk of the Court of Common Pleas in and for the County of Union and State of Ohio. do hereby certify that the following Entry is truly copied from the Journal of said Court, of the June term AD 1848. to wit,

Joshua Judy Adm of David Thurston Dec'd vs Sophia Thurston Abel F. Hutchinson et al

Petition to Sell & assignment of Dower.

This cause Came on this day to be heard on the Petition of Complainant answer of the infant Defendants Katharine Thurston. Davella Thurston Wm & James Thurston by C W B Allison, their Guardian ad Litem and the said Sophia Thurston and Abel F. Hutchinson Still failing to appear plead answer or demur to said petition on Consideration whereof it is ordered adjudged and decreed by the Court as follows,

1st That the said petition be taken as Confessed against the said Sophia Thurston and Abel F. Hutchinson.

2d The Court further find that the entire Equity in the East one half of said premises in said petition described to be in the said David Thurston, at the time of his Decease

3d the Court do find that the said Sophia Thurston, is Entitled to Dower, in the said east half of said premises, it is therefore Ordered. 1st that the said Sophia Thurston, be Endowed with one full Equal third part of the said East half of said premises

2d Ordered that a writ issue to the Sheriff of this County Commanding him that by the Oaths of three judicious disinterested free holders. of the vicinity to wit Joshua Marshall, Saml Judy & J. W. Rice, do upon actual view of said premises, set off and assign the said Dower to the said Sophia Thurston and make return assignment together with the just valuation of said real estate subject to the said Dower to the next term of this Court to which time this cause stands Continued

Witness my hand and the Seal of said Court this 25th Day of August AD, 1848

John Cassil clerk

Union Com. Texas

Joshua Judy, Adm.
vs
Sophia Thurston et
als.

Filed Aug 6th 1867
John Cassil Clk

Aug. 6. 1867 Served the within by delivering a certified copy of the certificate of the within to the within named defendants
Fees — mileage 35
service 35
copy 12½
Philip Schneider Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Abel F. Hutchinson

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ Forthwith ~~day of~~ ~~next ensuing~~, to answer a Petition in Chancery, exhibited against him ~~by~~ and others, by Joshua Judy Administrator of the estate of David Thurston Dec

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

Witness John Cassil, Clerk of our said Court, at the court house, this sixth day of August.

A. D, 1847

John Cassil Clerk of Com. Pleas.

Pursuant to the command of the within order ~~after having duly advertised the same~~ proceeded to sell the real Estate mentioned in the within order on the 25th day of November 1848 after having duly advertised the same and sold the same to Daniel McLain for Three Dollars 66 cents per acre he being the highest & best bidder and having received two thirds the appraised value thereof

Joshua Judy Admr.

Union Com Pleas

Joshua Judy Admr
vs
Sophia Thornston & al

Joshua Judy Adm.
vs
Sophia Thurston et als

Pet. to Sell Land.

On motion to the Court by Cole & Witter, Counsel for the Petitioner and upon producing the assignment of Dower and appraisement herein made by Joshua Marshall, Samuel Judy and J.W. Rice, Under a former Order of this Court, It is Ordered that the said Joshua Judy, proceed according to law, to sell the real Estate in said petition decribed subject to the said dower Estate of the said Sophia Thurston, and upon the following terms to wit, one third Cash in hand 1/3 in six months, and the residue in 12 months, with interest from the day of sale to be secured by mortgage on the premises, and it is further ordered that the said Joshua Judy, make return of his proceedings in the premises to the next term of this Court;

The State of Ohio Union County ss.

I, James Kirkade Jr. 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 copied from the Journal of said Court of the Term of September AD 1848;

Witness my hand and the Seal of said Court at Marysville this 24th Day of November A.D. 1848.

James Kirkade Jr Clerk

Joshua Peck Admr
vs
Sophia Hunt & al

Proof of Publication

SALE of Real Estate by order of Court.—By virtue of an order of the Court of Common Pleas of Union co. and State of Ohio, I will offer for sale on the 25th day of November 1848, at the premises, the following described Real Estate, to wit: Being the East half of Lot No. eight (8) in surveys No.s 5776, 5641, 5896, and 6495, in said county, and in the Township of Liberty, beginning with Kerr's line N 83 W 42½ poles to a stake; thence S 7 W 220 poles to a stone in the centre of the Delaware road; thence with the Road N 71 E 48½ poles to a beech corner to Lot No. 7; thence with the line of Lot 7 N 7 E 198 poles to the beginning containing fifty-five and a half acres more or less. Said land to be sold subject to the widow's right of dower which has been assigned to her.

Terms, one-third of the purchase money to be cash in hand; one-third in six months from sale, and the residue in 12 months. Said premises appraised at $3,75 per acre.

JOSHUA JUDY, Adm'r
of David Thurston, deceased.

October 25, 1848. n23w4

Personally appeared P. B. Cole in open Court and made solemn oath that the advertisement hereunto attached was published for four consecutive weeks commencing on the 25th day of October A.D. 1848 in the "Eagle" a weekly newspaper printed in the county of Union, Ohio, and that said newspaper was during that time in general circulation in said County —

P B Cole printer

Sworn to and subscribed this 29th day of May A.D. 1849

J. A. Rinkard Jr Clerk

Indy
18

Thurston

Answer
Indiana
Letter

Joshua Judy Administrator
of David Thies Dec'd.
vs
Abel F. Hoff Thomas
et al

Now comes C. W. B. Allison guardian
Ad Litem for Tabitha Sarella William and Jerry
Thurston infant defendants to this bill
and for answer to the same says that
he cannot gainsay the allegations in
Complainants bill ~~but admits them to be true~~
but says that he is ignorant of the same.

C. W. B. Allison Guardian Ad
Litem
for infant defendants

the East one half of the following Described land situate in the County of Union Ohio, parts of surveys Nos 5778, 5641, 5806, & 6495. Designated as Lot No. 8. and returned in the name of Robert Means, bounded & described as follows. - bigining at 2 beeches & a hickory corner to Robert McKee's Lot thence with the line of said lot north 83 degrees west 81 poles to 2 beeches & a sugar tree corner to lot No 9, thence with the line of Lot No 9, south 7 degrees - west 242 poles to a cherry & sugar tree in the Delaware road thence with said road North 71 degrees East 81 poles to a beech corner to Lot No 7 thence with the line of said lot No 7, north 7 degrees east 198 poles to the begining Containing One hundred & Eleven & one fourth acres (111¼) be the Same more or Less.

A. J. Hutchinson
Obligation

~~Received~~ for value recd I promise to make Sophia
Thurston or her heirs or assigns warrant the Deed of
fifty five and a half acres of land on the
north side of mill brook being the one half of
the ~~one~~ original 110 acres that I lived upon, and
have received $224 Dollars for the same, to be divided
in a ~~equal~~ equal manner Deed to be made within twelve months
from this Date

Abel H Hutchinson (Seal)

Nov 20 1843

No. 47-CH-27

Union Common Pleas Court

Cole & Piper Admr
Plaintiff,

against

Saul Bland
Defendant.

APR TERM 1848

Decree for
$116.36

Journal 4 Page 103

Record No. 5 Page 5

Ex. Doc. 1 Page 448

47
72 50
119,50

C. 204

Cole & Piper
vs
Saml Bland et. al

Filed Aug. 7th 1847
John Cassil Clerk

Leave that the Equitable
estate of dep be sold

By Cole & Miller

Cost 3,78 if withdrawn

for Amount of Sale

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

Your Petitioners, Philander B. Cole & William C. Piper, Administrators of William C. Lawrence, deceased, represent that on the 15th day of October A.D. 1846, on the law side of this Honorable Court, the said Lawrence recovered a judgment against Paul Bland (whom your Petitioners pray may be made party defendant to this Bill) for the sum of $108.58 debt and $6.78 Damages — and cost of suit. That execution was issued on said judgment and returned by the officer "No goods chattles lands or tenements found" — That said judgement remains in full force, unpaid & unsatisfied — that the said Bland has not personal or real estate ~~sufficient~~ subject to levy or execution sufficient to satisfy said judgment, ~~but~~ except the following described real estate, in which your Petitioner charge that the said Bland ~~on~~ has an ~~entire~~ Equity to wit All that certain tract or parcel of Land situate in the county of Union & State of Ohio, & bounded and described as follows, Part of Survey 12484 entered in the name of Joseph Spicer & patented to James Galloway. Beginning at a White Oak & Beech South East corner of Survey, thence 54° 20' west 52 poles to the line of Bentons Lot; thence with his line North ~~38° degrees East 78 poles to 2 Beeches~~ 38 degrees West 160 poles to an Ironwood, his corner in given line; thence with his line North 30 degrees East 73 poles to 2 Beeches and Hickory corner to Rice Haggards Survey;

11536

thence with this line South 38 degrees East 110 poles to the beginning, containing forty acres more or less

Your Petitioners further represent that the foundation of said judgment was a note given by said Bland to one James McGlory for the balance of the purchase money for said premises ~~so that the by~~ that the said McGlory ~~held the legal~~ assigned said note to your petitioners who state for a valuable consideration which was paid, - your orators further represents that the legal title to said land is still in the said James McGlory for which he has been entirely paid by ~~you~~ the said Bland at the time of purchase & together with the note on which your orators said judgment was obtained - your orators therefore prays that said James McGlory be made defendant to this bill - and that on final hearing your honors will order adjudge and decree that said premises be sold to pay and satisfy your orators said judgment against said Bland and grant to your orator such other and further relief as equity & good conscience may require & as in duty bound your orators will ever pray &c

By Cole & Witter
Atty for Complt.s

The Clerk will issue a Subpoena in Chy against Saul Bland & James McGlory returnable forth with

Cole & Witter

Served on the 7th day of August by leaving a copy of this writ with each one of the within named defendants

Fees—mileage 50
Service 55
Copies 25

Philip Snider Sheriff

Note of Piper
Vs
Blank & McElroy

Sub in Abey

Filed Aug 9th 1847
John Barnie Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Saul Bland & James McElroy

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 S. B. Cole & William C. Sifer Administrators of the estate of Wm C. Lawrence Decd.

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

Witness John Cassil, Clerk of our said Court, at the court house, this 17th day of August A. D, 1847

John Cassil Clerk of Com. Pleas.

Cole & Piper

Bland & McCoy } Cost Bill v. Shear 1.1850
Clerk $4.07
Sheriff fees 2.58 } 6.65
Fees costs at Sam 1.21 } 1.

Filed April 19. 1849
James Kirkpatrick clerk

April 24th 1849 Order
Prot. A. Adams

Cole & Piper Adm'rs
vs
S. Bland & James McElroy

Decree for sale of Land

Issue an execution for sale of Land in this Case

" April 19/49

J Kentrade Clerk

P Bleale
Atty for Pltff

Filed Nov 11 1847
John Cassil clk

John A Starrett & Wife
vs
Elisha B Prince Et al

order of Sale in Partition

Issue the order of Sale in this Case

To John Carnl Clerk
Nov. 10 1847

P B Cole
Atty for Complts.

Filed Feby 25. 1850
J Kirkpatrick for clerk

Cole & Piper (Adm'rs)
to
J. McGlory } for Ptff.

Issue an order of sale
in this case —

Feb. 28 1850

P. B. Cole Atty
for Ptff.

Union Com Pleas

Cole & Piper Adms &c
vs

Saml Bland & James
McElroy

Decree for $115.36
costs at law 3.72
Int from Oct 15. 1846.
Increase costs at law 1.21
Int from decr 7/46
Costs on Decree 6.65
Writ .50

Filed April 18. 1850
James Kinkade Jr clerk

In Spr T 1850

P Bleale

Received this writ March 2. 1850
By order of Plaintiff returned without service
Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Special Master in Chancery &c. Greeting:

Whereas at the April Term A.D. 1848 of the Court of Common Pleas, continued and held for said County on the 26th day of April A.D. 1848 in a certain Cause in Chancery therein pending wherein P.B. Cole and Wm. C. Pyle Administrators &c. Complainants and Saul Bland and James McElroy defendants, the Court Ordered and decreed that you expose to sale the equity of the said Saul Bland in the premises in the bill described as follows to wit, all that certain tract or parcel of land situate in the County of Union and State of Ohio & bounded and described as follows, part of survey 12484 entered in the name of Joseph Spicer, and patented to James Galloway begining at a white oak & beech south east corner of survey; thence 54° 20' west 52 poles to the line of Buttons lot; thence with his line north 38 degrees west 160 poles to an innwood his corner in given line; thence with his line north 30 degrees east 73 poles to 2 beeches and Hickory corner to Rece Hoggards survey; thence with his line south 38 degrees east 110 poles to the begining containing forty acres more or less. to satisfy the said Complainants in the sum of One hundred and fifteen dollars and thirty six cents with interest thereon from the 15th day of October A.D. 1846, until paid together with the costs at Law taxed at $3.72 with interest thereon for the said 15th day of October A.D. 1846, also the sum of $1.21 increase costs at Law and interest thereon from the 7th day of December A.D. 1846, and also the sum of $6.65 the costs on said decree and the accruing costs, and make report of your proceedings herein to the next term of said Court.

Witness James Kinkade Clerk of said Court at Marysville the 2nd day of March A.D. 1850.

James Kinkade Clerk

Ny ~~B~~ ~~10~~ 9

Cole v Piper

v

Saul Bland Et al

Ex. Docket page 448

Wm. C. Piper, and S. B. Cole, Admrs. &c

vs

Saml Bland

Debt	$108.58
Dam.	6.68
Costs	3.72
Writ	.41

Filed May 5, 1847

John Capiel Clerk

Recorded

Received this writ December 7th 1846

No goods or chattels lands or tenements found

whereon to levy

Fees - mileage 45

Service 35

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 14th day of October A.D., 1846. William C. Piper & Philander B. Cole, Admrs &c recovered against Saul Bland

as well as the sum of One Hundred & eight dollars and fifty eight cents for their debt, as the sum of six dollars and sixty eight cents, for their damages as also the sum of $3,72 for their 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 Saul Bland

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 14th day of October A.D., 1846, until paid; also the sum of $ 41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Plaintiffs

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

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House aforesaid, this Second day of December A.D., 184 .

John Cassil Clerk.

Chancery Case File

Case No. 1847-CH-0028

No. 47-CH-28

Union Common Pleas Court.

Jeremiah Beal
Plaintiff,

AGAINST

Moses Beal et al
Defendant.

JUN TERM. 1843

JUN TERM. 1843

DECREE FOR PLAINTF

Journal 4 Page 137

Record No. 5 Page 289

Ex. Doc. Page

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

In Union Com Pleas

Jeremiah Beal

vs

Hiram [illegible] et al

Bill in Chancery

Filed Sept. 20th 1877
John Cassil, Clerk

pltf. decree
for Tilbet

Cost bill made
record

Recorded

Allen Co

pltf. for dem

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

Humbly complaining Your Orator Jeremiah Beal of the County of Union aforesaid, represents and states to your Honors, that on the 8th day of March 1837 one Nicholas Beal, then of the County of Logan but since deceased purchased by an article of agreement for that purpose of the Board of Public works of the State of Ohio, by Leander Ransom their agent, for and on behalf of the State of Ohio, a certain piece or parcel of land situate in the County of Union and State of Ohio, and part of Survey No. described in said article of agreement as follows, "Lot number four of a tract of land lying in Union County which the State obtained from Duncan McArthur as the same is numbered and delineated on a map on record in the office of the Board of Public works containing one hundred ten and a half acres." For a more particular statement reference is hereby made to the said article of agreement, a copy of which is herewith filed and made part of this Bill.

Your Orator further states that on or about the 26th day of February A.D. 1839 the said Nicholas Beal then still living, sold the aforesaid tract of land to your Orator, and for that purpose and having received from your Orator the full amount of the purchase money, the said Nicholas on the day and year last aforesaid executed and delivered to your Orator his penal Bond, conditioned to make to your Orator a good and sufficient General Warranty deed of conveyance for said tract of land as soon as the State, by their agent, should execute a deed for the same to the said Nicholas Beal. For further particulars reference is hereby made to the said penal Bond, a copy of which is herewith filed and made part of this Bill.

Your Orator further states that some time in the year 1843 the said Nicholas Beal departed this life, without having

made any conveyance of said land to your Orator, and without having received a deed for said land from the State, or the proper agent, and without having paid the full amount of the purchase due the State, which he was bound in said article of agreement to pay. That Letters of administration were duly granted by this Court, upon the estate of the said Nicholas, to your Orator, and to one Hiram Beal (whom your Orator prays may be made a defendant to this Bill). That the said estate, and has been, by the said administrators, duly represented insolvent, and that in consequence thereof, the said administrators have taken no measures to have the said real contract of the said Nicholas to your Orator completed. That on the 19th day of July A.D. 1847, there was still due to the State of Ohio, upon the said contract of the said Nicholas the sum of seventy nine dollars and twenty six cents, which sum was paid by your Orator (in his individual capacity) into the State Treasury on the day and year last aforesaid, and a deed for the said land, was refused to your Orator by the proper State Authorities, until this Court should decree the interest of the heirs of the said Nicholas Beal (part of whom are minors) to be in your Orator. That the following persons, together with your Orator are the Children and heirs of the said Nicholas Beal, to wit, Hiram Beal, Sharpless Beal, William Beal, Samuel Kirk and Elizabeth Kirk his wife (who was formerly Elizabeth Beal), Robert Barkdull and Prudence Barkdull (who was formerly Prudence Beal), Rachael Beal, and Sarah Beal and Charles Beal, the last two of whom are minors, and all of whom your Orator prays may be made defendants to this Bill, and all of whom are residents of the County of Union but Sharpless Beal who resides in Fayette County, Pennsylvania.

In tender consideration whereof, and inasmuch as your Orator is remediless upon the Law side of this Court, Your Orator therefore prays that the writ of Subpoena may issue and that the defendants hereto may be compelled to answer

all and singular the premises herein contained, the same, and as fully as if put by specific interrogatories, and that upon the final hearing of this cause, all the equity, right, title, interest and claim of each and every of the defendants, in and to the said tract of land may be decreed to your Orator, to enable him to procure to himself a deed for said land, from the State of Ohio, and such other and further relief, as to your Honors may seem just and equitable, and as in duty bound your Orator will ever pray &c.

By Allison & Curry His Solts

The Clerk will issue subpoenas to the above defendants to Sheriff of Union County.

September 20th 1847 Allison & Curry Solts for Compt.

Also to Sheriff of Delaware Co for Robert Barkdull & Prudence Barkdull Allison & Curry Solts for Compt

April 24th 1848

(Copy)

The ballance of the purchase money for the within land being $79.26 cts has been paid this day as per duplicate receipts of Treasr

July 19th 1847

J. Woods. Audr

(Copy)

(A)

(Copy)

This article of agreement made and concluded this Eighth day of March 1837, by and between Nicholas Beal of Logan County of the first part, and the Board of Public Works of the State of Ohio, by Leander Ransom, their agent appointed pursuant to an act of the General Assembly of the State of Ohio, Entitled "An Act to provide for the increase of the Canal fund by the purchase and sale of real estate" for and on behalf of the State of Ohio, witnesseth: That the said Beal agrees to purchase of the State of Ohio, Lot number four of a tract of land lying in Union County, which the State obtained from Duncan McArthur, as the same is numbered and delineated on a map on record in the Office of the Board of Public Works containing one hundred ten and a half acres. And to pay to said Ransom or his successor in Office the sum of Two hundred seventy six dollars twenty five cents in the following manner, Viz. One third at this time, One third in one year from this time and the other third in two years from this time with interest to be paid annually. And the said Beal agrees to pay all taxes that may be imposed on said land after this time. In consideration of the above sums of money and the interest thereon, together with the taxes on said land, being punctually paid at the times when they shall become due; the said Board by their agent aforesaid, for and on behalf of the State of Ohio agrees to sell said lot of land as aforesaid to the said Beal, and to forward a certified plat and survey thereof to the Executive of the State of Ohio, with a certificate that payment has been made in full, which will entitle the said Beal to a warrantee deed in fee simple of said Lot in the name of the State of Ohio, to be signed by the Governor and countersigned by the Secretary of State.

In testimony whereof the parties have signed and sealed this agreement the day & year first written

In presence of
Geo Rigler

Nicholas Beal (Seal)
Leander Ransom Actg Comr (Seal)
and Agent of the Board

(Copy)
(B)

(Copy)

Know all men by these presents, that I, Nicholas Beal of the County of Union and State of Ohio stand held and firmly bound unto Jeremiah Beal of the County and State aforesaid in the penal sum of One thousand Dollars good and lawful money of the State aforesaid, For the true payment of which I do bind myself, my heirs, Executors and administrators firmly by these presents Sealed with my seal and dated this twenty sixth day of February eighteen hundred and thirty nine.

Now the condition of the above obligation is as follows if the above bound Nicholas Beal shall well execute and deliver unto the said Jeremiah Beal a good and sufficient general warantee deed of Conveyance for a certain tract of land being lot No 4 and being part of the same lands that the State of Ohio obtained of Duncan McArthur situate in Union County and lying on the waters of Mokes Creek which deed is to be executed as soon as the State by their agent Leander Ransom will execute a deed to the said Nicholas Beal as he stands bound in an article of agreement then the obligation to be void and of no effect otherwise to stand and be in full force and virtue in Law.

Attest
William Beal

Nicholas Beal (Seal)

Union Com Pleas

Jeremiah Beal
vs
Hiram Beal et al

Suit in Chy

Filed April 25 1848
John Caple, Clerk

April 25th 1848 personally served
on the within named Hiram Beal
with true copy of this writ

Fees Mil — 10
Serv — 55
Copies — 30
1.95

Silas Stokes
S.U.P.C.

Filed April 25 1848
John Caple, Clerk

The State of Ohio, Union County, ss.

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

We command you, that you summon Robert Barkdull, and Prudence Barkdull,

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 et al by Jeremiah Beal,

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 24th day of April A. D, 1848

John Cassil Clerk of Com. Pleas.

Union Com. Pleas

Jeremiah Beal
vs
Hiram Beal et als

Fees= Service $1.55
Copies .87½
Mileage .80
3.22½
Philip Snider Sheriff

Filed Sept 22 1847
John Cassil Clk

Served this writ by delivering a certified copy of this writ to the within named William Beal, Curtis Beal, and Hiram Beal on the 20th day of Sept. 1847 and upon Samuel Kirk, Elizabeth Kirk, and Rachel Beal by copies on the 21st day of September 1847 and upon Sariah Beal by certified copy on the 22nd day of Sept. 1847
the remainder of defendants not found
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 Hiram Beal, Sharpless Beal, William Beal, Samuel Kirk & Elisabeth Kirk, his wife, Robert Barkdull & Prudence Barkdull, his wife, Rachel Beal, Isaiah Beal and Curtis Beal

to appear before the Judges of our Court of Common Pleas, at the Court House, on the fifth day of October next ensuing, to answer a Bill in Chancery, exhibited against them by Jeremiah Beal

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

Witness John Cassil, Clerk of our said Court, at the court house, this 20th day of Sept.

A. D, 1847

John Cassil Clerk of Com. Pleas.

In Union Com Pleas

Sharpless Beal

adv

Jeremiah Beal

Answer

Filed Feb. 16th 1848

John Cassil Clerk

The Separate Answer of Sharpless Beal to the Bill of Jeremiah Beal exhibited against himself and others defendants in the Court of Common Pleas of Marion County Ohio. Filed Sept 20th 1847.

The said Sharpless Beal now comes in his own proper person and waives the issueing and service of process against him, or publication of the pendancy and prayer of said Bill &c. and for answer to the said Bill of the said Jeremiah Beal states, that the matters and things therein set forth are true as he verily beleives, and he consents that a decree may be taken by the said Jeremiah as prayed for in said Bill, at the next, or any subsequent term of this Court, and having thus fully answered he prays to be hence dismissed ~~without being held~~ accountable for any costs &c. in the above case

Dated February 9th 1848 Sharpless Beal

In Union Com Pleas

Richard Beal et al
vs
Jeremiah Beal

Answer of Guardian
Ad Litem

Filed Jun 29, 1848
John Cassil clk

The Joint Answer of Rachael Beal and Isaiah Beal infant defendants to the Bill of Jeremiah Beal Complainant:

by J. C. Doughty their Guardian ad Litem

And the said Rachael Beal and Isaiah Beal by J. C. Doughty their Guardian ad Litem now come and for answer to the said Bill of the said Jeremiah Beal say that they know nothing of the matters and things charged in said Bill and pray to be hence dismissed with their costs &c

Rachael Beal

Isaiah Beal

By J. C. Doughty their Guardian ad Litem

No. 47-CH-29

Union Common Pleas Court.

Thomas Owen & Wife
Plaintiff,

AGAINST

John M Cauley
Defendant.

APR TERM. 1843

JUD'G VS PLAINT'F

Dismissed

Journal 4 Page 111

Record No. No Record. Page

Ex. Doc. Page

reasonable dower in said premises may be assigned to your Petitioners, and that they may have such other and further relief in the premises as shall seem equitable.

By Allison & Curry their Solrs.

The Clerk will issue subpoenas to John McCauley, Nancy McCauley & Melinda McCauley defendants above.

Sept 27th 1847

Allison & Curry Solrs.

In Union Com Pleas

Thomas Owen & wife

vs

John McCauley et al

Petition for dower

Filed Sept. 27, 1847

John Cooper Cl. Cont.

Court will hear

No. Record

Allison & Curry

Rec. for Confirmation of Charles G. & S. Curry

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

Thomas Owen and Ellen Owen (formerly Ellen Mc Cauley) of the County of Union, Ohio, represent, that John Mc Cauley late of said County, departed this life on or about the 28th day of May A.D. 1842 leaving your Petitioner Ellen Owen ~~his widow~~ (then Ellen Mc Cauley) his widow, and John Mc Cauley, Nancy Mc Cauley, and Melinda Mc Cauley his heirs at law and legal representatives. The said heirs are all minors.

Your Petitioners further represent that since the said decease of the said John, your petitioners have intermarried. That the said John Mc Cauley deceased during coverture with your petitioner Ellen, was seized, as an estate of inheritance, of the following real estate, situate in Mill creek township, in the County of Union, and State of Ohio, being and known as the East part of Lot No. 6, of Survey No. 3006 Virginia Military District, adjoining the lands of Isaac Anderson & others. Beginning at two sugars and an ash being the N. E. corner of said Survey - thence S. 7¾°. E. 56 poles to a beech the N. E. corner of said Andersons land. - thence with said Anderson's land S. 80°. W. 112⅜ poles to a stake, the S. E. corner of Wm Mc Cauleys land thence N. 7¾°. W. 56 poles, to a stake the N. E. corner of said Wm Mc Cauleys land. thence N. 80°. E. 112⅜ poles to the begining containing thirty nine acres and fifty two and one half poles more or less, in which your petitioners are entitled to dower, as the dower estate of your Petitioner Ellen, and that in consequence of the said heirs being minors, the said dower cannot be assigned without the aid of this Court.

Your Petitioners therefore pray that said John Mc Cauley, Nancy Mc Cauley and Melinda Mc Cauley may be made defendants to this petition, that a Guardian ad Litem may be appointed, who may answer the same, and that

Union Common Pleas

Thomas Owen & Wife
vs
John McCauley et als

Filed Oct 15th 1867
John Carrie Clk

Served October 1st 1867 by delivering a certified copy of this writ to each one of the within named defendants,

Fees - mileage 50
Service 75
copies 37½ = 1.62½

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 John McCaully, Nancy McCaully & Melinda McCaully

to appear before the Judges of our Court of Common Pleas, at the Court House, on the fifth day of October next ensuing, to answer a Petition in Chancery, exhibited against them by Thomas Dunn & Wife

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 27 day of Sept.

A. D, 1847

John Cassil Clerk of Com. Pleas.

Chancery Case File

Case No. 1847-CH-0030

No. 47-CH-30

Union Common Pleas Court.

Nabby Sheldon admr.
Plaintiff,

AGAINST

Archibald Drury et al
Defendant.

MAY TERM, 1850

DECREE FOR PLAINTF

Journal 4 Page 309

Record No. 5 Page 577

Ex. Doc. Page

Nabby Sheldon Admx
vs
Archibald S. Irwin et als

Cost Bill made
Record

Recorded

for ch. of dow & exh. return pertinents

C. 27.25

In Common Pleas

Nabby Sheldon Allison

vs

Archibald Brownson

Pet to Sell

Filed Oct. 9th 1847
John Capel Clerk

order for assignment of dower & exh. returnable pertinents. Commissioners

Recorded

Allison & Curry

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

Your petitioner Nathy Sheldon, administratrix of the estate of Eli Sheldon, deceased, respectfully represents, That the total value of the personal estate and effects of said decedent, is, as near as can be ascertained, One hundred and ninety three dollars and twenty three cents, which will more fully appear by the certificate of the Clerk of this Court, herewith filed Marked (A) which has been and is wholly absorbed in the payment of the debt of the deceased and in the support of the family under the order of the Appraisers. That the amount of debts owing by the deceased, as nearly as can be now ascertained and which still remain unpaid, amount to Six hundred dollars, and the amount of the charges of administration to dollars. The personal estate and effects are insufficient to pay said debts.

The said decedent died seized in fee simple of the following real estate, situate in the County of Union and State of Ohio, and bounded and described as follows, being that part of Survey No. 5502 entered and surveyed in the name of Robert Means contained in the following boundaries to wit, beginning at a sugar tree and hickory in the North line thence with the line of Goucher & Irwin South 16° 25'. E. 252 poles to the Delaware road and corner to said Goucher and Irwin, thence with another of their lines N. 63° E. about 50 poles to a small white oak tree corner to a lot conveyed to Stanley Sawner - thence South 15°. E. 109½ poles to a small sugar tree - thence South 80°. W. about 150 poles to 2 large Hickorys - thence N. 11° 25'. W. 347 poles to a stake in the north line of said Survey and corner to Alvin Wilcox land - thence N. 80. E about 90 poles to the begining containing two hundred and fifty acres

more or less.

That said decedent died seized of one other tract or parcel of land, for which he had an equitable title that ~~one~~ Silas G Strong holds the legal title to the same, that there is still due to said Strong, from the decedent, upon the purchase money about seventy five or eighty dollars, ~~said~~ last mentioned tract of land is described as follows, situate in the County of Union and State of Ohio, being part of Survey No. 8502 - begining at the South west corner of Hanby Tanners land - thence with his south line, to the south east corner of said Tanner in the original east line of said Survey thence with said original line South 16 E. poles to a sugar tree and bounded the original South East corner of said Survey, thence with the south original line of said Survey, so far, that a line drawn parralel with the said ~~Tanners~~ Tanners South line and westwardly from the place of begining will include 95 acres.

That said decedent died, leaving your petitioner his widow, who is entitled to dower in said premises,

The following persons are the heirs having the next estate of inheritance in the premises above described, from the decedent, namely, Nancy Elizabeth Irwin, who has intermarried with Archibald Irwin, Mary Ann Shelton, - Elce Maria Shelton, - Martha Almira Shelton, - Margaret Jane Shelton, & Orpha L Shelton, the last five of whom are minors,

Your petitioner prays that the said persons above mentioned and described, having the next estate of inheritance in said premises, from said decedent, ~~be made~~ parties defendants to this petition; that the dower of your petitioner in said premises may be set off, and that your petitioner may be ordered to sell said real estate, or so much thereof as may

be necessary for the payment of the debts of the estate, &c, and such other relief &c.

By Allison & Curry Solrs for Petr.

The Clerk will issue subpoena to Archibald Irwin, Nancy E. Irwin, Mary Ann Shelden, Elcee M. Shelden, Martha A Shelden, Margaret D Shelden & Orpha L Shelden -

Allison & Curry Solrs for Pet.

Oct 9th 1847

the probable ballance of claims due from said estate and appraise the same free of dower, and report herein forthwith,

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 foregoing is truly copied from the Journal of said Court at their April Term A.D. 1848

In testimony whereof I hereunto subscribe my name and affix the seal of said Court at the Court House in Marysville this 27th day of April A.D. 1848

John Cassil clerk

Union Com Pleas
Nathy Sheldon Admx
vs
Archibald Brown Admr

Filed April 29. 1848
John Cassil Clk

Nabby Sheldon Admrx &c
vs
Archibald Irwin et als

} D. N. to Sell.

An motion to the Court by Messrs. Allison & Henry, Counsel for the Petitioner. It is ordered that the said Nabby Sheldon be endowed of one full equal third Part of the following real estate in the petition mentioned to wit, Situate in the County of Union Ohio, and bounded and described as follows being that part of Survey No. 5502, entered and surveyed in the name of Robert Means, Contained in the following boundaries to wit, begining at a sugar tree and hickory in the ~~south~~ north line thence with the line of Goucher & Irwin South 16.° 25.' E 252 poles to the Delaware road and Corner to said Goucher and Irwin, thence with another of their lines N. 63. E about 50 poles to a small white oak tree, Corner to a lot conveyed to Hawley Tanner thence South 15.° E 109½ poles to a small sugar tree thence South 50.° W about 150 poles to 2 large hickories thence N 11.° 25.' W 347. poles to a stake in the north line of said survey and corner to Alvin Wilcox land, thence N. 80. E about 90 poles to the begining Containing two hundred and fifty acres more or less. Also one other tract or parcel of land situate in said County of Union Ohio, and bounded and described as follows to wit, being part of Survey No. 5502 begining at the south west Corner of Hawley Tanners land thence with his south line, to the south east corner of said Tanner in the original last line of said survey, thence with said original line South 16.° E poles to a sugar tree and ironwood the original south east corner of said survey, thence with the south original line of said survey, so far that a line drawn parralel with the said Tanners south line and westwardly from the place of begining will include 95. acres, and It is further ordered that William B Irwin William M. Robinson, and James Turner, being first duly sworn, do upon actual view of the premises, set off and assign the said dower to the said Nabby Sheldon, and make return of such assignment, and also run off from the ballance so much as will secure by sale seven hundred dollars

Union Common Pleas

Nably Sheldon
Administratrix &c
vs
Archibald Irwin &
wife et als

Sub. to Chancery

Filed Oct. 9th 1847
John Cassil, Clerk

Recorded

Served this writ by certified copies
October 9th 1847
Fees-mileage 30
Service 1.55
Copies 87½
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 Archibald Irwin, Nancy E. Irwin - Mary Ann Sheldon, Elce M. Sheldon Martha A. Sheldon, Margaret S. Sheldon & Orpha L. Sheldon

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 Nabby Sheldon Administratrix of the estate of Eli Sheldon Decd

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

Witness John Cassil, Clerk of our said Court, at the court house, this ninth day of October A. D, 1847

John Cassil Clerk of Com. Pleas.

Notice by Shelton
& Denton
vs
A. S. Irwin et al

Proof of Publication

Filed May 30, 1850
L Kirkpatrick Clk

SALE of Real Estate by order of Court.—On the 30th day of May, A. D., 1850, at 1 o'clock, P. M., at the door of the Court house in the town of Marysville, will be sold to the highest bidder, the following Real Estate, as the property of Eli Sheldon, deceased, to wit: Situate in the County of Union, Ohio, being part of Survey No. 5502, and bounded and described as follows: Beginning in the road at the N. W. corner of Thomas Sheldon's land, in the west line of the survey; thence running with said survey line N 11d. 25m. W. 304 poles to a stake in the N. line of the survey; thence N. 80 E. 90 poles to a sugar and hickory; thence south 16 25m. E 111 poles to a stone N. E. corner to the Dower Lot; thence with another of her lines S. 16 28m. E. 151½ poles to a stake in the centre of the road; thence with said road S. 57 W. 60 poles to the beginning, containing 127 acres. Appraised at $9,00 per acre. Terms of sale: one-half cash in hand, and the balance in one year from the day of sale; with interest to be secured by mortgage on the premises.

NABBY SHELDON,
Adm'x of Eli Sheldon, dec'd.
ALLISON & CURRY,
Attorneys.

May 1, 1850. n33w5pf,$3,75.

Printer's Fee
$3,75

The State of Ohio, Union County,
I, David W. English, Printer,
do make solemn oath that
a notice, of which the annexed
is a true copy, was published
for four weeks successively
immediately after the 1st
day of ~~April~~ May 1850 in the
Marysville Tribune, a
newspaper of general circu-
lation in the County of Union
where said lands are situate

David W. English

Sworn to and subscribed
in open Court this 30th day
of May 1850
Ja Kirkpatrick p. c. M.C.

In Union Com Pleas

Nabby Sheldon
Admtrx of Eli Sheldon
decd —
vs
Archibald Bowie
et als

Report of Sale

Filed May 30. 1850
H Kennedy for AR

Recorded

Nabby Sheldon, Adm^x of Eli Sheldon, deced
vs
Archibald S Irwin et als

Union County, Common Pleas.
Petition to sell land.

In pursuance of an order of sale made at the April Term 1848 of said Court, I gave notice of sale in due form of law, and at the time and place mentioned in said notices ~~of the said~~ sale to wit, at the door of the Court House in the Town of Marysville on the 30th day of May A.D. 1850 at 10 Clock P.M. I offered said property at public vendue, and William S Jenkins having bid therefor six dollars per acre and he being the higest 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 $3.75
" " of Former notice 3.75
Above to C.S. Hamilton -

Nabby Sheldon
Administratrix of
Eli Sheldon deceased.

Fees on former offers
To P. B. Cole $5.50

Filed April 29. 1868
John Cassil Clk

Recorded

In obedience to an order from the Court of Common pleas for the County of Union State of Ohio in which the under signed were appointed Commissioners to set of Dower to Nancy Sheldon and to appraise land would report that after being Duly Sworn as the Law directs an actual view of the premises was set of to the Sd Nancy Sheldon as her dower in Sd premises a lot of fifty two acres bounded as follows be ginning at a stake in the Center of the Delaware state Road then Running with Sd Road N 57. E. 60 poles to a stone then N. 16 deg W. 15 1/2 poles to a stone witness 8 chestnuts ash Horn Beam & Reed oak then South 57. W. 60 poles to a stake Witness 2 dog woods Elm. and Hick then South 16 deg East 15 1/2 poles to the be ginning being lot No. 1. on the accompanying plat

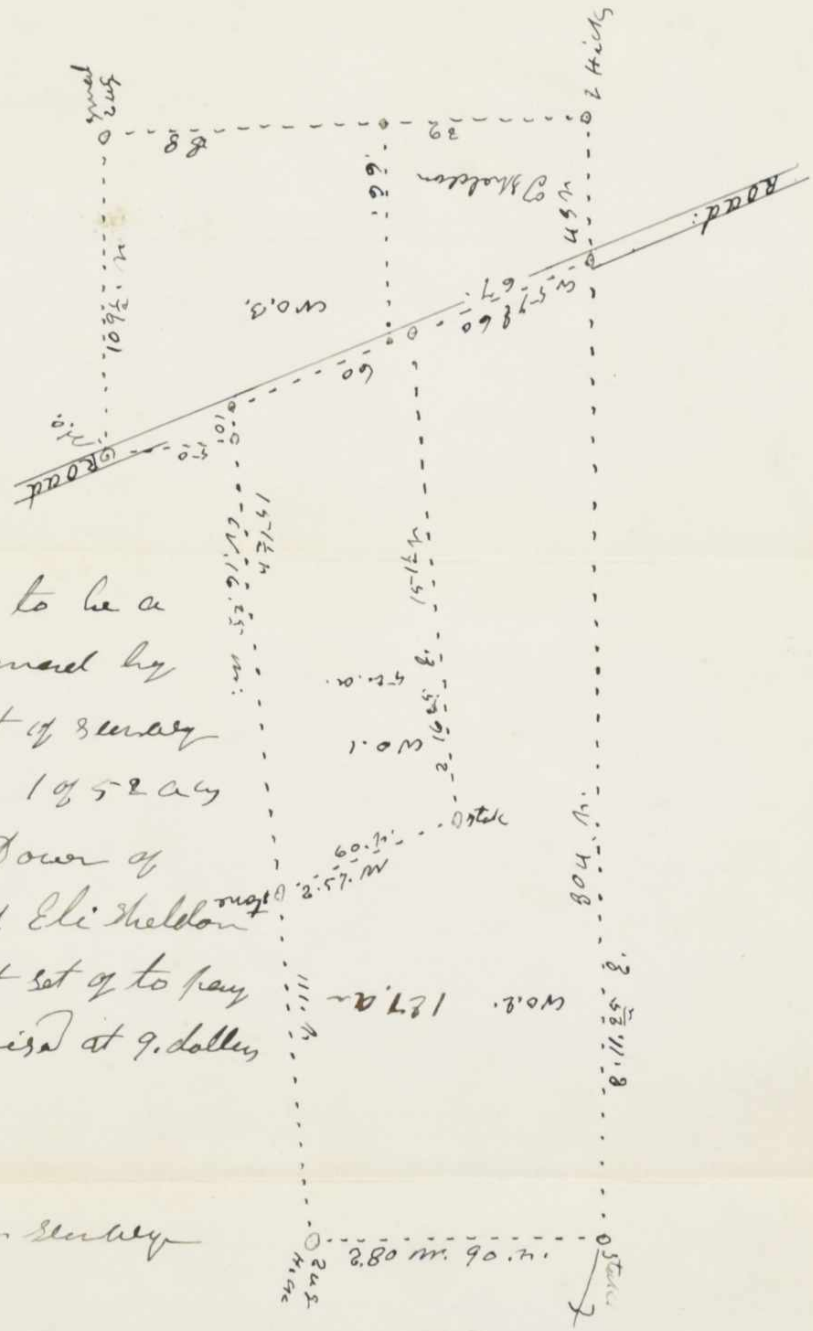
also lot No 2 to pay the Debts of the Estate of the Sd Eli Sheldon as follows be ginning in the Road at the N. W. Corner of Thomas Sheldons land in the west line of the survey from there Running with Sd line North 11 deg W. 324 poles to a stake in the North line of the survey then N. 80. E. 90 poles to sus & hickory then South 16 deg East 111 poles to a stone N. E. Corner the Lot No. 1. then. S. 57. W. 60 poles to a stake N. W. Corner to the Dower then with the dower line S. 16 deg East 15 1/2 poles to a stake in the Center of the Road S. W. Corner to the Dower then with the Road. S. 57. W. 60 poles to the be ginning Con taining one hundred and twenty seven acres which we appraise to be Worth nine dollars per acre both the above Lots being part of survey No 5502 for a particular view Reference is made to the accompanying plat.

William B. Irwin
Wm J W Robinson
James Turner

Fees
James Turner one day Comm & carrying chain $ 1.75
Wm M. Robinson " " " " 1.75
Wm. B Irwin Surveying 2.00
$5.50

Filed April 29, 1878
John Currie Clk

Recorded



I here by Certify this to be a Correct plat of a Survey maid by order of Court on part of Survey No. 5502 and lot No 1 of 52 acs is that part set of as the Dower of Nabby Sheldon Widow of Eli Sheldon decd Lot No. 2. is that part set of to pay the debts of sd Sheldon apprisd at 9. dollars per acre

Aprile 28th 1848

William B Moore Surveyor
U.C.O.

Chancery Case File

Case No. 1847-CH-0031

No. 47-CH-31

Union Common Pleas Court.

John Orr et al
Plaintiff,

AGAINST

Leander McKinney et al
Defendant.

APR TERM. 1848

DECREE FOR PLAINTF

Journal 4 Page 107

Record No. 5 Page 221

Ex. Doc. Page

Filed in confirmation of Election
no proof of keeping of the ~~[illegible]~~ value of the lands

Union Common Pleas

John Orr, et als.
vs. } Partition
Leander McKinney et als.

Petition

Filed Oct 9th 1861
John Cassil, Clerk

Cost bill made
Record

Recorded

Allison & Curry
Sols.

If each of said parties in interest set off in severalty, a share of the same cannot be done without material injury, that there are other proceedings may be had in the premises as are authorized by law.

By Allison & Curry
their attorneys.

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

Your petitioners John Orr, and Sylva Orr his wife of Wells County, Indiana, and Nathan Toby of Allen County, Indiana, (the said John Orr acting herein for himself & Wife, and also in the capacity of Guardian of the said Nathan who is a minor,) represent that they have a legal right to, and are seized in fee simple as follows: said John Orr and Sylva his wife of one undivided fourth part and the said Nathan Orr of one undivided fourth part of the following real estate situate in Union County in the State of Ohio, part of Surveys No. 3462, & 12472. Beginning at a black oak & elm, south east corner to Israel Lockwood's land; thence with his line N. 7.30 E. 144 poles to a water Beach and two Ironwoods; thence N. 36 W. 22 poles to two Sycamores; thence N. 15 E 7 poles to a buckeye; thence N. 9 E. 53 poles; thence S. 83 E. 70 poles & 15 links; thence S. 8 W. 84 poles to a stake on the margin of the road; thence with said road N. 83 W. 30 poles and 6 links to a stake; thence S. 7½ W. 138 poles to a stake witness a beech & thence N. 83 W. 25 poles and 15 links to the beginning, containing fifty seven & one half acres more or less.

And your petitioner further represents, that Leander McKinney and Elzina McKinney his wife and Herman Toby, a minor, (and for whom said Leander is Guardian) are tenants in common with your petitioner, being entitled in the following proportions, to wit, the said Leander McKinney and Elzina his wife to one undivided fourth part thereof, and the said Herman Toby to one undivided fourth part thereof; the said Leander McKinney and Elzina his wife, and the said Herman Toby all reside in Grant County, Indiana.

Your petitioner therefore prays that partition of said lands may be made, and the shares

Filed No 4 1847
John Cassil clk

John Orr et als
vs
Leander McKinney et als

Partition. In Court of Com. Pleas of Union County.

We the commissioners appointed in this cause, to make partition of the following real estate, to wit, situate in Union County, Ohio part of Survey Nos 3462 & 12472 begining at a blackash & elm South east corner to Israel Lockwood's land, thence with his line N. 7. 30. E 144 poles to a water beech & two ~~[illegible]~~ iron woods, thence N 36. W. 22 poles to two sugartrees; thence N. 15. E. 7 poles to a buckeye thence N. 9. E. 53 poles: thence S 83 E 70 poles & 15 links; thence S. 8. W. 84 poles to a stake on the margin of the road thence with said road N. 83. W. 30 poles and 6 links to a stake: thence S. 7½ W. 138 poles to a stake witness a beech, & thence N. 83. W. 25 poles and 15 links to the begining containing fifty seven & one half acres more or less, - between John Orr and Sylvia his wife: Nathan Toby, Leander McKinney and Elgina his wife, - and Hiram Toby, and having been duly sworn, upon actual view of the premises, we are of the opinion, that said lands cannot be divided without manifest injury to the same, and thereupon we do estimate the value thereof, at Five hundred and thirty five dollars.

Given under our hands this first day of November A. D. 1847.

James E. Carroll
Thomas Towne
Joshua Marshall

Fees — Each 1 day — $1.00 — 3
$3.00

John Orr et al
vs
Leander McNutt et al

Writ of Partition

Filed Nov 4th 1847
John Cassidy Clerk

November first 1847 I executed this writ by the oaths of the within named James E. Harriott Joshua Marshal and Thomas Turner

Fees mileage 10 miles 50 cts
Service $1.00

Philip Snider Sheriff

The State of Ohio Union County ss

To the Sheriff of Said County Greeting;

We command you, that without delay, by the Oaths of James & Harriet Joshua Marshall and Thomas Turner, you Cause Partition to be made of the following real estate to wit, Situate in Union County this part of Surveys No. 3462 & 12472. beginning at a Black ash & elm South east Corner to Israel Lockwoods land thence with his line N 7. 30 E 144 poles to a Water Beach and two Ironwoods thence N 36. W 22. poles to two Sugartrees; thence N 15 E 7 poles to a buckeye. thence N 9. E 53 poles; thence S 83 E. 70 poles & 15 links; thence S 8 W. 84 poles to a stake on the margin of the road thence with said road N 83 W 30 poles and 6 links to a stake thence S 7½. W 138 poles to a stake witness a beech & thence N 83 W. 25 poles and 15 links to the beginning Containing fifty seven & one half acres more or less, Among the following persons and in the following proportions to wit, to John Orr and Sylva his wife Jointly one equal fourth part. to Nathan Toby one equal fourth part to Seander M'Kinney and Elzina his wife Jointly one equal fourth part. and to Heman Toby one equal fourth part. and ~~that~~ your proceedings in the premises, you distinctly certify, Under your hand, to our Court of Common Pleas within and for the Said County of Union together with this writ,

Witness John Cassil Clerk of Said Court at the Court House in Marysville this 19th day of October A D 1847

John Cassil Clerk

Union Common Pleas

John Orr et als
vs. } Partition
Sander McInnes et als

Answer.

Filed Oct 9th 1874
John Capsel, Clerk

The joint answer of Leander McKinney and Elgina McKinney his wife to the petition for partition of lots against them and Herman Toby, by John Orr & Sylvia Orr his wife and Nathan Toby petitioners, in the Court of Common Pleas of Union County, Ohio.

The said Leander McKinney and Elgina McKinney his wife now come and for answer to the said petition say that they admit the allegations of said bill as to the title of said petitioners and of these defendants in said premises to be true; and they hereby waive process and service thereof and enter their appearance in this cause; and they do hereby consent that the prayer of said petition may be granted and that said partition may be made, or if the same cannot be done without manifest injury that then the said premises may be sold, according to the statute in such case provided.

Leander McKinney
Elgina McKinney

Union Com. Pleas.

John Orr et al
vs. } Partition
Leander McKinney et al.

Answer.

Filed Oct. 9th 1847
John Cassil, Clerk

The separate Answer of Leander McKinney Guardian of Herman Zobs, to the petition for partition exhibited against said Herman and others, by John Orr and Sylva Orr his wife and Nathan Zoby, petitioners, in the Court of Common Pleas of Union County, Ohio.

The said Leander McKinney in behalf of his said ward now comes and for answer to the said petition says that he admits the allegations of said petition as to the title of said petitioners and defendants in said premises to be true; and he hereby waives process and service thereof and enters his appearance in this cause; and he does hereby consent that the prayer of said petition may be granted, and that said partition may be made, or if the same cannot be done without manifest injury, that then the said premises may be sold according to the statute in such case provided.

Leander McKinney guardian of Herman Zobey.

No. 48-CH-1

Union Common as Court.

Joshua Spain
Plaintiff,

AGAINST

Orville Spain et al.
Defendant.

Jun JUN
APR TERM. 1843
JUN

DECREE FOR PLAINTIF

Journal 4 Page 1 28 32

Record No. 5 Page 258

Ex. Doc. Page

Union Common Pleas

Joshua Spain
vs
Orville F. Spain
et als

57—
Order for
sale of partn

Filed Jan. 17th 1848
Joseph Cogsil, Clerk

P. B. Cole appointed
Guardian ad litem on
pm file

Order for partition
return all to next Term

Cost bill made
Record

Recorded

To the honorable the judges of the Court of Common Pleas within & for the County of Union your petitioner Joshua Spain represents that he has a legal title & seized in Fee simple of one undivided ninth part of the following real estate situated in Union County & described as follows Saint Louis hundred & thirty eight acres beginning at a Buck Wickory & Sugar Tree in ottaway survey No. 4812 entered in the name of & patented to Benjamin Raisen & Company by said Boisseau to William Anderson on the 2d day of November A D 1843 on the Waters of Darby Creek at the southwestly corner of the original survey thence with the original line N 53° East 540 poles to a Buck Sugar tree & ash Northwesterly original corner to said survey thence with another original line of said survey South 37° East 112 poles to a Sugar tree and an Elm thence South 53° West 540 poles to two Sugar trees & an ash in the Westerly original line of said survey & Easterly original line of Lenard Forbes survey No. 2981 thence with said original line of said survey N. 37° West 112 poles to the beginning containing ~~2~~ 1 hundred & thirty eight acres be the same more or less - and your petitioner further represents that the following persons are tenants in common with him in said land & premises & are respectively entitled to the following parts of said land. Orville F. Spain of the State of Indiana one equal ninth part Thomas Anderson who is a minor & son & heir of Martha Anderson late Martha Spain one ninth part Emeline Miller late Emeline Spain & Nelson Miller her husband one ninth part Lucinda Miller late Lucinda Spain & Samuel Miller her husband one ninth part Marietta Rawson late Marietta Spain & Joseph Rawson her husband one ninth part Eli Spain & Ephraim Spain who are minors each one ninth part & Amelia Spain & David Spain who are minors each one eighteenth part - That all of said heirs & tenants in common except Orville F. Spain reside in Champaign County your petitioner therefore prays that partition of said tract of 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

M B & J Connum Attys for Petitioner

Thomas Ruddock
others
as
Joshua Spare

Answer of
Guardian and
Return

Filed April 25. 1848
John Carrick Clk

Thomas Andrew & Eli Spain
Ephraim Spain Ann Maria
Spain & Daniel Spain
ads
Joshua Spain

} Answer in partition

And the said Thomas Andrew & Eli Spain Ephraim Spain Ann Maria Spain & Daniel Spain infant Defendants to the petition filed in this Cause by P B Cole their Guardian ad Litem Came & enters the appearance of said infant Defendants & for answer to said petition says says that that by reason of the tender years of said infant Defendants he is unable to make full answer to said petition but prays the Court to protect & preserve the Interest interests of said minor Defendants —

P B Cole
Guardian ad Litem

Spain
vs
Spain } Partition

Proof Pub.

Filed April 25th 1838
John Cassel
Clerk

The State of Ohio, Union Co., ss.

JOSHUA SPAIN, vs. Orville T. Spain, Thomas Audus, Emeline Melice, Nelson Melice, Lucinda Melice, Samuel Melice, Marietta Bawsen, Joseph Bawsen, Eli Spain, Ephraim Spain, Ann Maria Spain, and David Spain.	PETITION FOR PARTITION.

Be it remembered that on this 13th day of January, A.D., 1848, the above named Petitioner, Joshua Spain, filed in the Clerk's Office of the Court of Common Pleas his petition against the said Defendents above named, stating that he is the owner in fee simple to the one-ninth part of the following described tract of land lying in Union co. and described as follows to wit: Beginning at a beech, hickory and sugartree in Military Survey No. 4812, entered in the name of and patented to Benjamin Bawsen, and conveyed by said Bawsen to William Audus on the 2nd day of November, A.D, 1843, on the waters of Darbycreek at the Southerly corner of the original survey; thence with the original line N 53 degs. East 340 poles to a beech, sugartree and ash in the westerly corner of said survey; thence with another original line of said survey south 37 degs E 112 poles to a suga tree and elm; thence South 53 West 310 poles to two sugartrees and an ash in the westerly original line of said survey, and Easterly original line of Andrew Tarborn's survey No. 2981, thence with said original line of said survey N 37 West 112 poles to the beginning, containing two hundred and thirty-eight acres, be the same more or less. Notice is therefore hereby given to said Defendents that at the next Term of said Court, application will be made by the said Joshua Spain for an order that partition may be made of said premises.

Attest: JOHN CASSIL, Clerk.

M. B. & I. CORWIN, Att's for Pet.

Jan. 15, 1848 n35w6

Joshua Spain vs O. T. Spain et. al,

In Partition

State of Ohio Union Co. ss

P B Cole Editor of the Argus a 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 6 Consecutive weeks commencing January 15 1848

P B Cole

Sworn to & subscribed before me April 24 1848

John Cassil, Clerk

Printers fee $5.50.

Union County

Joshua Spain
by
Orville J. Spain

Writ of Partition

Filed April 26th 1898
John Cassidy clk

I have executed this writ by the return of the within named parties William M. Spain, Oliver and Lance Spain by reading which is here with filed April 27. 1898

fees = mileage 35
service 1.00

Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County Greeting.

We command you that without delay, By the oaths of James Stillings, William B. Strain and James Wilber, You cause partition to be made of the following Real Estate Situate in the County of Union Ohio. and bounded and described as follows to wit. two hundred & thirty eight acres beginning at a Beech hickory & sugartree in Military Survey No. 4812 entered in the name of & patented to Benjamine Baisen & convey by said Baisen to William Andas at the 2d day of November AD 1843 on the waters of Darby Creek at the Southerly Corner of the Original Survey, thence with the Original line N 53. degs East 340 poles to a beech. sugartree and ash in the westerly Corner of said Survey, thence with another Original line of said Survey South 37. degs. & 112 poles to a sugartree and elm thence South 53 West 340 poles to two sugartrees and an ash in the Westerly Corner Original line of said Survey, and Easterly Original line of Andrew Sarbound's Survey No. 2981 thence with said Original line of said Survey N 37. West 112 poles to the begining. Containing a balance of two hundred & thirty eight acres. be the same more or less, to the following persons and in the following proportions. to wit, to the said Joshua Spain. one ninth part to Orvella J. Spain. one ninth part. to Thomas Andas. One ninth part to Nelson Milice. and Eneline his wife one ninth part to Samuel Milice & Lucinda his wife. One ninth part to Joseph Baronice & Manetta his wife one ninth part. to Eli Spain & Ephraim Spain. One ninth part to Ann Mariah Spain & David Spain. One eighteenth part. And that your proceedings in the premises you distinctly Certify under your hand to our Court of Common Pleas within and for the said County of Union, together with this writ forthwith.

Witness John Cassil. clerk of said Court at the Court House in Marysville this 26th day of April AD 1848

John Cassil clerk

Appraisers
Re Paul

Filed April 27. 1848
John Cassil Clk

In Com Pleas with the order of a writ of partition from the Court of Common Pleas for the County of Union State of Ohio in which we the under signed were appointed to make partition in the Allegany of and hundred and thirty Eight acres of Survey No 4818 for the Heirs of Stephen Spain would Report that after being sworn by the Sheriff of the County on actual view of the premises we leave that said land is not susceptible of a fair partition and do Appraise said land to be worth five dollars per acre as witness our hands

April 27th 1848.

Fees one dollar Each

James Stilling

James Wisher

William B. Irwin

June 26th 1848

Mr. Corwin,

I am informed that the Court for Union County commenced its Session to morrow in Dallasville, and it was my intention to have attended as the Guardian of Ephraim Spain one of the minor heirs of Stephen Spain deceased to have effected the purchase by Election of 138 acres of Land owned by said Stephen Spain deceased, at the time of his death, being part of Military survey No. 4812. in the name of Benj. Blaisdell, and conveyed by William Sudds to said Stephen Spain Deceased,

But owing to an Extreme case of affliction in my family, I cant get the consent of my mind to leave unless it must be so, I however send Ephraim Spain my Ward, for whose benefit the pur is to be made with William Sudds. hoping that by the assistance of Mr. Sudds the business can be done up without my presence, the thing is all understood here among the heirs, that I as the Guardian of Ephraim, shall take the Land above mentioned, at the appraised value, for said Ephraim, and let the amount what ever it may be stand against his Interest

in his Father's Stephen Spain Deceased' Estate untill a regular division is made the heirs, think that it will not be far from, above or below the amount that will fall due him at that time said division may be made.

And I would here say, that whatever Mr. Andrews he being one of the heirs as you know, may do in the business for me as the Guardian of said Ephraim aforesaid, I will abide.

This adress is intended for you or the Court, or in other words to answer for my presence, as I feel very loth to leave my much afflicted son

Yours Respectfully

Willis Spain

Allen B. Fowler Esqr

Whole Survey except 100 acres to Orville Spain
off North Easterly end.

Chancery Case File

Case No. 1848-CH-0002

No. 48-CH-2

Union Common Pleas Court.

William Fenton admr
Plaintiff,

AGAINST

Thos Fenton et al
Defendant.

APR TERM. 1848

DECREE FOR PLAINTF

Journal 4 Page 114

Record No. 3 Page 260

Ex. Doc. Page

Union Com. Pleas

William Fenton,
Administrator
vs
The heirs of
Edmund Fenton, decd

Petition to
compel contest

Filed Feby 14th 1848
John Cassil Clk

Cost bill made
Record
Recorded

By Clk

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

William Fenton, Administrator of the Estate of Emanuel Fenton, deceased, late of Union County, Comes & Shows to the Court, by way of Petition - That on the 22nd day of December A.D. 1838, the said Emanuel Fenton, then in life, but since deceased, made his written agreement, with one William Jackson for the sale, & conveyance to the said Jackson, by good & sufficient warranty deed of One Hundred & Twenty Eight acres of land, more or less - Situate in said County of Union & State of Ohio, & bounded & described as follows, to wit; Being part of Survey No. 3005, in the Virginia Military District - beginning at an Ash Stump in the N. line of Buttons Lot; thence S 80 W 220 poles to a Hickory & Water ash S.E. corner of Fox's land; thence N 10 W 111 poles to 2 Beeches in Magills S. line; thence with said Magills line N 80 E 123 poles to 2 Water Beeches; thence S 14° 45' E 40 poles to a Box Elder & Lynn; thence N 80 E 88 poles to a Stone; thence S 14° 45' E 72 poles to the beginning -

Your Petitioner further represents that the said Jackson was to pay the said Emanuel Fenton Nine Hundred & Eighty dollars purchase money for said premises, in manner following to wit; - Two Hundred dollars at the time of making said agreement, the receipt of which is therein acknowledged, & the ballance ($780.) on the first day of July thence next ensuing - Your Petitioner further represents that the whole amount of said purchase money has been paid, and a receipt in full, endorsed upon said written agreement,

which written agreement is herewith filed and made part thereof —

Your petitioner further represents that the said Emanuel O'Benton departed this life in without making said conveyance of said premises, & in consideration of the purchase money having been paid, Your petitioner having been appointed Administrator of said decedent's estate, (which appointment he has accepted & legally qualified himself to discharge), is anxious to complete said contract by conveying said premises to the said Jackson — The said decedent died leaving no widow — The following persons are the heirs, having the next estate of inheritance in the premises above described, from the said decedent namely; Abraham Leemer & Mary, his wife, late Mary O'Benton, resident of this county, and Thomas O'Benton who resides in the Territory of Wisconsin —

Your petitioner prays that the said persons above mentioned & described, having the next estate of inheritance from said decedent, be made parties defendant to this petition and that on the final hearing of this cause, he may be authorized to complete the said contract by conveying the said premises to the said Jackson, & such other relief &c

Cole & Witter
Sol. for petitioner

Issue a subpena for Abraham Deemer
and Mary Deemer

Cole & Miller

June 18th 1839 Received of Wm Jackson on the within Six hundred dollars

William Fenton admr
to manuel Fenton Deed

June 18th 1839 I do hereby agree to give said Wm Jackson lenity for the term of ten month, for the ballance of the with from this date

William Fenton admr

Received on the within Two hundred dollars being the balance in full due on this article ~~and I am~~ except eighteen dollars which the said Jackson is to pay over for costs and expenses in obtaining a deed in Court, - and I Wm Fenton administrator of the estate of Manuel Fenton deceed hereby agree to immediately file a bill for a deed to make a deed to the said Jackson for the within land as such administrator

William Fenton admr

Oct. 12 1847.

This article written December 22nd 1838
by and between Emanuel Fenton on the
one part and William Jackson on the
other parties the said Emanuel Fenton
hereby agrees to sell to the said William
Jackson a certain peice of land
situated in Jerome Township Union
county and State of Ohio containing
one hundred and Twenty eight acres
more or less for the lawfull sum of
nine hundred and eighty dollars
Two hundred dollars of which sum
is paid to Emanuel Fenton by W
Jackson and the receipt of which
is hereby acknowledged the said
Emanuel Fenton will furnish the
said William Jackson with a
good and warranty deed to above
described land on the first day
of July next upon William Jackson
paying the remainder of the purchase
money seven hundred and eighty
dollars

Signed } Manuel Fenton
by } William Jackson

Witness
Geo Robinson

Union Com Pl Ca

Wm Fenton Admr
vs
The Heirs & Emanuel
Fenton Decd

Sub in Chy

Filed april 11, 1848
John Cassil clk

Served the writ April 10, 1848. by delivering a certified copy thereof to each of the within named defendants

Fees mileage	50
copies	20
service	55
	$1.25

Philip Chandler Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Abraham Deemer and Mary Deemer

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 William Fenton Administrator of the Estate of Emanuel Fenton Deceased

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

Witness John Cassil, Clerk of our said Court, at the court house, this 6th day of April A. D, 1848

John Cassil Clerk of Com. Pleas.

Wm Fenton Admr.
vs
The Heirs of E. Fenton decd

Proof of Publication

State of Ohio }
Union County }

I. David W. English being duly sworn, depose & say that the Notice hereunto attached, was published for six consecutive weeks, commencing on the 16th day of Feby A.D. 1848. in a Newspaper, called the "Argus" printed in Marysville ~~Ohio~~ Union County, Ohio. & that said Newspaper had a general circulation in said County

D. W. English Pr.

Sworn to and subscribed before me this 28th day of April A.D. 1848

William Wilkinson J.P.

State of Ohio, Union County, ss.

WILLIAM FENTON, Admr. vs. THOMAS FENTON, et al., Heirs of EMANUEL FENTON, dec'd. } PETITION TO COMPLETE CONTRACT.

THE said Thomas Fenton will take notice, that on the 14th day of February, A.D., 1848, the above named Wm. Fenton, Administrator of the estate of Emanuel Fenton, dec'd, filed in the Clerk's Office of the Court of Common Pleas, his petition making him and others defendants: Said petition represents that the said Emanuel Fenton, while in life, to wit: on the 22nd day of December, A D., 1838, made his written agreement with one William Jackson to sell and convey to the said Jackson (upon condition hereinafter mentioned) by good general warranty deed, one hundred and twenty-eight acres of land more or less; situate in said co. of Union and State of Ohio, and bounded and described as follows, to wit: Being part of Survey No. 3005 in Virginia Military District, beginning at an ash stump in the North line of Button's lot; thence S 80 W 220 poles to a hickory and water ash S E corner of Fox's land; thence N 10 W 111 poles to 2 beeches in Magill's S line; thence with said Magill's line N 80 E 123 poles to 2 water beeches; thence S 14 degrees 45m E 40 poles to a box elder and lynn; thence N 80 E 88 poles to a stone; thence S 14 45 E 72 poles to the beginning. Said petition further represents that the said Jackson was to pay the said Emanual Fenton nine hundred and eight dollars purchase money—that said purchase money has been paid in full--that the said Emanuel Fenton departed this life in without making said conveyance—and pray that on the final hearing of this cause, said petitioner may be authorized to complete said contract by conveying the said premises to the said Jackson.

COLE & WITTER,
Sols. for Petitioner.

Attest: JOHN CASSIL, Clerk.

Feb. 16, 1848. n39w6

No. 48-CH-3

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

E Spain Defendant.

Nov 1849.

Settled,

Journal 4 Page 275

Record No. 5 Page 5-78

Ex. Doc. Page

Chy No 24

L Sterling
vs
E Spain

Certified made
Record

Recorded

Note for decree

26.

L. Starling vs E. Spain } Bill in Chancery

C. ~~23~~

File March 20. 1848
John Cassil. clerk

Issue Subpoena for
Edwin Shain.
Sub. & Serv
June 7. 1848

Recorded

Jarvis

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

Lyne Starling of the City of Columbus, County of Franklin, and State of Ohio; represents that he was, on or about the 15th day of February, A.D. 1844, seized in fee simple, of a certain tract of land, situate in the County of Union, and State of Ohio; and which is hereinafter more particularly described; and that one Edwin Spain, of the County of Union, and state of Ohio, (and whom your orator prays may be made defendant to this bill) being desirous of purchasing said lands, entered into an agreement with your orator, for the sale thereof to him, and which agreement was reduced to writing, and signed and sealed by the said Edwin Spain and your orator, and is in words and figures as follows to wit, "Articles of Agreement, con
"cluded this 15th day of February, A.D. One thou
"sand Eight hundred and Forty four, between
"Lyne Starling of Franklin County, Ohio, of
"the first part, and Edwin Spain of Union
"County, Ohio, of the second part, witness that
"the said party of the first part agrees, upon
"the terms and conditions hereinafter menti
"oned, to sell to said party of the second
"part the following lands, situate in Union
"County, Ohio, to wit, One hundred acres
"of Survey No 3241, in the name of Obediah
"R. Harrison; to be laid off from said Survey
"on the South East line thereof, and extend
"Northwesterly with the lines of the Survey,
"for the quantity of One hundred acres, The
"said party of the second part, hereby agrees to

" pay the said Lyne Starling, the sum of
" Three hundred and Sixty two dollars and
" fifty cents, one hundred and thirty dollars
" of which is paid in hand, and the bal-
" -lance to be paid in one installement, with
" interest, as follows, Two hundred and thirty
" two $\frac{50}{100}$ dollars on or before the 1st day of June
" 1844; The said party of the second part,
" having also executed his single bill to
" the said Lyne Starling or order, for said
" sum, payable as aforesaid; and the said
" party of the second part, agrees to pay all
" taxes and assessments, that may hereafter be
" demandable on said lands, or their appurte
" nances; It is agreed that said installement
" and Single Bill above mentioned, with interest
" shall be punctually paid, on or before the
" day when the same shall become due, as
" above mentioned, and if so paid said
" Lyne Starling for himself his heirs, executors,
" administrators, or assigns, hereby covenants to
" sell, and upon the punctual payment as
" last mentioned, of all of said installements
" with interest, to convey by general warranty
" deed, the above described premises, unto said
" party of the second part, his heirs and
" assigns;
" In ~~witness~~ witness whereof, said par-
" -ties have hereunto set their hands, and
" affixed their seals, the day and year first
" above written
" Executed in presence of } L Starling (LS)
" R. Thomas
} Edwin Spain (LS)
the original of which will be produced on

the final hearing hereof;

Your Orator further represents, that he has been at all times ready, and willing, and still is ready, and willing, to comply with the terms and conditions of said agreement, on his part to be performed, and that he has applied to the said Edwin Spain, and requested him specifically to perform his part of said agreement, but the said Edwin hath ~~wholly~~ hitherto wholy neglected ~~so~~ to do.

Your Orator therefore prays that the writ of Subpeonas, may issue against the said Edwin Spain, and that he may be compelled to answer all and several the premises. And your Orator further prays that on the final hearing of this cause, the said Edwin Spain may be decreed to pay said moneys, according to the tenor of said agreement with their interest, and such damages as your orator, may have sustained by reason of the premises, and in default thereof that the aforesaid and described land, be sold to pay the amount of such decree, and that your orator, may have such other and further relief in the premises, as equity and good conscience may require

W. B. Parris
Solicitor for Complainant

This may certify that I Joshua S Eaton
have settled and satisfide for my trouble
On the pisal of that Land of Edwin Spain
Nov 16. 1849..

This may certify that we have settled with Edmund Spain and received our fees for appraising a piece of land

Frank Pennel

George Fuller

Nov 16. 1849.

Filed Sept 24, 1849
D. Kirkpatrick Clk

Lyne Starling
vs
Edwin Spain

In Chancery
Pleas upon execution in
this case unless money
paid in

W. B. Jarvis
Complt. Counsel

Filed June 30. 1848
John Cassil Clk

June 29. 1848. Rec'd of Edwin Spain one hundred and thirty four dollars to be credited on decree vs him in Union County Comm Pleas. Mr Starling agrees to wait till the fall for the balance of the decree.

L. Starling
By
Wm Thomas

June 18, 1849 rec'd of Edwin Spain thirty four dollars to be handed over to H. W. Andrews Ex'tor of Lyne Starling for the purpose of being credited on said Spain's note to L. Starling dec'd.

Wm Thomas

Union Com. Pleas

Lyne Sterling
vs
Edwin Spain

Decree for $248.30
Costs —
Execution
writ —

Filed Nov. 20. 1849
James Kinnikat, Cl. Clerk

To Nov Ter 1849

W. D. Lawrie

Received this writ September 24. 1849 had the within described real estate appraised by the oaths of George Fuller, Joshua S. Eaton and Frank Pearl at $6.00 per acre October 12th 1849. advertised the same to be sold on the 20th day of November A.D. 1849. by publication in the Marysville Tribune for at least 30 days previous to the day of sale. November 17. 1849. Received on the within of Edwin Spain one receipt for $134.00 dated June 29. 1848 signed L. Sterling By Wray Thomas. One other receipt for $34.00. dated June 18. 1849 signed by Wray Thomas. also two receipts from the appraisers certifying that they have received their fees from said Spain and one hundred and two dollars and thirty cents it being in full of the within decree. Said receipts are herewith filed.

Fees= mileage .40
inquest 1.00
Copy of Apprt .25
Apprs fee 1.50
advertg .25
Pr fee 2.25
service .35
Poundage 1.90 = total $7.90

Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County Greeting;

Whereas at the June Term of the Court of Common Pleas Continued and held on the 29th day of June AD 1848 in a certain cause in Chancery therein pending wherein Lyne Starling, Complainant and Edwin Spain, Defendant, the Court ordered and decreed that you expose to sale the premises in the Bill, described as follows, Situate in ~~the County of Union~~ Union County Ohio, to wit, One hundred acres of Survey No. 3241 in the name of Obediah R. Harrison, to be laid off from said Survey on the South East line thereof, and extend northwesterly with the lines of the survey for the quantity of One hundred acres, to satisfy the said Complainant in the sum of Two hundred and forty Eight Dollars and thirty cents, with interest from the said 29th day of June AD 1848, until paid together with the ~~sum of~~ Costs of Suit taxed at $ and also the further sum of $ the increase costs on said Decree, and the accruing costs. and make report of your proceedings herein to the next term of said Court,

Witness James Kirkland Clerk of said Court at Marysville the 24th Day of September AD 1849.

James Kirkland Clerk,

Union Com Pleas

Lyne Starling
vs
Edwin Strain

Ind in Chy

Filed April 25. 1848
John Cassil Clk

Service this writ April 4. 1848 by delivering a certified copy thereof to the within named Defendant.

Fees— mileage 30
service 35
copy — 12 = 77

Philip Shriver Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Edwin Spain

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 Lyne Starling

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 March A. D, 1848

John Cassil Clerk of Com. Pleas.

Lyne Sterling
vs
Edwin Spain

Appraisement real estate

Filed October 17. 1849
James Kirkpatrick for CK

Lyne Sterling
vs
Edwin Spain

We the undersigned having been called upon by Philip Snider Sheriff of Union County, Ohio, to appraise the following described real estate. to wit: One hundred acres of Survey No. 3241 in the name of Obediah R. Harrison to be laid of from said survey on the South East line thereof; and extend Northwesterly with the lines of the survey for the quantity of one hundred acres. After having been duly sworn by said Sheriff and upon actual view of said premises we do appraise the same at $6.00 per acre. Given under our hands and seals this 12th day of October 1849

George Fuller {seal}
Joshua S. Eaton {seal}
Frank Pearl {seal}

Appraisers fees 50cts each $1.50

The State of Ohio Union County, SS.
Personally appeared before me Philip Snider Sheriff of Union County, the above named George Fuller, Joshua S. Eaton and Frank Pearl 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, this 12th day of October A.D. 1849

Philip Snider Sheriff

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

Philip Snider Sheriff

9

No. 48-CH-4

Union Common Pleas Court.

Allen W Pharis Exr,
Plaintiff,

AGAINST

Mary Pharis et al,
Defendant.

MAY TERM, 1849

DECREE FOR PLAINTF

Recorded &
Indexed.

Journal 4 Page 191

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Ex. Doc. Page

also to authorize your Petitioner as executor as aforesaid, to convey to the said Shaeffer that portion of said real estate as he is entitled to.

Cole & Witter
Attys. for Petitioner

Issue Subpoena for Samuel C. Pharis, to Henry Goodrich & Amy Goodrich to Sheriff of Butler Co. Ohio

Sheriff of Butler Co. Ohio
Mary Pharis
of Union County Ohio

Cole & Witter

Filed April 10 1868
Thos Lacey Clk

Cost $ [illegible]
Record
Recorded

Allen A. Pharis et al:
vs
Robert Pharis deceased

Petition to Complete Contract.

Mary Pharis et al.

for answer

for answer

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

Allen B. Pharis, Executor of the last will & testament of Robert Pharis, deceased, late of Union county, comes and shows the Court, by way of petition - That on the 20th day of August A.D. 1838, the said Robert Pharis, then in life, (but since deceased) entered into a written contract; to wit; a penal bond, with one Harvey Skeels, for the sale & conveyance to the said Skeels, or his Assigns, by General Warranty deed, of the following Real Estate, situate in said county of Union and described as follows to wit; All that part of Survey No. 3693, lying on the waters of Bokes Creek - Beginning at S.E. corner of John Woods Survey, No. 3692, running thence S 7½ E one hundred and fifty-six (156) poles to Bokes creek - running thence down with the meanders of the creek to the corner of Lot No. 4, owned by Johathan Jones; thence with the ~~line~~ W line of Lot No. 8 to the S line of the Survey, thence with the original line of the Survey to the place of beginning - supposed to contain one hundred and ninety - (190) acres

Your petitioner further represents that the said Harvey Skeels agreed to pay the said Robert Pharis ten dollars per acre for said real Estate, in manner following to wit; four hundred ($400,) dollars, at the time of entering into said contract - Six hundred ($600,) dollars on or before the 15th day of October next (thence ensuing) - Three hundred ($300,) dollars, on or before the 1st day of May 1839 - and six

hundred ($600,) dollars, in three equal annual pay=
ments. from the first day of April 1839 –

Your petitioner further represents
that the said Robert Pharis reserved, in said
written agreement, two or three acres of said real
estate, on the creek at the corner of said lot of
land – all of which will more fully appear from
said written contract, which is filed herewith,
marked (A) and made part hereof –

Your petitioner further represents
that the said Skeels has fulfilled his part of
said written agreement – that said purchase
money is paid, or ready to be paid, and that one
hundred and ten acres of said real Estate has been
assigned to your petitioner, by the said Skeels, in
lieu of the balance due on the original purchase
money – the said balance was due to your petitioner
it having been bequeathed to him, by the said Robert
Pharis, by his last will, as shown by the same

And your petitioner further
represents to the court, that the said Robert Pharis
made his penal bond to Lorenzo D. Barber, in the
sum of seven hundred dollars, conditioned to make
to the said Barber, a good and sufficient warranty
deed for the following described premises; to wit; One
hundred acres of land, lying and being on the waters
of Bokes creek, being a part of Survey No. 3693 adjoining
lands of Titus Clevenger, on his East line, & Lot
No. 5 on the south, where Samuel C. Pharis then lived,
which is more particularly described in a plat then
ready to the court to be shown, marked (B) – That
the said Barber assigned said penal bond to your
petitioner – that the purchase money has been paid
– all of which will more fully appear from said penal
bond which is filed herewith marked (C) and made

part thereof — Your petitioner further represents that the said Robert Phares departed this life in year 1889 leaving your petitioner, the executor of his last will & testament, — that your petitioner regularly qualified himself for the fulfillment of said appointment — —

Your petitioner further represents that the said Robert Phares died without completing said contracts — that in as much as said several contracts have been fulfilled by the payment of the purchase monies, your petitioner is therefore desirous of having said contracts completed, by conveying to the said Shuels one hundred acres of said land, and having the balance of ~~said land~~ the said land which was assigned by said Shuels, conveyed to your petitioner, as also the tract so sold to the said Butler conveyed to your petitioner —

Your petitioner further represents that the said decedent died leaving Mary Phares, his widow, who takes under the will, in lieu of dower, and the following persons, his heirs to wit; Johnathan Jones and Lydia, his wife, late Lydia Phares and Martin Phares who resides in Porter county — Indiana and Samuel C. Phares who resides in Butler county, Ohio, Joel Phares who resides in Locust county — Illinois & Mary Goodrich and Amy, his wife, late Amy Phares who resides in Union county —

Your petitioner therefore prays that the said widow and the said heirs of of the said Robert Phares, above named, be made parties defendants hereto, and that on final hearing of this cause, the Court may appoint and empower some suitable person, to complete said contracts by conveying to your petitioner, as assignee of the purchasers, such portion of the above described lands as he is entitled to have a conveyance for — And

Union Com Pleas

Allen W Pharis, Exr
of Robert Pharis
vs
Mary Pharis et. als.

Sub. in Chy

Deft Saml G Pharis
not found in my
Bailiwick

Mileage	70
Copy	20
	$ .90

J Van Deveer
Shff & Butler Co
Ohio

Filed April 22d 1848
John Cassil Clerk

Impossible

The State of Ohio, Union County, ss.

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

We command you, that you summon Samuel C. Pharis,

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 et al by Allen W. Pharis, Executor of the Estate of Robert Pharis, Deceased,

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 April A. D, 1848

John Cassil Clerk of Com. Pleas.

Served this writ April 20. 1848 by delivering to each of the within named defendants a certified copy thereof.

Fees— mileage 40
copies — 30
service 75 = 1.45

Philip Snider Sheriff

Union Com Pleas

Allen McPherrin Exr of
Robert McPherrin
vs
Mary McPherrin Adg

Filed April 20. 1848
John Leasil Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Mary Phares, Henry Goodrich and Amy Goodrich,

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 &c. by Allen W. Phares, Executor of Robert Phares, Deceased,

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

Witness John Cassil, Clerk of our said Court, at the court house, this 10th day of April A. D. 1848

John Cassil Clerk of Com. Pleas.

Copy of the Will
of Robert Phares
Recorde in Vol. 2
Admnt. Docket page
289.

In the presence of God, I Robert Phares of Union County & State of Ohio considering the uncertainty of life - the certainty of death, and my own bodily infirmity; yet being of sound mind and retentive memory, do make and publish this, my last will & testament in manner and form following (to wit) First I give & bequeath unto my wife Mary Phares all my personal estate, so much thereof as she may ~~think~~ select to keep - and so much thereof as she may direct to be sold; to be sold for her use, also all my real estate not otherwise bequeathed or disposed of - I give and bequeathed to her to be sold and the money to be kept at interest for her benefit to be paid her as she may request during her life and after her decease to be divided equally among my children or their representatives.

Second. I give and bequeath unto my son Samuel C. Phares in addition to the sum of about four hundred dollars which he has received, it is my will that he receive a sum which will when added be equal to all the avails arising from the sale of the 105 acres of land sold to Frances Scott.

Thirdly - I give and bequeath unto my son Joel Phares out of the avails 192½ acres of land sold to Harvey Shealers the sum of eight hundred dollars a part of which he has already received.

Fourthly, I give & bequeath unto my son Allen W. Phares out of the avails of the 192½ acres of land sold to Harvey Shealers

to the sum of eight-hundred dollars a part of which he has already received - Fifthly I give and bequeath unto my son Martin Phares one hundred acres of land part of Survey No. 3693 and being Lot-No. 2 in the subdivision thereof and so much addition to said Lot on the north as will make up the quantity said Lot-No. 2 being bounded as follows. Beginning at a stake in the line of Henry H. Grundy and corner to lot-No. 1 owned by James Kerby ~~Haley~~. Thence South 83°30' E 90 poles to the creek thence with the creek, down with the meanders to a stake thence S 7°30' West 77 poles to a stone thence N 83°30' W 150 poles to the beginning. To Martin Phares & his heirs and assigns forever - Sixthly - In as much as I have heretofore given, granted & conveyed unto my daughter Sarah Kerby 100 acres of land part of Survey No. 3693. I now give and bequeath unto her the further sum of one dollar. Seventhly - I give and bequeath to my daughter Amy Goodrich & to her heirs & assigns 100 acres of land part of Survey No. 3693. known as subdivision of said survey as No. 4. Beginning at a stick on the bank of the creek north east corner to Lot-No. 3 - thence with the line of said Lot-S 7°30' W 200 poles to a stake witness three beeches thence S 88°30' E 80 poles to 3 beeches, thence N 7°30' E 192 poles to a thornbush on the bank of the creek, thence up the creek with the meanders to the beginning. To her and her and her heirs and assigns forever - Eighthly - I give and bequeath to my daughter Lydea Jones one hundred acres of land part of Survey No. 3693 it being the Lot

known as Lot-No. 8 of the subdivision on which she now resides containing one hundred acres more or less to her and her heirs & assigns forever Lastly it is my will that Allen N Phares be my executor and that he collect all debts due to my estate and pay all my just debts and necessary expense in the settlement of the concerns of my estate and if the debts due me prove insufficient to pay the same then that he pay the same out of the avails of the personal property witness my hand seal this first day of Oct. 1839

Robert Phares (Seal)

The the undersigned being called upon this first day of Oct. to witness do witness and sealing of this as the last will and testament of Robert Phares

John P. Brookins
Silas S. Strong
Thomas S. Banks

I have this Day recived full pay for the one hundred Acres named in this bond & allso the one acre bought of Samuel L Phares rec of A W Phares & assign my right & title to A W Phares

S S Butler

Know all men by the present that I Robert Phares
of the County of Union and State of Ohio to bind my
self my heirs Executors administrators and every
of them unto Lorenzo D Beebe in the penal sum of
Seven hundred Dollars Currant money of the State
of Ohio

The Condition of the above bond is such that if the above
bound Robert Phares does make or Cause to be made
unto the above named Lorenzo D Beebe a good and suf-
ficient General Warrantee Deed for one hundred
acres of land lying and being on the waters of bokes
Creek being a part of Survey No 3693 Adjoining lands
of Titus Cleavengers on his East line, and lot 83 South
north where Samuel C Phare now lives then this obli-
gation to be void and of no Effect otherwise to remain
in full force in Law

Robert Phares

Jarvis Lan

for Harvey Steele

Be gin ing at a red oak three and stone the orig a nal cr. West Corner to the sur vey then ben ing with the North line of the sur vey ~~cr. 84~~. 2. 81. E. 85½ poles to 3 Beeches then 2. 7½. W. 204. poles to a Beech on the Bank of the Creek then up the creek with the meander there of cr. 20. W. 3 p. cr. 86. W. 30. p. cr 38. W. 3. p then leaving the Creek cr. cr. 43. W. 41 poles to a stone then cr 7½. E. 22½ poles to a stone then cr. 71. W. 15 poles to a stone in the West line of the sur vey then with sd line cr. 7½. E. 149½ poles to the be gin ing Con tain ing one hundred acres

Survey No 2983 beginning at
a stake & pointers in the line of
Survey No 4610 N 32 E 152 poles to a hickory
sapling up the run N 74 W 112 poles N 20 W 27
poles to a stone in the run corner to a
white oak & hickory and stone at the
~~east~~ a spring S 52 W 130 poles to a stone
in the road North the road and South
line ~~to~~ S 37 E 60 poles to the beginning
containing fifty acres

Sharis
vs
Sharis

Filed June 29 - 1848
John Cafsil, Clk

State of Ohio, Union county, ss.

Allen W. Pharis, Ex'r of Robert Pharis, deceased, *vs.* Joel Pharis, Martin Pharis, Samuel C. Pharis, Jonathan Jones, Lydia Jones, et al.	UNION COMMON PLEAS.

JOEL PHARIS, Martin Pharis, Sam'l C. Pharis, Jonathan Jones, and Lydia Jones, will take notice that on the 10th day of April, A.D., 1848, the above named Allen W. Pharis, Executor of the last will and testament of Robert Pharis, deceased, filed in the Clerk's office of the Court of Common Pleas of Union co.O., his petition making them and others defendants. Said petition represents that the said Robert Pharis, while in life, to wit: on the 20th day of August, A.D., 1838, entered into a written contract with one Harvy Skeels, for the sale and conveyance to the said Skeels, or his assigns, by general warranty deed, of the following real estate situate in said co. of Union, and described as follows, to wit: All that part of Survey No. 3693, lying on the waters of Bokescreek, beginning at N E corner of John Wood's survey No 3692, running thence N 7½ E156 poles to Bokescreek; thence down with the meanders of the creek to the corner of lot No 8, owned by Jonathan Jones; thence with the west line of lot No 8 to the N line of the survey; thence with the original line of the survey to the place of beginning, supposed to contain 190 acres. Said petitioner further represents that said Skeels was to pay the said Robert Pharis $10 per acre for said premises. That said Skeels has fulfilled his part of said agreement. And that 110 acres of said premises has been assigned by said Skeels to said petitioner, in lieu of the balance due on the original purchase money, the said balance being due said petitioner having been bequeathed by the last will and testament of the said decedent, and said petition further represents that the said Robert Pharis made his penal bond to Lorenzo D. Beebee, in the sum of $700, conditioned to make the said Beebee a good and sufficient warranty deed for the following described premises to wit: 100 acres of land lying and being on the waters of Bokescreek, being a part of survey No. 3693, adjoining lands of Titus Clevenger, on his E line, and lot No 5 on the N where Samuel C. Pharis then lived; that the said Beebee assigned said penal bond to said petitioner, and that the purchase money has been paid: That said Robert Pharis died without completing said contract and prays that on the final hearing of this cause the court may appoint and empower some suitable person to complete said contract, by conveying to said petitioner as assignee of the purchasers such portions of the above described land as he is entitled to have a conveyance for, and also to authorize said petitioner as Executor aforesaid to convey to said Skeels that portion of said Real Estate to which he is entitled.

ALLEN W. PHARIS. Ex'r.
By COLE & WITTER, his Att's.
June 14, 1848. n4w3

State of Ohio Union County ss

Personally appeared in open Court, P. B. Cole and made solem oath that the notice hereto attached, was published for three weeks successively next after the 14th day of June A.D. 1848, in a newspaper called "The Argus" published in Union County, & that said newspaper during that time was in general circulation in said County

P. B. Cole

Sworn to & subscribed in open court, June 29th 1848 John Cassil, Clerk

~~Attest~~ ~~Clerk~~

Allen W. Phares Exr.
of Robert Phares dec'd
vs
Mary Phares & Phares et al

Petition to compel
Conveyance

This cause the Petitioner
by his solicitors, none appearing for the defendants
and the said Defendants, (Mary Phares, Jonathan Jones
and Lydia his wife late Lydia Phares, Martin Phares
Samuel C. Phares, Henry Goodrich & Amy his wife
late Amy Phares) still failing to file and answer
or demur to the said Complainants Bill, It is thereupon
ordered, adjudged and decreed that the same
be taken Pro Confesso; and was argued by
Cole & Witter of Counsel for Complainant, on
consideration whereof the Court do find that
Harry Skeels hath an Entire Equity in the following
premises as in said Complaint bill alledged; situate
in the County of Union Ohio and bound & described
as follows to wit; Part of Survey No 3693. Beginning
at a Sycamore and stone the original N. W. corner
to the Survey, thence running with the North line
of the Survey S 81. E 85½ poles to 3 beeches, thence S 7½
W. 204 poles to a Beech on the bank of the creek; thence
up the creek with the meanders thereof N 20 W 3 poles,
N 86 W 30 poles, N 38 W. 8 poles, then leaving the creek
N. W 48 ~~W 48 poles, W 44~~ W 41 poles to a stone in the
west line of the Survey, thence with said line N
7½ E 149½ poles, to the beginning containing one hundred
acres of land. And it is ordered and decreed by the Court
that the said Allen W. Phares, as Executor of Robert Phares,
be and he hereby is, authorized and empowered to execute and deliver a
deed in fee simple, of the above described premises, to Harry
Skeels and thereby to convey to the said Harry ~~Skeels~~ Skeels
all right, title, interest, claim or demand of the said Robert
Phares (at the time of his decease) in or to said premises

And the Court do further find that the said Allen W. Phares possess an entire Equity in two severally ~~[illegible]~~ parcels or tracts of land hereinafter ~~described to wit~~ ~~[illegible]~~ described, as in said Complainants Bill set forth to wit: Situate in the county of Union and State and bounded and described as follows — Part of Survey No 3693.

Begining at 8 Beaches in the original ~~[illegible]~~ line of the Survey cr. E: Corner to ~~Hardy~~ Steels land ~~then~~ with his line S. 7½. W. 204. poles to a Beech on the Bank of the Creek then down the Creek with the meanders thereof S. 30. E. 31. poles then S. 69. E. 31. poles then S. 28. E. 40. poles then N. 69. E. 20 poles to the upper Corner on the Creek to John Elliott land then with his line cr. 7½ East 245 poles to a Beech in the original cr. line of the Survey then with Sd line cr. 81. W. 74½ poles to the beginning Containing 110½ acres of land

Also Situate Situate in the County of Union and State of Ohio and bounded and described to wit — Part of Survey No 3693. Beginning at a stone N. E. to Frank Scotts land thence N 7 E. 150 poles to a stake & Ashes and a Maple thence N 83. W 105 poles to a stake 2 burr oaks & 2 Ashes thence S 7. W 154 poles to a stone near the creek, thence S 58. E. 38 poles to a stone in the centre of the road, thence N 32 E 18 poles to a stone then S 83. E 62½ poles to the beginning containing one hundred and one and seven eighths ~~[illegible]~~ acres of land

And it is ordered and decreed by the Court that James M. McKee master commissioner of the court be and hereby is authorized and empowered to execute and deliver a deed in fee simple, for the to last above described premises to Allen W. Phares, and to thereby convey to the said Allen W. Phares all right title interest claim or demand of the said Robert Phares (~~at the time of his demise~~) in or to said premises, at the time of his demise

Robert Thanis & wife
To Deed
Harvy Skelly

This Indenture made and concluded this twelfth day of October in the year of Our Lord one thousand eight hundred and thirty eight between Robert Phairs and Mary Phairs his wife of the County of Union and State of Ohio of the one part and Harvey Steels of the other part

Witnesseth — That the said Robert Phairs & Mary Phairs for and in consideration of the sum of One thousand nine hundred and twenty five dollars to them in hand paid the receipt whereof is hereby acknowledged, have granted, sold, conveyed and confirmed and by these presents do grant, bargain, sell, convey and confirm unto the said Harvey Steels his heirs and assigns forever, a certain lot or tract of Land containing one hundred ninety two and one half acres situated between the Little Miami and Scioto rivers in the County of Union and State of Ohio being part of a Military Survey No. 3693 on the waters of Bokes Creek bounded and described as follows to wit: Beginning at two Sugartrees north west corner of the Original Survey thence with the original line correcting the course thereof S 83½ E 160 poles to three beeches thence S 7½ W 230 poles to a stake in the center of Bokes Creek thence up the creek with the meanders thereof S 69 W 20 poles N 28 W 20 poles N 69 W 31 poles N 20 W 34 poles thence N 86 W 30 poles N 38 W 8 poles to a sugar tree on the north bank of the Creek thence N 48 W 41 poles & seven links to a stake witness an Elm & sugar tree thence N 7½ E 22⅓ poles to a stake thence N 71 W 15 poles & nineteen links to a stake in the west original line of said Survey thence with said line correcting the course thereof N 7½ E 129⅓ poles to the Beginning

To Have and To Hold the aforesaid premises with the appurtenances, to the said Harvey Steels his

heirs and assigns forever, and the said Robert and Mary Phares, for themselves, their heirs and executors, do covenant with the the said Harvey Steels 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 Robert & Mary Phares for themselves, their heirs and executors will Forever Warrant and Defend the aforesaid premises, with the appurtenances unto the said Harvey Steels, 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 Robert Phares together with Mary Phares his wife, have hereunto set their hands and seals this day of October in the year of Our Lord One Thousand eight hundred and thirty eight

Signed Sealed and Delivered
In presence of

L.S

L.S

A statement of one hundred and one Acres of land on Bokes creeck in Leesburg township Union County in survey No. 3693 sold by Robert Harris ~~for the use of Rees C. J.~~ unto Lorenzo D. Beebe for the use of Rees C. Jokes

State of Ohio } Personally appeared Henry Goodrich before me
Union County ss. } Abijah Gandy a Justice of the peace for said County who being duly sworn deposeth and saith that he was well knowing unto the above statement and the sale of the aboveedescribed land as the above purports and further this deponent saith not

Signed & sworn to before me
this 22th day of May 1849

Henry Goodrich

Abijah Gandy Justice of the peace

Know all men by these presents; That whereas on the 29 day of Aug. 1844, such proceeding were had before our Court of Common Pleas, in and for the Co. of Union & State of Ohio between one Wm ~~Offt~~ as Pltff & I as defendant in a suit in Ch. begun and tried before said Court. That an order was directed from said Court to Wm Sheriff, as special master in this case appointed, commanding him to sell (&c) to satisfy the sd Wm claim awarded to him in sd suit, by sd Court which order was returned by the sd Steele on &c with the following endorsement thereon, as a report of his proceedings viz. (endorsement) And afterwards to wit at the — term of the sd court of Com Pleas of Union Co. Ohio for the year — the sd court having examined the proceedings of the sd Sheriff in the premises were satisfied that the proceeding in this case and the sale by him made were in all respects conducted according to the ~~so~~ order of sd court & the statute provided for like cases — and also ordered that an entry be made to that effect upon their journals & that sd Steele as special master make a deed to sd purchaser for sd premises ( ), all of which together with the proceeding in this case from its commencement until confirmation of sale will appear fully upon the records of sd court — reference being made thereto — Now Know ye that I the sd Sheriff & special master for and in consideration of the foregoing proceeding & the power in me vested by law & more special in consideration of the sum of — in hand paid the receipt whereof is hereby acknowledged, have given, granted, bargained, sold ~~confirmed~~ conveyed & confirmed unto the said Wm & his heirs and assigns & forever — all the right title interest property claim or demand of the defendants aforesaid in this case of in and to

said premises — To have and to hold the same to his own proper use & behoof and to his heirs & assigns forever, In testimony whereof I hereunto set my hand & seal officially this 2d day of October A.D. 1846

I Harry Skeels do hereby assign to Allen W Phares all my interest in the Land described in the written instrument, except one hundred acres on the west side of said Land which I reserve and which 100 acres is designated in a plat made by Wm B Irwin County Surveyor. This assignment is made to said A W Phares to pay the balance of the purchase money due from me for said Land which balance of purchase money was going to said A W Phares by the last will of Robt. Phares Deceased.

Harry Skeels

Robt. Phares' Title Bond for 198 acres Land on Boyce's Creek

(X)

Know all men by these presents that I Robert Pharis am held & firmly bound unto Harvey Skeels in the full sum of Three thousand dol=lars, to the payment of which well and truly to be made I bind myself my heirs Executors & administrators firmly by these presents sealed with my seal and dated this 28th day of August A.D. 1838.

The condition of the above bond is such that whereas the above bound Robert Pharis has this day sold unto the said Harvey Skeels a certain peice or parcel of Land, Being all that part of Survey No. 3693 Situate and ly=ing on the waters of Bogues=Creek in the town=ship of Leesburg Union County Ohio - contained in the following bounderies to wit - Begining at the N.E. corner of John Wood's survey number 3692 running thence N. 7½ E. one hundred & fifty six (156) poles to Bogues=creek - running thence down with the meandering of the creek, to the corner of lot No 8 - owned by Jonathan Jones - thence with the W. line of lot No 8. to the N. line of the survey, thence with the original line of the survey to the place of begining - supposed to contain one hun=dred ~~and ninety~~ acres. For which the said Harvey Skeels agrees to pay to the said Robert Pharis the sum of Ten dollars per acre - in manner fol=lowing viz - Four Hundred dollars at the en=seating hereof - and the residue as follows Six hundred dollars on or before the 15th day of October next. also three hundred dollars on or before the 1st day of May 1839 and Six

hundred dollars in three equal annual payments from the 1st. day of April 1839-

Now on the receipt of the second payment being made by the said Harvey Skeels to the said Robert Pharis- If the said Pharis does convey said premises to said Skeels or his assigns by a good & sufficient General warrantee deed then this bond is to be null & void else in full force & vertue.

Said Pharis reserves two or three acres (Seal) on the creek at the corner of the said lot of land- also he reserves all the crop now growing-

Attest

John R. Brooks

Robert Phares (Seal)

Chancery Case File

Case No. 1848-CH-0005

X Lee - 8 - 337

No. 48-CH-S

UNION COMMON PLEAS COURT.

Demas Adams admr,
Plaintiff

against

Thomas Casey et al,
Defendant.

April 1849.

APR TERM, 1849
MAY TERM, 1849
DECREE FOR PLAINTF

Journal 4 Page 173

Record No. 5 Page 353

Ex. Doc. Page

SHORT & FORMAN, Printers, Cleveland, O.

May 29 – 1849 – Case heard and Adams ordered to carry out said contract and make deed to Simpson.

C-31

Prior Common Pleas

In Chancery

Demas Adams

Adms &c of

William L Casey deceased

vs

Thomas C. Silas. John,

Edwin. Mary, Louisa

and Catharine Casey &

Elizabeth Briggs late

Elizabeth Casey & Mrs

Green late Miss Casey

heirs &c of William L

Casey

Filed April 25 1846

John Cassidy Clerk

Costs $10,00 paid

Recorded

Recorded v

English & Martin

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

Your petitioner, James Adams, Administrator of William L Cosey deceased late of said Franklin County respectfully represents that said William L Cosey on or about the first day of October AD 1836 entered into a contract in writing with one John Dakins of Union County O. for the sale and conveyance to the said Dakins of the following described real Estate, to wit, One hundred and twenty acres off of the south part remaining unsold of Survey No 5307. Virginia Military land in Union County excluding the farm on the East side of the road and between the road and Matthias Collins for which said Dakins was to pay the sum of three hundred and ninety dollars, $130- of which was paid at the execution of the agreement and the balance in two equal payments of $130. each, payable on the first day of December 1837 and 1838 - the said Cosey stipulating upon the payment of the purchase money at maturity to make a good and sufficient Warranty deed for said land

Your petitioner further represents that the said William L Cosey in his life time once on or about the second day of October AD 1837 also entered into a contract in writing with Samuel Wheeler Jr of Union County O. for the sale and conveyance to said Wheeler of the following described land situate in said County of Union to wit: all the balance of Survey No 5507 in the Virginia Military District then remain

ing unsold, the amt sold being 100 acres to Longley, 100 acres to Liboll and 130 acres to to Dawkins, which it was then supposed would leave from 130 to 144 acres to be conveyed to said Wheeler. but Your petitioner is advised and believes from a survey which has since been made that at the time of the making said agreement with Wheeler there remained of the Survey unsold only 126 acres — by the terms of said agreement the said Wheeler was bound to pay for said land at the rate of three dollars and twenty five cents per acre, the last of which was to be paid by the first day of April AD 1838.

Your petitioner further represents that said William L Casey in his life time and on or about August 18 AD 1836 also entered into an agreement in writing with Judah Dodge for the sale and conveyance to said Dodge of the real estate following to wit, ~~Survey~~ 376 acres of land, being Survey No. 5724, in the Virginia Military District in said County of Union — for which said Dodge was to pay said Casey the sum of $940.00 in installments, the last of which becomes due October 10th AD 1839.

Your petitioner further represents, that before the completion of said contracts, and sometime in the year 1845, the said William L Casey departed this life, leaving no children but leaving heirs, brothers and sisters, Thomas B Casey, Silas Casey, John Casey, Edwin Casey, Elizabeth Briggs, formerly Elizabeth Casey, Mrs Green late Miss Casey and Louisa Casey, and Catharine Casey his widow, none of whom except the said

Catharine as your petitioner is advised and believes now resides in the State of Ohio. Your petitioner further represents that at the November Term of the Court of Common Pleas for the County of Franklin, Ohio, for the Year 1845. Your petitioner was by said Court appointed Administrator of the Estate of said William L Casey deceased and that he still continues to be the administrator of said Estate, and further represents that he is now desirous for and on behalf of the said heirs of the said William L Casey to complete the said contracts - that ~~the~~ all the said purchasers have on their part substantially complied with the terms of said contracts or are now ready so to comply.

Your petitioner makes the said heirs of the said William L Casey, the said Thomas G Casey, Silas Casey, John Casey, Edwin Casey, Elizabeth Briggs, late Elizabeth Casey, Mrs Green, late Miss Casey, Mary Casey, Louisa Casey and Catharine Casey

Your petitioner therefore prays that an order may be made by this Court, authorizing and appointing him as such Administrator fully to complete said contracts ~~of the~~ above named, of the said William L Casey deceased, and to make and execute deeds of conveyance for and on behalf of the said heirs of the said William L Casey, deceased to the said purchasers according to the terms and stipulations of their said contracts respectively

Thomas Adams
Admrs of William L Casey

Enfield & Smith
Attys

For value recd. I do hereby assign all my right interest and claim to the within Bond unto John Simpson for his use and benefit.

Novr 13th 1838.

John Aken

Filed June 25, 1848
John Lewis Clk

Sold to Mr Jakins one hundred & twenty acres off of the South part remaining unsold of Survey No. 5307, Bergen Military Land in Union County excluding, the pecan on ~~West~~ East side of the road and between the road & Mr. Collins land the dividing line to run East & West parallel with the original E & W lines of the survey for which Mr Jakins agrees to pay, three hundred & ninty dollars, one ~~hundred & thirty of which has been rec'd~~ per the hand of Mr Lewis, one hundred and thirty dollars, payable on or before the first of ~~Dec~~ December next - one hundred and thirty dollars on the 1st of December 1838, both payments with interest from date, for which last ~~If said Jakins shall~~ named sums said Jakins has executed his notes of hand for ~~them the two last named sums~~, which if paid on maturity I bind myself to make a good & sufficient warrantee deed, for said land

Columbus, 1st Oct 1836

Wm Perry

One hundred Twenty acres off the South part remaining unsold of Survey No. 3307 V.M.D. in Union County including the pine on the east side of the road. and between the road & Matthias Collins. the dividing line to run east & West parallel with the Original E & W line of the Survey One hundred Twenty acres ~~[illegible]~~ Contract assigned to John Simpson Nov 19 1838

Send the Deed to Morganville Post Office

Collins
Mathew entry taker
Union Co

Filed Dec 28, 1848
John Lacie clk

9 3/4
11.16
3.11.
19.62
64.75

2 5.75
29

9 3/8
5.53

Received of John Dakin Seventy & 7/100 dollars it being the amount due to the estate of Wm L. Casey on two notes of $130 each dated Oct. 1. 1846 given to said Casey by said Dakin for the purchase of a tract of land which is described in a Contract held by said Dakin. there having been sundry payments heretofore made on said notes & leaving the balance due as above. And as soon as I can procure authority for the Court or Legislature I am to execute a Deed to said Dakin

Oct. 22 1846

Demas Adams
Admin^r. of Wm L Casey
Deceased

Copies of Contracts
for sale of Land
Entered into by
Wm L. Casey, Dec'd

Articles of Agreement made and entered into this second day of October 1837 between Wm L Casey of Columbus, O. on the one part, and Samuel Wheeler Jr of Union County, O of the other part witnesseth that the said Casey has sold to the said Wheeler for considerations hereinafter mentioned all the land in Survey No 8807 remaining unsold, the amt sold being 100 acres to Longhey, 100 to Sybolt, 130 to DeRiins, which would leave from 130 to 144 acres, be the same more or less the said Wheeler agrees to pay for the same at the rate of three dollars and twenty five cents per acre, of which he has paid sixty dollars in hand, one hundred and forty to be paid in Thirty, and the remaining amount to be paid by the 1st day of April next, no notes has been given for the deferred payments but when the payments are made Casey is to read on the articles for the same

Wm L Casey

Filed June 27th 1838
John Capsie, Clk

NOTICE.—Thomas G. Casey, Silas Casey, John Casey, Edwin Casey, Mary Casey, Louisa Casey, Elizabeth Briggs, late Elizabeth Casey, Mrs. Greer, late Miss Casey, heirs, &c., of William L. Casey, late of Franklin co. Ohio, deceased, and Catharine Casey, widow of said William L. Casey, will take notice that the undersigned as administrator of said William L. Casey, has this day filed his petition in the Court of Common Pleas of Union co., Ohio, the object and prayer of which is to obtain an order of said Court at its nex: term authorizing and appointing the undersigned to complete for and on behalf of the heirs of said William L. Casey certain contracts for the sale and conveyance of certain real estate lying and being in said county of Union, entered into by the said William L. Casey, prior to his death, and that they are made parties defendant to said petition. DEMAS ADAMS,

Adm'r of William L. Casey, dec'd.

April 25, 1848. n19w4.

State of Ohio Union County ss

P. B. Cole editor of the Agriculturist & Union County Advertiser a paper published and in general circulation in the County aforesaid makes solemn oath that the Notice hereto attached in the case of Demas Adams Adm. of Wm. L. Casey vs the heirs of said petition to compel Real Contract made by deed ~~with~~ that said Notice was published in said paper for four consecutive weeks commencing April 25 1848

P. B. Cole

Sworn to & subscribed in open Court

John Cafsil, Clerk

June 27 1848.

Printers fee $2.00

on the Note due October 1838.

Rec— Nov 14.58

1839 Jany 9 50.75 per Chapman

" Nov 1— 124.00

Rec. on the within bond forty dollars for W. L. Casey
Columbus Sept 30th 1840 John Dixon

Received on the within bond Forty one dollars
Columbus Feby 7th 1842 for W L Casey
T. Van Vechten

Received of Indah Dodge Jr. one hundred and fifteen dollars & ten cents. which completes the payment for the within described land. and a Deed is to be made as soon as I can obtain an order of Court or authority from the Legislature. Dec 11. 1845

Wm L Casey
Bond

Demas Adams
administrator of
Wm L. Casey Dec.

18 5/10

Articles of Agreement made and entered into this 17th day of August 1836 by and between William L. Casey of the City of Columbus in the State of Ohio on the one part and Judah Dodge Junr. of the other part Witnesseth —

That said Casey has this day sold to said Dodge Three hundred & Seventy Six acres of land, being the whole of Survey No. 5724 in the Virginia Military District situated in the County of Union in the State of Ohio. In Consideration whereof said Dodge agrees to pay said Casey the sum of Nine hundred & forty Dollars, being two Dollars & fifty cents per acre, four hundred & fifty Dollars of which is hereby acknowledged to have been recd. two hundred Dollars is to be paid on the 10th day of October 1837. One hundred and forty five Dollars on the 10th of October 1838 and one hundred & forty five Dollars on the 10th of October 1839 with Interest, and for the three last named sums said Dodge has executed to said Casey his several notes of hand bearing date this day — And said Casey hereby binds himself his heirs executors and Administrators that on said Dodge Completing the payments for said land that he will make to said Dodge a good and sufficient Warranty Deed therefor —

And it is also further agreed that in case said Survey should on a resurvey to be made by Levi Phelps fall short of the quantity above stated, to the

amount of Sixteen acres then and in that case Nine hundred Dollars is all that said Casey is to receive and the forty Dollars is to be deducted from the last note –

In witness whereof the Parties have hereunto set their hands and seals this day and date above written

Witness
John Field

Wm. L. Casey
by his agent
Dennis Adams

Judah Dodge, Jr.

Columbus Sep 18th 1857. I hereby confirm & ratify the within contract.

Wm L Casey

Contract to sell
land to
Sam Wheeler
& Union Co

1857 Dec 6th Rec'd in Mangersville of the Wheeler
fifty Dollars on his Purchase

Filed June 28, 1848
John Cassel Clk

I have sold this 2d day of Sep 1857 to Saml Wheeler the remaining part of Survey in Union Co. No 5507. for 3,,50 per acre there is from 130 to 144. acres. he has paid me in hand 60,,00. 140,,00 to be paid in thirty days. the balance by the 1st of Apr next

Wm L Carey

104
22
126
3½
378
62
Say, 126 acres at 3,50 is 440
payment 60,,
pmt in Dec 50
110
110
330 due + interest

Chancery Case File

Case No. 1848-CH-0006

No. 48-CH-7

Union Common Pleas Court.

Josiah W Henry et al
Plaintiff,

AGAINST

Albert M Hathaway et al
Defendant.

AUG TERM. 1849

DECREE FOR PLAINTF

Journal 4 Page 229

Record No. 3 Page 435

Ex. Doc. Page

of inheritance in said premises from said decedent, be made parties defendants to this petition; that the dower of your petitioner Rachael Hathaway may be set off; and that your petitioner may be ordered to sell said real estate, or so much thereof as may be necessary to the debts of said estate &c. and such other relief &c.

By Allison & Curry Solts for Petns.

Clerk will issue Subpoenas to the defendants in the foregoing Petition mentioned. June 1st 1848

Allison & Curry Solts

28

In Union Com Pleas

Louisa D. Henry & Rachael Hathaway Admrs of D. H. Hathaway

vs

Albert H. Hathaway et al

Pet to Sell

Filed June 1, 1848

John Cassidy Clk

Court Dec made

Recorded

AUG TERM. 1849

Allison & Curry

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

Your Petitioners Josiah D Henry and Rachael Hathaway, administrators of the estate of David H Hathaway deceased, respectfully represent, that the total value of the personal estate and effects of said decedent is, as near as can be ascertained, (after deducting mutual claimes to and from said estate and the estate of Joseph C Phifer deceased amounting to one hundred and sixty dollars each) about four hundred dollars, which will be realized therefrom.

That the amount of debts owing by the deceased, (after making the aforesaid deductions) as nearly as they can now be ascertained amount, to five hundred and fifty two dollars, and the amount of the charges of administration about One hundred and thirty dollars. The personal estate and effects are insufficient to pay said debts.

The said decedent died seized of the real estate hereinafter described, to which he had an equitable title, the purchase money having been paid in full, and a Bill in Chancery filed by him was then pending for the title. That since the death of said decedent, your petitioners having been made parties complainants to said Bill, a decree was rendered by this Court in their favour, against the Heirs of said Hathaway grantor who were defendants in said suit, for the said premises in fee simple, for the benefit of the heirs of said decedent Hathaway. The said real estate is bounded and described as follows. Situate in the County of Union Ohio, being part of Survey No. 3444 beginning at two beeches in the west line of said survey and N.W. corner to Solomon Cook and the cities of Hay & Hopkins, thence with his line S. 82¼ E. 150 poles to two beeches and red oak S.W. corner to Charles Burr, thence with his line N. 7¾ E. 168¾ poles to two beeches and a sugar S.E. corner to James Gaston; thence with his line N. 82¼ W. 150 poles to three beeches in the west line of said Survey; thence with said line S. 7¾ W. 168¾ poles to the begining Containing one hundred and fifty seven and one half acres more or less.

The said decedent died, leaving your petition Rachael Hathaway his widow who is entitled to dower in said premises.

The following persons are the heirs having the next estate of inheritance in the premises above described, from the decedent, namely Albert M Hathaway, Rachael L Henry (wife of your petitioner Josiah D Henry) Mary A Smith and John N Smith her husband, all of whom are adults, and Ralph W Hathaway, Joseph A Hathaway, and Sarah E Hathaway all of whom are minors. Your petitioner prays that the said persons above mentioned and described, having the next estate

The State of Ohio, } I, Joshua Garnes do make
Clark County ss } solemn oath, that on the 28th day
of August 1848 I served the
within named Rachael L Henry and
Ralph W Hathaway each with a notice of which
the within is a true copy. Joshua Garnes

Sworn to and subscribed before me this 29th day
of August 1848

J. R. Kuigle J.P.

Hathaway Adams
vs
Heirs of Hathaway

Proof of service

Filed Aug 29 1848
Wm Cassil Clk

To Rachael L Henry, & Roelph W Hathaway

You are hereby informed, that we have filed a petition as administrators of the estate of David H Hathaway, deceased, in the Court of Common Pleas, of Union County, for the sale, &c of the real estate of said decedent; and shall, in pursuance of the prayer of said petition, on the first day of the September term 1848, of said Court, to wit; on the 19th day of September 1848, or as soon thereafter as Counsel can be heard, ask for an order for the assignment of the dower of the widow of David H Hathaway in and for the sale of the following real estate of which the said David H Hathaway died seized, or so much thereof as may be necessary to pay his debts, to wit. the homestead and farm upon which said David H Hathaway resided, at the time of his decease, being part of Survey No 3443 Virginia Military District, situate in Union County, Ohio, and containing One hundred and fifty seven & one half acres, more or less.

Dated

Josiah L Henry &
Rachael Hathaway } Admtrs of David H Hathaway, decd

In Union Com Pleas

Henry & Hathaway adm'rs
&c.

vs

Albert N Hathaway et al

Proof of Publication

Filed August 14th 1849
James Kirkpatrick Clerk

SALE of Real Estate by order of Court. On the 13th day of August A.D. 1849, at 2 o'clock P. M. at the door of the Court House, in the Town of Marysville, will be sold to the highest bidder, the following real estate, as the property of David H. Hathaway, deceased, to wit: situate in the county of Union, Ohio, being part of survey No. 3444, and bounded as follows: Beginning at two beeches in the west line of said survey, and N W corner to Cook's land, thence with the line of said Cook and the line of Hopkins S 82¼, E 150 poles to a stone, 2 beeches and a red-oak, S W corner to Charles Burr's lot, thence with his line N 7¾ E 53¾ poles to a stake and stone, S E corner to the Dower lot of Rachael Hathaway; thence with her line N 82¼ W 150 poles to a stake; witness two ashes and an elm in the west line of said survey; thence with said line S 7¾ W 53¾ poles to the beginning; containing fifty acres. Appraised at $8,00 per acre. Terms of sale: One half cash in hand, and the ballance in one year, with interest from the day af sale; to be secured by mortgage on the premises.

JOSIAH D. HENRY,
RACHEL HATHAWAY,
Administrators of David H. Hathaway, deceased.

July 11, 1849. n6w4

P. B. Cole of the County of Union being duly sworn deposes and says that a Copy of the notice hereto attached was published on the 11th day of July A.D. 1849 and weekly for more than thirty days thereafter, in a newspaper called the Argus, and Union County Advertiser (of which he is the Editor) and that said newspaper was then in general circulation in the said County of Union.

P B Cole

Sworn to and subscribed in open Court this 14th day of August 1849.

James Pinkerton Jr Clerk

Union Com. Pleas

Josiah D Henry & Rachel Heathway Adm & c
vs
Albert M Heathway & ors

Sub in Chy

Filed June 12, 1848
John Cassil Clk

Served this writ June 8. 1848 by delivering to Albert M. Hathaway, Joseph A. Hathaway & Sarah C. Hathaway and Mary A. Smith each a certified copy of this writ, and by leaving a certified copy at the residence of John V. Smith, Sallance & defendant not found.

Fees = copies 62½
mileage 7
service 1.75 = $2.44½
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 Albert M. Heathaway, Rachel S. Henry. ~~[illegible]~~, Mary A Smith. John N. Smith. Ralph N. Heathaway. Joseph A. Heathaway. and Sarah E. Heathaway.

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 to sell land to pay debts, & assign dower, ~~in Chancery~~, exhibited against them by Josiah D. Henry. & Rachel Heathaway administrators of D. H. Heathaway. deceased

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

Witness John Cassil, Clerk of our said Court, at the court house, this 1st day of June A. D, 1848

John Cassil Clerk of Com. Pleas.

In Union Common Pleas

Hathaway & Others

vs

Hathaway & Heirs

Report of Appraisers

Filed Sept 21 1848
John Cassidy CM

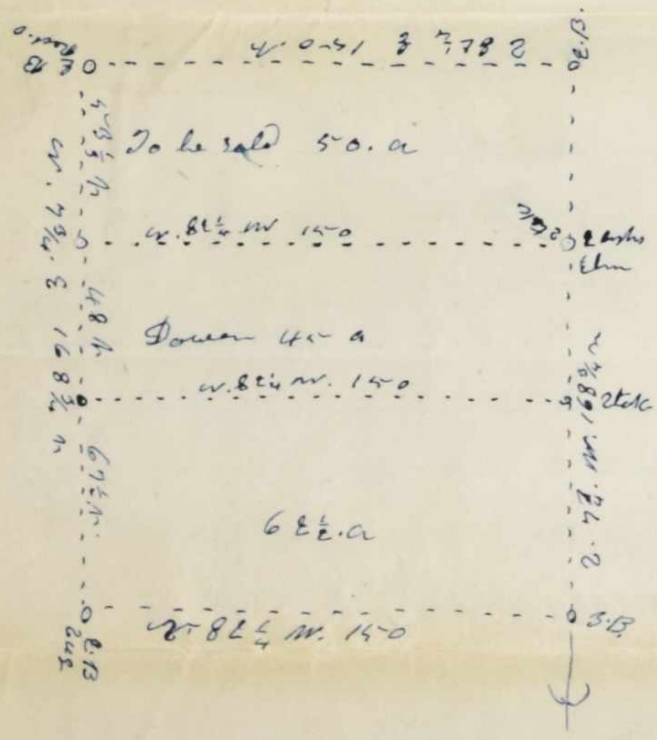
Report of 6 men of Dover & after inquiring & view of sale. One half cash in hand, & one half in one year thereafter - inquired by mutual & sworn & note & mortgage on the premises -

In obedience to the Commands of an writ order to set off Dower to Rachel Hatch a way Widow of D. H. Hatch late of Seniour County Ohio and to Appraise land we the under signed Beard Re port that after being sworn as the law directs upon a actual view of the lands named in sd writ set off to sd Rachel Hatch a way as her equal third part of 15 7½ acres of land in survey No 3444 forty five acres Bounded as follows Begining at a stake and stone in the East line of the lot W 7¾ E. 5 3⅓ poles from the S. E. Corner of sd lot & S. W. Corner to Charles Beers lot then with sd line W. 7¾ E. 48. poles to a stake & Stone then W. 82¼. W. 150 poles to a stake in the West line of the Survey then with sd line S. 7¾. E. 48. poles to a stake with witness 2 ash & an Elm then S. 82¼. E. 150 poles to the beginning

We also set off to be sold to pay the debts of the Estate of sd D. H. Hatch a way fifty acres on the South end of sd lot Bounded as follows Begining at 2 Beaches in the west line of the survey & South West Corner to sd lot & W. W. Corner to Cooks lot then Running with Cooks & Hatch Heirs line S. 82¼. E. 150 poles to a stone & 2 Beaches & a Red oak S. W. Corner to Charles Beers lot then with his line W. 7¾. E. 5 3⅓ poles to a stake & stone S. E. Corner to the above named dower then with the line of sd Dower W. 82¼. W 150 poles to a stake, witness 2 ashes & an Elm. S. W. Corner to the Dower in the West line of the survey then with sd line S. 7¾. W. 5 3⅓ poles to the beginning. which we appraise at Eight dollars per acre Rather and a fourth the discription is made to the plat there with returned

Wm. B. Green
E. Hammond
Nathaniel Raymond } Commissioners

fees
Nathaniel Raymond $1.00
E. Hammond 1.00
Wm. B. Green 1.00



I here by Certify the above to be a Correct plat of a lot of 15 7½ acres in Survey No 3444 with the divisions there of as made this 20th day of Sept 1848 in the execution of an order to set of Dower and Appraise land for sale issued by the Court Common pleas at their Sept Term 1848 in the above case Wm. B. Green see page 110

fees $2.50

In Union Com Pleas

Henry & Hathaway
Admrs &c

vs

Albert M Hathaway
et al

Report of Sale

Filed August 14. 1849
James Kirkpatrick Clerk

Josiah D Henry &
Rachael Hathaway adm'trs
of David H Hathaway dec'd.
vs
Albert N Hathaway et als

Union Common Pleas.

Petition to sell Land.

In pursuance of an Order of ~~Sale~~ made at the September term 1848 of said Court, We 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 2 o'clock on the 13th day of August A.D. 1849 at the door of the Court House in the Town of Marysville, Ohio. We offered said property at public vendue and Miles Flin and William Flin having bid therefore Five dollars and thirty four cents per acre and they being the highest and best bidders, and the same being more than two thirds of the appraised value thereof. We struck off and sold the same to them for that sum.

Fees:

Publication of Notice $
" " " $
at a former Offer

Josiah D Henry,
Rachel Hathaway,

Administrators of David H Hathaway dec'd

Union County Ohio

Josiah O Harris & Rachel Hathaway Admr of D A Hathaway

vs

Mitchell Hathaway et al

Filed Sept 20, 1848

Joh Curwin Clk

The State of Ohio Union County Ss

I hereby Certify that Ezriel Hammond ~~Jeremiah~~ Nathaniel ~~Lane~~ Raymond and William B. Brown were sworn to discharge the requirements of the within writ according the best of their ability Sept. 20. 1848

M G Wadhams J P.

67

5101

2893

The State of Ohio, Union County, ss.

I, John Cassil Clerk, of the Court of Common Pleas in and for the County & State aforesaid, do hereby Certify that the following Entry is truly Copied from the Journal of said Court of the September term A.D. 1848, to wit,

Josiah D Henry & Rachael Hathaway Admr of D. H. Hathaway vs Albert M Hathaway et al } Pet. to Sell. An motion to the Court by Messrs Allison & Carey Counsel for the Petitioner. It is Ordered that the said Rachael Hathaway be endowed of the equal third part of the following real estate in the petition mentioned to wit, bounded and described as follows. Situate in the County of Union Ohio, being part of Survey No 3444, begining at two beeches in the west line of said Survey and N. W. Corner to Solomon Cook, thence with his line and the lines of Ray Hopkins S. 82¼, E. 150, poles to two beeches and red oak S. W. Corner to Charles Burr, thence with his line N. 7¾, E. 168¾ poles to two beeches and a sugar S. E. Corner to James Gaston, thence with his line N. 82¼, W. 150 poles to three beeches in the west line of said Survey, thence with said line S. 7¾ W. 168¾ poles to the begining Containing One Hundred and fifty Seven and one half acres more or Less. and It is further Ordered that William B. Irwin, Ezekiel ~~Hamilton~~ Hannon and Nathaniel Raymond, being first duly sworn do upon actual view of the premises Set off and assign the said dower to the said Rachael Hathaway, and make return of such assignment, and also run off from the balance so much as will secure by sale three Hundred Dollars the probable balance of Claims due from said Estate, and appraise the same free of Dower and report herein forthwith,

Witness my hand and the Seal of said Court this 20th Day of September A.D. 1848

John Cassil, Clerk,

157
95
628

Chancery Case File

Case No. 1848-CH-0008

No. 48-CH-8

Union Common Pleas Court.

David Danforth adm
Plaintiff,

AGAINST

Andrew Herd et al
Defendant.

SEP TERM. 1843

DECREE FOR PLAINTF

Journal 4 Page 139

Record No. 5 Page 315

Ex. Doc. Page

In Union Com Pleas

David Danforth Admr
of Wm Herd. decd

vs

Andrew Herd et als

Pet to sell Land

Filed June 6th 1845
John Cassie clk

Sale confirmed &
deed ordered Sept 5. 1845

Cost bill made
Recd

Recorded

Allison & Conroy

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

Your Petitioner, David Danforth Administrator of the estate of William Herd deceased, respectfully represents: That the total value of the personal estate and effects of said decedent, is as near as can be ascertained one hundred and seventy three dollars and seventy cents including the amount of the sale bill $140.66 and the ballance from the claims due said estate all of which will be realized ~~[illegible]~~

That the amount of debts owing by the deceased, as nearly as they can be now ascertained together with the costs and charges of administration amount to four hundred and forty four dollars. The personal estate and effects are insufficient to pay said debts.

The said decedent died seized in fee simple of the following real estate situate in the County of Union and State of Ohio, being part of Survey Nos. 5778 — 5641 — 5806 — & 6495 and bounded and described as follows, Begining at a maple and two beeches the original South west corner of said survey, thence with the south line of said survey N. 80. E. poles to the South west corner of Sewell G Hartshorn, thence with said Hartshorns west line to his North west corner in the centre of the Delaware and Bellefontaine State Road, thence with the centre of said road to the west line of said survey, thence with said line S. 7. W. to the place of begining, containing one hundred and seven acres being known as Lot No 1 of the subdivision of said survey.

The said decedent left no widow.

The following persons are the heirs having the next estate of inheritance in the premises above described, from the said decedent, namely, Andrew Herd, Samuel G Smith and Elizabeth J Smith, his wife who are adults, and James Herd and Richard Herd minors, ~~the said~~ Andrew Herd is Guardian for the said James Herd, and Joshua Indy for the said Richard Herd.

Your petitioner prays that the said persons above mentioned and described, having the next estate of inheritance in said premises, from said decedent, be made parties defendants to this petition; And that your petitioner may be ordered to sell said real estate, &c. and such other relief, &c.

By Allison & Curry Sol'rs for Pet'r

In Union Com Pleas

David Lanforth
admr of Wm Herd decd

vs

Andrew Herd et als

Report of Sale

David Danforth Admr of William Herd decd
vs
Andrew Herd et als

Union Common Pleas.
Petition to sell land

In pursuance of an order of sale made at the June Term A.D. 1848 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 store of P. Manchester, in the town of Newton, Union County, Ohio, on the 4th day of August 1848, I offered said property at public vendue, and Daniel Melin Jr. having bid therefor five dollars per acre, 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.

David Danforth
Admr of William Herd, deceased

Fees.
Publication of Notice $2.50

Printers Recpt
$2.50

Vouchers
No. 21

Recd of David Mantforth, admr. of the Estate of William Hard deceased, two dollars in full for advertising notice of the sale of land belonging to said estate

Aug. 7, 1848

P. B. Cole
by Geo. Smith

Appeal Report

D Danforth adm
vs
Andrew Hood

Filed June 28, 1848
John Lemaire clk

State of Ohio Union Co ss

On the 28 day of June 1848 before me personally appeared John Raymond Benj Tucker & Nathaniel Raymond the above named & made solemn oath that they will upon actual view honestly & impartially appraise the real Estate of Wm Herd Deceased in pursuance of the order of the Court of Common pleas of Union County in the case of David Danforth Administrator vs Andrew Herd & others

M T Wadhams J P for
Said County

David Danforth Administrator of Wm Herd
against Andrew Herd & Others

In obedience to the order of the Court in this case after being first duly sworn & upon actual view of the premises in said petition described we the undersigned appraisers do Estimate the just value of said real Estate to be five dollars pr acre

John Raymond
Benjamin Tucker
Nathaniel Raymond

Fees of Appraisers Each $1.00
Certificate & oath of appraisers 25

Recd of D Danforth one dollar Each Fee as appraisers in the above case

John Raymond
Nathaniel Raymond
Benjamin Tucker

Recd Pay Fees twenty five cents
M T Wadhams J P

Union Com Pleas

D Danforth Admr &c
by
Andrew Hood

Order of Appointment

Filed June 28, 1848
John Cassil clerk

The State of Ohio Union County Ss.

I John Cassil Clerk of the Court of Common Pleas in and for the County & State aforesaid hereby Certify that the following entry made at the June Term 1848 is truly Copied from the Journal of said Court to wit,

David Danforth Admr of Wm Herd Decd. vs Andrew Herd et als } Pet to Lell Sand.

An motion to the Court by Messrs Allison & Henry Counsel for the Petitioner It is Ordered that John Raymond Nathaniel Raymond and Benjamine Tucker, being first duly sworn do upon actual view of the premises make a just valuation of the following real estate to, wit, part of Survey No. 5778-5641-5806-& 6495. and bounded and described as follows beginning at a maple and two beeches the original south west corner of said Survey thence with the south line of said Survey N. 80. E poles to the south west corner of Sewell G Harlston thence with said Harlston's west line to his north west corner in the Centre of the Delaware and Bellefontaine State road thence with the Centre of said road to the west line of said Survey thence with said line S 7. west to the place of begining Containing One hundred and seven acres being known as Lot No. 1 of the subdivision of said Survey. and that they return such valuation Forthwith to this Court,

Witness my hand and seal of Office this 27. Day of June AD 1848

John Cassil Clerk

Filed Sept. 18 - 1848
John Capoillent

Sale of real estate by order of Court.

ON the 4th day of August, 1848, at 1 o'clock, in the afternoon, at the store of P. Manchester in the town of Newton, Union co. Ohio. will be sold to the highest bidder the following real estate as the property of William Herd, deceased, to wit: Situate in the county of Union, Ohio, being part of survey Nos. 5778--5641--5806 and 6495, and bounded and described as follows: beginning at a maple and two beeches the original southwest corner of said survey; thence with the south line of said survey N 80 E — poles to the southwest corner of Sewell G. Hartshorn; thence with said Hartshorn's west line to his northwest corner in the centre of the Delaware and Bellefontaine State Road; thence with the centre of said road to the west line of said survey; thence with said line S 7 w to the place of beginning, containing one hundred and seven acres; being known as lot No. 1 of the subdivision of said survey. Appraised at $5,00 per acre. Terms of sale cash in hand.

DAVID DANFORTH,
Admr. of William Herd, deceased.
July 5, 1848. n7w4

Personally appeared P. B. Cole in open Court and made solem oath that the notice hereto attached was published for four consecutive weeks, commencing on the 6th day of July A.D. 1848 in the "Argus" a weekly newspaper printed, and in general circulation in Union County, Ohio

P B Cole

Sworn to and subscribed this 19th day of September A.D. 1848

John Capil, Clerk

Fee 2,00
Rec'd pr fee P B Cole

In Union Com Pleas

David Danforth Adm of Wm Herd decd

vs

Andrew Herd et als

Waiver of process & Consent to sale by defendants

Filed June 6. 1848
John Lessil Clk

David Danforth Admr of William Herd Deceased
vs
Andrew Herd Samuel G. Smith and Jain his wife in their own person and Richard Herd by his Guardean Joshua Judy and James Herd by his guardean Andrew Herd came and waived process and appear to said petition and hereby consent to the sale of the premises in the petition Discribed as prayed

Common Please

Petition to Sell Land

Andrew Herd heir
and guardian for James Herd

Samuel G. Smith
Elizabeth J. Smith
Joshua Judy
Guardian of
Richard Herd

Chancery Case File

Case No. 1848-CH-0009

No. 48-CH-9

Union Common Pleas Court

J. F. Beal et al Ex.
Plaintiff,

against

David M. Bealsheir
Defendant.

MAY TERM. 1849

Decree for Plaintiff

Journal 4 Page 193

Record No. 5 Page 372

Ex. Doc. Page

the writ of Subpena may accordingly issue against them, - that they may be compelled to answer all & singular the premises & that your Petitioner may be authorized to sell & convey so much of said real Estate as will discharge the debts of said decedent, with incidental charges, under such regulations as are provided by law

By Cole & Bitter
their Attys -

Issue a subpoena to the Sheriff of Monroe Co. for John Elwell & Elnora, ~~Boal~~ Martha E. Boal Cornelius & Boal, and to the Sheriff of Green County for Samuel L. Reed & Margaret Reed his wife

Cole & Bitter

a-

Union Com. Pleas

O. H. Boal et al, Exors
vs
The Heirs of David McBride
deceased

Petition & subpoena

Filed this 6th 1878
Prothonotary
Oct. 1878 Term
Recorded
By C. & B.

Recorded
By C. & B.

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

James H. Boal & George M. Boal Executors of the last will & testament of David M. Boal, deceased, late of the county of Union & State of Ohio, represent that the personal property of said decedent is insufficient to pay the debts of the Estate; that all of the personal property of said decedent has been exhausted & that said estate is owing one hundred & thirty one dollars & twenty six cents, which is yet unpaid; that said decedent died seized in fee simple of the following real Estate, situate in the county of Union & State of Ohio & bounded & described as follows to wit; Part of Lot 24 in Survey No. 5134 commencing at a stake in the centre of Darby Creek Road in the West line of the original Survey thence N 36½ W 117 poles to a small beech & 2 sugartrees; thence N 53½ E 72 poles to a dogwood, witness beech, sugartree & dogwood; thence S 36½ E 136 poles to a stake; thence S 12 E 16 poles to the Darby Creek Road; thence with the Road S 78 W to the beginning containing sixty two and one half acres, being all that part of Lot No. 24 which remained after a sale of part thereof to Waller Marshal

Your Petitioners further represents that said decedent died leaving no widow, & that the following persons are the heirs, having the next estate of inheritance in in the premises above described from the said decedent namely; John Boal who resides in the State of Indiana, Samuel L. Reed & Margaret Reed his wife, late Margaret Boal, John E. Reed of Delaware & Samuel E. Reed, Alvira Boal, Martha Eliza Boal, & Cornelia Ann Boal the latter three minors, together with your petitioners —

Your Petitioners therefore pray that the above named John Boal, Samuel L. Reed & Margaret Reed his wife, late Margaret Boal, Martha Eliza Boal & Cornelia Ann Boal may be made parties defendants to this petition; and that

Union Com. Pleas

J. F. Boal Adm Exr.
vs
The heirs of David M. Boal
dec'd

Subpoena

State of Ohio Franklin County ss
Personally appeared before me a Justice
of the peace in & for said County
Who being first duly
sworn deposeth & says he served
the within named Armchann Boal
with a copy of the writing on the
day of June 1848

Sworn & subscribed before
me this day of June 1848 J. P.

The State of Ohio, Union County, ss.

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

We command you, that you summon Cornelia A. Boal

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 her, Wife by James F. Boal & George M. Boal, Executors of the Estate of David M. Boal, Deceased

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

Witness John Cassil, Clerk of our said Court, at the court house, this 17th day of June A. D, 1848

John Cassil Clerk of Com. Pleas.

Filed Nov 8, 1848
James Kirkpatrick Clk

The State of Ohio Union County ss

On the second day of November 1848 before me personally appeared John McCampbell William Baggs and Jesse Gile within named and made solemn oath that they would upon actual view honestly and impartially appraise the real estate of David Beal deceased in pursuance of the order of the court of common pleas of Union County in the case of J. J. Beal Exr vs The heirs of David Beal deceased

November 2 1848

Perry Buck
Justice of the peace of
said County

James F. Boal
George M Boal
Executors of ~~D. M. Boal~~
vs
The heirs of D. M. Boal

Petition to sell Land
for Allow Com. Pleas

I acknowledge that I have notice of the pendency of the above petition, in due time, and I have no objections & do consent to the Confirmation of the sale of said Land

E C A Boal

June 1849

Union Com Pleas

D. F. Boal Adm Exr
vs
the heirs of David M
Boal Deceased

Order of Sale

Filed Nov 8. 1848
James Kirkpatrick Clk

May 29 1849 offered the within premises for sale after having advertised the sale for four consecutive weeks in the Marion Gazette & Democrat and Union & Mirror as appears by Affidavits of the publishers which are on file & sold the premises to John M. Campbell for the sum of Twenty Dollars & Sixty cents he being the highest & best bidder & bidder & paid the sum therein & gave his bond with James F. Boal & Wm. H. Boal his sureties for the purchase money & the premises appraised & value by the appraisers

James F. Boal
Pro. of W. H. Boal
Executors of D. M. Boal

Appraisers Fees
John McCampbell $2.50
Jesse Gill 2.50
William Biggar 2.50

Sold pursuant to the Order of the Court of Common Pleas of Union County and State of Ohio in Sept 1848 we the undersigned have proceeded to view the within described premises and do estimate the same at two dollars per acre

Appraisers
John McCampbell
Jesse Gill
William Biggar

The State of Ohio Union County ss.

I James Kinkade Jr. Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio, do hereby certify that the following Entry is truly copied from the Journal of said Court of the September Term A.D. 1848. Towit.

J. F. Boal Nals Exrs } Pet. to Sell Land.
vs
the Heirs of Said M Boal Deceased } On motion to the Court by P B Cole Counsel for the Petitioner It is Ordered that the Said James F Boal & George M Boal, proceed upon the Oath of John McCampbell, Jesse Gill, & William Bigger, three disinterested free holders not of kin to either of the parties to appraise the following real estate in said petition described to wit. Situate in the County of Union and State of Ohio, & bounded & discribed as follows, part of Lot No 4 in Survey No 5134, Commencing at a stake in the centre of Darby Creek road in the west line of the Original Survey thence N 36½ W. 117 poles to a small beech & 2 sugartrees thence N 53½ E 72 poles to a dogwood witness beech sugartree & Dogwood thence South 36½ E. 136. poles to a stake thence South 12. E 16 poles to the Darby Creek road thence with the Darby Creek road S 78. W to the begining Containing Sixty two & One half Acres being all that part of Lot No 4. which remained after the Sale of part thereof to Wallet Marshall and it is further Ordered that the Said James F. Boal & Georg M Boal, proceed according to Law to sell said real estate in said petition described & upon the following terms towit. Cash in hand and it is further Ordered that the said James F Boal and George M. Boal, make return of their proceedings in the premises to the next term of this court,

Witness my hand and the Seal of Said Court this 1st Day of November A. D. 1848.

James Kinkade Jr. Clerk.

Union Com Pleas

S. F. Beal Pltf &c
vs
The heirs of David M Read
&c &c

Subpoena Chy

Filed June 13th 1848
John Larsch Clk

Rec.d this Writ on the ninth of June 1848
In obedience to the command of the within Writ
I have made service by personally reading to the
Within-named Samuel L Read and Margret Read
also gave each of them a copy
June 13th 1848 Samuel Harvey Shff G C

fees Service	55
milage	40
2 copys	40
	$1.35

The State of Ohio, Union County, ss. Green

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

We command you, that you summon Samuel S. Reed and Margaret Reed

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 Wal by James F Boal & George M Boal Executors of the Estate David M Boal decsd,

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

Witness John Cassil, Clerk of our said Court, at the court house, this 6th day of June A. D, 1848

John Cassil Clerk of Com. Pleas.

Union Com Pleas

S. F. Boal Adm Etc
vs
the heirs of Daniel Boal
Dec'd

Sub in Chy

Filed June 19, 1848
John Cassil Clk

Served this writ by delivering to each of the within named defendants a certified copy thereof on the 15th day of June 1848
Fees - mileage 25
Copies - 37½
Service - 75 = 1.37½
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 John Elwell, Alvira Elwell, and Martha E. Boal,

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 etc by James F Boal & George M. Boal, Executors of the Estate of David M Boal dec'd.

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

Witness John Cassil, Clerk of our said Court, at the court house, this 6th day of June A. D, 1848

John Cassil Clerk of Com. Pleas.

Boals
vs
Boals

Proof of publication

SALE of Real Estate by Order of Court. On the 29th day of May, 1849, between the hours of ten o'clock, a m, and 4 o'clock, p m, at the door of the Court house in the town of Marysville, will be sold to the highest bidder the following Real Estate as the property of David M. Boal, deceased, to wit: Part of Lot No 4 in survey No 5134, commencing at a stake in the centre of Darby creek road in the west line of the original survey; thence N 36¼ w 117 poles to a small beech and 2 sugartrees; thence N 53¼ E 72 poles to a dogwood, witness beech, sugartree and dogwood; thence S 36¼ E136 poles to a stake; thence S 12 E 16 poles to the Darby creek road; thence with the Darby creek road S 78 w to the beginning, containing sixty-two and one half acres, being all that part of Lot No 4 which remained after the sale of part thereof to Waller Marshall. Appraised at $10,00 per acre. Terms of sale cash down.

JAMES F. BOAL,
GEORGE M. BOAL,
Executors of the will of D. M. Boal, dec.

April 25, 1849. n48w4

The State of Ohio
Union County } ss

Personally appeared before me David White English and made solemn oath that the advertisement hereunto attached was published for four consecutive week, commencing the 25th day of April A.D. 1849, in the "Argus" a weekly newspaper printed in the County of Union, Ohio, & that said newspaper was at that time in general circulation in said county

D. W. English.

Sworn to & subscribed before me this 29th day of May A.D. 1849

James Lowes J.P.

Baal
vs
Baal

Filed June 29 1848
John Cassil, Clerk

UNION COMMON PLEAS.

PETITION TO SELL LAND.

JAMES F. BOAL & GEORGE M. BOAL, EXECUTORS OF D. M. BOAL, DECEASED,

vs.

JOHN BOAL, et al. HEIRS OF THE SAID DECEASED.

TO John Boal, and the other heirs and legal representatives of David M. Boal, deceased:—You are hereby informed that on the 6th day of June, 1848, said Executors filed their petition in the Court of Common Pleas of Union co. Ohio, the object and prayer of which petition is to obt in an order, &c. for the sale of the following real estate of which the said David M. Boal died siezed or so much thereof as may be necessary to pay the debts of said decedent to wit: Part of Lot No. 4 in Survey No. 513 in said county, beginning at a stake in the centre of the Darbycreek Road in the west line of the original Survey; thence N 36½ W 117 poles to a small beach and two sugar trees; thence N 53½ E 72 poles to a dogwood; thence S 36½ E 136 poles to a stake; thence S 12 E 16 poles to the Darbycreek Road; thence with said road S 78 W to the beginning; containing sixty two and one-half acres.

JAMES F. BOAL, GEORGE M. BOAL } Executors.

By COLE & WITTER, their Att's.

June 7, 1848. n3w4

State of Ohio Union Co. SS

Personally appeared, in open Court P. B. Cole and made solem oath that the notice hereto attached, was published for four weeks ~~on~~ successively next after the 7th day of June A.D. 1848, in a News=paper called "the Argus" published in Union County, & that said Newspaper was during that time, in general circulation in said County

P. B. Cole

Attest— Clerk

Sworn & subscribed & subscribed in Open Court June 29th 1848

John Cofsil, Clk

No. 48-CH-10

Union Common Pleas Court.

Thomas B Johnson et al
Plaintiff,

AGAINST

Mary E Warburton
Defendant.

JUN TERM, 1851

JUD'G VS PLAINT'F

Journal 5 Page 5-4

Record No. 6 Page 112

Ex. Doc. Page

Chy No. ~~23~~ 178

Thomas B Johnson vs

by

Mary E. Warburton vs

Costs Bill made

Record

Recorded

C ~~No.~~ 29

In Union Com Pleas

Thomas B Johnson et als

vs

Mary E Warburton et als

Bill of Review

Filed June 12. 1848

John Cassil clk

Cost Bill made

Record

Recorded

Allison & Curry (expired)

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

Your Petitioners, Thomas B Johnston, Henry G Johnston, Sarah A Shackelford (who was formerly Sarah A Johnson), - Benjamin Dawson and Dorothy his wife (who was formerly Dorothy Childers), - William Tapscott and Eliza C. his wife (who was formerly Eliza C Childers) George Wheeler and Nancy B. his wife (who was formerly Nancy B Childers) - Irene G Elliott and Sophronia P. his wife (who was formerly Sophronia P. Childers), - Henry P Childers, Benjamin W Childers, Robert M Childers and Lucy O. his wife (who was formerly Lucy O Minor), - Agnes C Childers, - Philemon Jones and Emily his wife (who was formerly Emily Minor). - Benjamin H Wisdom, John M Wisdom, Thomas W Wisdom, Dorothy B. Bradley (formerly D. B. Wisdom), - Rachael W Dozier (formerly Rachael W Wisdom), - Sally P Wisdom, Agnes W. Wisdom, Maria Wisdom, & Lucy Wisdom, -

respectfully represent to the Court that on the 28th day of October AD 1845 Mary E Warburton, Thomas A Harris, John W Edloe and Virginia P Edloe his wife, and William L Spencer Trustee of the estate of the said Virginia P Edloe all of the State of Virginia, filed their Original Bill on the Chancery side of this Court, against your Petitioners Thomas B Johnston Henry G Johnston, and Waller Bullock, John M Gregory, William S Sullivant, Michael L Sullivant, Joseph Sullivant, and the Unknown heirs of John M Gregory, decd, and also, John Ballard, Andrew Torbert, William G. Johnston, Ann Key Childers and Benjamin Childers her husband Dorotha P Minor and Thomas Minor Jr her husband and Sarah Ann Johnston if they should be living at the time of filing said Bill, and if they or any of them were dead at that time then again the heirs and legal representatives of such as were dead at that time.

Your Petitioners further represent that the said William G Johnston, Ann Key Childers and Dorotha P Minor were dead at the time of filing said Bill, - William G Johnston died without issue, Ann Key Childers left as her heirs your Petitioners Benjamin & Dorotha Dawson; - Wm & Eliza C Tapscott, George & Nancy B Wheeler, Irene G. & Sophronia P Elliott, and Henry P. - Benjamin W - Robert M. - and Agnes C Johnson, - And the other of your Petitioners with the exception of Thomas B & Henry G Johnson and Sarah A Shackelford, are the heirs of Dorotha P Minor. There was no Sister of the said John Waller Johnson deceased, named Sarah Ann. Your Petitioner Sarah A Shackelford is the Sister and heir of the said John Waller Johnson, and whom your Petitioners suppose is the person intended. There is also still living, an heir of Agnes C. another sister of the said John Waller Johnson who was not made a party to said Bill, to wit, Agnes C Wilson.

Your Petitioners aver that they were entirely ignorant of the pendency of said Bill, until long after the rendition of the Decrees in said Cause, and they hereby take immediate steps to have the same reviewed.

Your Petitioners further represent that the substance of the decree in said Cause is as follows, that said Bill as to each and all of the said Defendants as to the matters and things therein contained, be taken for confessed, - that the Defendants Thomas B Johnston, Henry G Johnson, William G Johnston, Ann Key Childers, Benjamin Childers, Dorotha P Minor Thomas Minor Jr. and Sarah Ann Johnson are the only Heirs and Legal Representatives of John Waller Johnson deceased, that the last named parties or such of them as may be living, and that the unknown Heirs and legal representatives of such of them as may be dead, convey in fee simple by deed, the following described lands to wit, Survey No. 2984 for 1000 acres entered in the name of John M Gregory on the waters of Bokes Creek, Union County, Ohio, Survey No. 3679 for 200 acres entered in the name of John M Gregory on Darby Creek Madison County Ohio, and ~~an undivided~~ Survey ~~No 2985~~ No 2985 for 1088 8/9 acres entered in the name of Andrew Larborn on Darby Creek Madison County, Ohio, 1/3 to the said Mary E Warburton one third to the said Thomas D Harris, and 1/3 to the said William L Spencer in trust for the said Virginia P. Ellis, with covenants of special warrantee by such of them as are in law capable of covenanting, the deed to be delivered within thirty days to the Clerk of the Court, and in default thereof that the decrees stand as such conveyance in fee simple. In the first decree 1088 8/9 acres of Survey No 2985 was reffered to a Special Master - who at a subsequent Term made his report, which was confirmed in the second decree, and a conveyance of said land ordered as above, within ten days - And that the costs of said suit be paid by Complainants.

Your Petitioners respectively aver that they have been aggrieved by the said decrees made in said cause ~~and~~ pray ~~that the same may be reviewed by your Honors~~, and that they ought not to be bound thereby, nor should such decrees have been made or pronounced against your Petitioners. particularly the decree concerning the 1088 8/9 acres of Survey No. 2985. Neither ought your Petitioners to ~~have~~ convey as by the said decrees ordered, and that the said decrees are erroneous, and ought to be reversed; and for errors do assign the following.

1st The Court erred in decreeing against the said Thomas B Johnson &c if living, and against the unknown Heirs &c of such of them

as may be dead.

2nd The Court erred in decreeing against your Petitioners as unknown heirs, without having the affidavit of the Complainants annexed to said Bill of their want of knowledge of the names and residence of your Petitioners.

3rd The Court erred in decreeing against persons who at the time were not living.

4th The Court erred in finding that the persons therein named were the only Heirs &c of the said John Waller Johnson deceased.

5th The Court erred in granting a decree for the 1088 8/9 acres of Survey No 2985, without proof of a sale, and the payment of the purchase money.

6th The Court erred in finding that they were satisfied that the purchase money for said 1088 8/9 acres was paid, when the report of the Special Master appointed for the purpose, showed that there was no proof of payment, which report was ratified and confirmed by the Court.

7th The Court erred in decreeing in favour of the complainants in said suit, when in equity the decree should have been in favour of the defendants, your Petitioners.

8th Other errors were also made in the condition of said decree both in law and in fact, ~~and consequently~~

9th The Court had no jurisdiction over the 1088 8/9 acres of Survey No. 2985 in Madison County, nor over any other of your Petitioners than the said Thomas B Johnson and Henry G Johnson.

10th No publication was made in a newspaper of General Circulation in said County for the time required by law, and consequently your Petitioners ought not to be bound thereby; for all of which errors and imperfections in the said decree, your Petitioners have brought this their Bill of review and humbly conceive they should be relieved therein, and the said decrees and proceedings ought to be reviewed and reversed.

Your Petitioners therefore pray that said ~~proceeding~~ and decrees may be reviewed and reversed, That the writ of Subpoena may issue to the other parties to said former proceedings who are within the jurisdiction of this Court, and that proper notice may be ~~given~~ ordered to the defendants hereto who are non residents, that they may answer the premises; and that your Petitions may be relieved in all and singular the premises according to equity and good conscience, and such other and further relief &c

Pay Allison & Curry Their Solts

Union Com Pleas

Thomas B Johnson et al
vs
Mary E Warburton et al

Subpoena

Filed June 24. 1848
John Cussil clk

Recorded

Post paid by Ats
10 cts

June 17th 1848
Service William & Sullivant
Michael L Sullivant & Joseph Sullivant
are personally by Copy
Aug 1 1865

John Graham Sheriff
A S Clarke Sty

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of ~~Union~~ Franklin, Greeting:

We command you to summon William S Sullivant. Michael S Sullivant and Joseph Sullivant.

to appear before the Judges of our Court of Common Pleas, at the Court House, on the First day of the Term — next ensuing, to answer a Bill of Review — in Chancery, exhibited against them et al by Thomas B Johnson et. al.

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

Witness, JOHN CASSIL, Clerk of our said Court, at the Court House, this Twelfth — day of June A.D., 1848

John Cassil Clerk of Common Pleas.

Johnson et. al.
vs } Proof pub.
Warberton et. al

Filed Aug 30. 1849
Jas Kirkpatrick clerk

Recorded

In Union Common Pleas.

Thomas B. Johnston, et als. *vs.* Mary E. Warburton, et als.	BILL OF REVIEW.
Thomas B. Johnston, et als. *vs.* John M. Maupin, et als.	*Suplemental* BILL.

MARY E. WARBURTON, Thomas D. Harris, John W. Edloe, and Virginia P. Edloe, his wife, and William L. Spencer, Trustee of the Estate of the said Virginia P. Edloe, are hereby notified, that on the 12th day of June, A. D., 1848, Thomas B. Johnston and other heirs of John Waller Johnston, deceased, late of the State of Kentucky, filed in the Court of Common Pleas of the county of Union and State of Ohio, a Bill of Review against the said Mary E. Warburton, Thomas D. Harris, John W. Edloe and Virginia P. his wife, and Wm. L. Spencer, Trustee as aforesaid, the object and prayer of which Bill is to have reviewed and reversed certain decrees rendered by the said Court, in the original suit which is sought to be reviewed, which was commenced on the 28th day of October, A. D. 1845, wherein the above notified persons were complainants, and the said Thomas B. Johnston and others were defendants; and in which suit it was decreed by said Court that the defendants therein named (who are complainants in the Bill of Review) convey in fee simple, the following described lands, to wit: Survey No. 2984 for 1000 acres in Union co; and Survey No 3679 for 200 acres; and Survey No 2985 for 1666⅔ acres in Madison co; or that in default of said conveyance, the said decree should operate as such conveyance. Divers errors are assigned in said Bill as cause for review.

The said John M. Maupin will also take notice that on the 12th day of June, A. D. 1848, a Supplemental Bill was filed in said cause, by the complainants in said Bill of Review against the said John M. Maupin and others. The Supplemental Bill charges that since the rendition of said Decrees, the said John M. Maupin has obtained a conveyance for a portion of said lands from the said complainants in the original Bill, which was made to him in pursuance of an agreement made between them before the rendition of said decrees, and before the filing of the original Bill, as his fee for his services in obtaining said decrees, and is therefore a party to and had full knowledge of all errors committed in the rendition of said decrees. The bill prays for the same relief against the said Maupin, as might have been had against the original complainants. The said Mary E. Warburton, Thomas D. Harris, John W. Edloe and Virginia P. his wife, Wm. L. Spencer and John M. Maupin are further notified, that unless they appear, and plead, answer, or demur to the said Bill and Supplement, within 60 days after the next term of said Court, the said Thomas B. Johnston, et als. at the Term next after the expiration of said sixty days, will apply to said Court to take the matters of the Bill and Supplement as confessed, and to decree thereon accordingly.

ALLISON & CURRY,
Sols. for Complts.

Attest JAMES KINKADE, Jr. Clerk.

April 11, 1849. n. 6w6

State of Ohio Union County } ss

P B Eloe Publisher of the Argus a News paper published and in general circulation in said County makes solemn oath that the Notice hereto attached was published in said paper for six weeks consecutively commencing April 11 1849

P B Eloe

Sworn to & subscribed in open Court May 30 1849 Ja Kinkade Jr Clk

Chy No ~~30~~ 18

Thomas B. Johnson et. als.
vs.
Kendall Thomas et als

Cost Bill made
Record

Recorded

C ~~[illegible]~~ 30

In Union Com Pleas

Thomas B Johnson et als

vs

Kendall Thomas et als

Supplemental Bill

Filed June 12, 1848
John Cassil Clk

Cost Bill made
Record

Recorded

Allison & Curry

Copied

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

Humbly complaining your Petitioners Thomas B Johnson Henry G Johnson, Sarah D Shackelford, Benjamin Samson and Dorotha his wife, William Lapscott and Eliza C. his wife, George Wheeler and Nancy B. his wife, Isaac G Elliott and Sophronia D his wife, Henry J Childers, Benjamin W Childers, Robert M Childers and Lucy C. his wife, Agnes C Childers, Philemon Jones and Emily his wife, Benjamin H Wisdom, John M Wisdom, Thomas W Wisdom, Dorotha B Bradley, Rachael W Boyer, Sally I Wisdom, Agnes W Wisdom, Maria Wisdom & Lucy Wisdom.

respectfully represent to the Court that on the 28th day of October A D 1845 Mary E Warburton, Thomas D Harris, John W Edloe, and Virginia P Edloe his wife, and William L Spencer Trustee of the estate of said Virginia P Edloe filed their Original Bill in Chancery in this Court against your Petitioners and others, wherein your Petitioners were ordered by the decree of said Court to convey ~~to convey~~ to the said Mary E Warburton and the other Complainants therein, the following described lands, to wit, Survey No. 2984 for 1000 acres entered in the name of John M Gregory on the waters of Bokes Creek Union County, Ohio, Survey No. 3679 for 200 acres entered in the name of John M Gregory on Darby Creek Madison County, Ohio, and Survey No. 2985 for 1666⅔ acres entered in the name of ~~John M Gregory~~ Andrew Larbom on Darby Creek Madison County, Ohio.

Your Petitioners further represent, that they have this day filed in this Court, their Bill praying that the proceedings and decrees in said Original Bill of Mary E Warburton and others may be reviewed and reversed, for divers good and sufficient causes in their said Bill of Review set forth, all of which matters will more fully appear reference being had to the file of this Court.

Your Petitioners further represent that since the rendition of the said decrees, in the Original Suit, the following persons have become interested in the whole or a portion of said lands, to wit, Kendall Thomas of Franklin County, Ohio, John M Mattspin of the State of ~~County~~, Virginia, Richard Douglass of Ross County, Ohio, and George W Blair, James Lappin, Joseph Penney, Abner Johnston, Daniel Keene, Luther Johnston, Abraham Johnston, Lewis Johnston ~~and~~ Samuel Lappin of the County of Madison, Ohio, all of whom your Petitioners charge obtained their claims of title from or through the said Mary E Warburton, Thomas D Harris, John

W Edloe, and Virginia his wife and the said William L Spencer as said Trustee, with a full knowledge of the just rights and equities of your Petitioners in and to the said lands, and of the many errors and imperfections in the proceedings and decrees under the said Original Bill. Your Petitioners charge that the said Kendall Thomas who was the Solicitor for the Complainants in the original suit, and the said John N Maupin obtained their claim to the one undivided half part of the said lands by virtue of a sale or agreement made between them and the said Mary E Warburton and the other Complainants to the Original Bill, before the rendition of the said decrees, and before the filing of their said original Bill, as their fees, for attending to said suit, although they obtained their conveyance after the rendition of said decrees, and being thus parties to the original errors, and interested are not entitled to the protection of this Court. That the said Richard Douglass, George W Blair, James Lappin Joseph Penney, Abner Johnson, Daniel Keene, Luther Johnston, Abraham Johnston, Lewis Johnston, and Samuel Lappin, have paid no portion of the purchase money for the part of the said lands claimed by them, that with a view to the rights of your Petitioners, they have refused to pay the purchase money until said lands are entirely released from the claims of your Petitioners and to that end the said Kendall Thomas as the Solicitor of the above named persons residing in Madison County has filed a Bill in Madison County Common Pleas against your Petitioners to quiet their title to the part of said lands claimed by them. That said Thomas acts for himself and also the said Mary E Warburton and the other complainants to said original Bill, and also for the said John N Maupin by virtue of a Power of Atty for that purpose. That by the agreement between the said Douglass and the said Thomas, provision is made for the rights of the Petitioners, that in case said decree should be reversed in favour of your Petitioners, no portion of the purchase money is to be exacted.

Your Petitioners therefore pray that the said Kendall Thomas, John N Maupin, Richard Douglass, George W Blair, James Lappin, Joseph Penney, Abner Johnson, Daniel Keene Luther Johnston, Abraham Johnston, Lewis Johnston and Samuel Lappin, may be made defendants hereto, and to their Bill of Review, that they may answer under oath all and singular the premises herein contained

as full as if put by specific interogatories, that the Petition=ers may have the ~~same~~ benefit of the said suit and proceeding in Review, against them and may have the same relief against them, as they might have had against the said Mary E Warburton and the other Complainants in the original Bill in case they had not conveyed, or sold any portion of said premises, and that this your Petitioners bill of Complaint may be deemed and taken as and for a bill of supplement to their said ~~Bill of~~ of Review, And for such other and further relief &c

By Allison & Curry their attys.

Union Common Pleas.

Thomas B Johnson, et al,
vs } In Chancery.
Kendal Thomas, et al.

The answer of R. Douglas

Filed March 14. 1849
James Kirkpatrick Clk

Recorded

The Seperate Answer of Richard Douglas to a Supplemental bill or petition in Chancery in Union County Common pleas by Thomas B Johnson & others against himself & others —

This Defendant now and ever reserving all benefit of exception and Causes of Demurrer to the many errors and insufficiences in said petition, for answer thereto on oath as required he answers as follows (to wit)

He admits, as stated in the petition, that on the 28th day of October AD 1845; Mary E Warburton, Thomas D Harris, John W Eddloe, and Virginia P his wife and William L Spencer trustee of the estate of the said Virginia P Eddloe, filed their Original bill in Chancery in this Court against the present petitioners and others wherein the present petitioners were ordered by the Decree of said Court to convey to the said Mary E Warburton & others, Complainants, the following described lands to wit "Survey No 2984 of 1000 acres entered in the name of John M Gregory on the waters of Bokes Creek Union County Ohio"; together with other lands as named in said petition, and that by the terms of said decree entered up in this Court at the July Term AD 1846, the said party were ordered & required to deliver the said Deed of Conveyance for Survey No 2984 and certain others as therein named within 30 days to the Clerk of this Court, to be by him handed over to the said Complain=ants, and in default thereof that said decree stand as such Conveyance in fee simple of said described lands. — That the said decree was not complied with, and the same thence became absolute against them as a legal fee simple title in the said Mary E Warburton & others as well by the terms thereof as the Statute in such Case made and provided. — This Defendant in further answering admits, that since the Rendition

of the said decree in the original suit he has become interested under the same to a portion of said lands (to wit) the said Survey No 2984 of 1000 acres; but no other - He denies expressly the following statements and charges so far as they refer to him in said petition made - 1st that he has paid no portion of the purchase money for the part of said land claimed by him - 2d, that with a view to the rights of the present petitioners he has refused to pay the purchase money until said lands are entirely released from their claims - and 3d, "That by the agreement
" between the said Douglass and the said Thomas provision
" is made for the rights of the petitioners That in case said
" Decree should be (reversed) in favor of your petitioners
" no portion of the purchase money is to be exacted" - But on the Contrary he states and says that the facts respecting said purchase areas follows to wit - On the 24th day of December AD 1847 this Defendant purchased of said Warburton & others & John M Murphin and Kendal Thomas (who held a deed from them for a portion thereof dated November 17 1846 and duly recorded) the whole of said survey Number 2984 at the price of 1050 dollars, all of which he paid in Cash down at the date, and then & there received their deed in fee simple therefor executed by their attorney in fact Kendal Thomas, therefor legally authorised, and said Thomas in his own right, - upon which said Deed is a receipt for said purchase money, and all recorded in the Recorders Office in Union County on January 1st, 1848 in Book 11 Pages 264 265 & 266, to which this Defendant makes reference as a part hereof - to be precisely definite in said payment perhaps it is proper for him to state, that he gave the eight Check of S Bunch to the Clinton Bank for $250 - his own do at the Chillicothe Branch for $450, and his own negotiable note for $350 payable on the 1st day

of May then last, which said note was received as money and immediately negotiated, and paid by him at maturity to the said Chillicothe Branch Bank.—

This Defendant therefore avers that he is a bona fide purchaser with full payment and conveyance of said Survey No 2984 of and from the persons in whose favor said decree was made at a period of 16 months or upwards after the time limited for the execution of the Deed had transpired, and the decree had become and was an absolute title against the present petitioners, and without any service of process or notice that the same was sought to be reversed — He therefore claims the benefit and protection of the law, as well as the Statutes in such case made and provided, and insists that whether said decree is reversed or not, or whatever may be the disposition of it, it cannot affect his title thus acquired. As to all the other lands and transactions with other persons respecting them named in said petition (save & except said Survey No 2984) this Deft is an entire stranger and has no Concern — As to the statement in the petition that this Defendant obtained his claim of title with a full Knowledge of the just rights and equities of the petitioners, he answers, that as to Survey No 2984 he denies that at said time the said petitioners had any just rights and equities or either, or that he had any Knowledge thereof if they had — but on the contrary both before and at the time of said purchase by, and Conveyance to him, he was informed and believed that as to that Survey no claim was made or entertained or ever would be interposed by the now petitioners or any one else under them; and indeed very lately and since the commencement of this suit he has received full intimations from different sources that as to this Defendant and his title to said Survey No 2984 it was

not intended to press, but that it became a necessary insertion from its connection with others, and the original Decree — This defendant cannot admit that there are errors in the original proceedings and decrees, nor does he conceive it his province to say whether there are or not, it being a matter exclusively for the cognizance and adjudication of the Court, and especially as he was not a party to said original proceedings and decree nor is he to the bill of review thereof said to be now filed.

This defendant purchased the whole of said survey for taxes in 1843 and thence went into possession claiming title and has so continued ever since, and paid all the taxes thereon which were very heavy, and has made some lasting and valuable improvements thereon previous to and since his last purchase, insomuch that his purchase money accruing, taxes paid, expenses and improvements, with lawful interest from the time of the disbursements will now amount to nearly or about 1700 dollars.

And this defendant denies all and all manner of fraud unlawful combination or improper doing in this matter, and having fully answered &c without that &c, he submits himself and his rights to the protection and disposition of this Hon'ble Court, and thereupon prays to be hence dismissed with his costs &c —

R. Douglas —

State of Ohio Ross County ss —

The said Richard Douglas maketh oath and saith That the matters and things contained in the above & foregoing answer so far as therein stated to be of his own knowledge are true and so far as therein stated as from the information of others he believes to be true.

R. Douglas

Sworn to and subscribed before me an Associate Judge of the Court of Common pleas in and for said County this 14th day of October Anno Domini One thousand eight hundred and forty eight

Thomas Orr Ass't Judge
Ass't Com Pleas

Union Com Pl Cases

Thomas B Johnson et al
vs
Tendall Thomas et al
Set in Chy

Summoned by leaving a copy of this writ at the residence of the said defendant Richard Douglas.
July 4, 1848
Ebenezer Martin Sheriff of Ross Co
By Wm Ross Dep Shff

Service 35
Mileage 3.25
Copy 12
$3.72

Filed July 8th 1848
John Capel, Clk

Recorded

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of ~~Union~~ Ross, Greeting:

We command you to summon Richard Douglass,

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 Supplemental Bill in Chancery, exhibited against him et als by Thomas B Johnson et als

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

Witness, JOHN CASSIL, Clerk of our said Court, at the Court House, this Twelfth day of June A.D., 1848

John Cassil Clerk of Common Pleas.

Union Com Pleas

Thomas B Johnson et al
vs
Kendall Thomas et al

Set in chy

Filed Jun 21, 1848
John Cassil clk

Recorded

June 15th 1848
Served on Kendall Thomas personally
by Copy
John Graham Sh
Fee 75 cts
By L Hartz Dep

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of ~~Union~~ Franklin, Greeting;

We command you to summon Kendall Thomas

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 Supplemental Bill in Chancery, exhibited against him et al by Thomas B Johnson et al

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

Witness, JOHN CASSIL, Clerk of our said Court, at the Court House, this Twelfth day of June A.D., 1848

John Cassil Clerk of Common Pleas.

Union Com Pleas

Thomas B Johnson et al
vs
Randall Thomas et al

Writ in Chy

Filed June 28 1848
John Cooper Clk

Recorded

I have served Abraham Johnston and Lewis Johnston personally with true copies of this writ and all the other within named defendants by leaving true copies at their usual places of Residence this 24th day of June AD 1848.

Shff fees Mileage 1.25
Service 1.95
copies 1.80
$5.00

John Jones Shff M.C.

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of ~~Union~~ Madison, Greeting:

We command you to summon George W Blair, James Lappin, Joseph Penney, Abner Johnston, Daniel Keene, Luther Johnston, Abraham Johnston, Lewis Johnston, and Samuel Lappin,

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 Supplemental Bill in Chancery, exhibited against them & als by Thomas B Johnson & als

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

Witness, JOHN CASSIL, Clerk of our said Court, at the Court House, this Twelfth day of June A.D., 1848

John Cassil Clerk of Common Pleas.

Chancery Case File

Case No. 1848-CH-0012

No. 48-CH-12

Union Common Pleas Court.

Samuel A Cherry
Plaintiff,

AGAINST

James S Alexander
Defendant.

NOV TERM. 1852

DECREE FOR PLAINTF

Journal 5 Page 149

Record No. 6 Page 274

Ex. Doc. a Page 254

~~No. 36~~ No. 15

Union Com. Pleas

Samuel A. Cherry Pltf

vs

James S. Alexander Defdt

Bill in Chancery

Filed June 29, 1848
John Lessig Clerk

Cost bill made

Recorded

Your Petitioner therefore prays that the said James S. Alexander & Nancy Alexander his wife may be made defendants hereto & that process issue subpoena, & requiring all & singular the premises, that the said James answer the same under his oath as fully as though he was particularly interrogated thereto.

And upon hearing thereof that the said Alexander be decreed to pay what is due on the said mortgage obligatory for the payment of the said judgment as in default thereof that the said Mortgage premises be sold subject to the payment of the $400 due to the said Elizabeth Vlanner or in case other incumbrances as the Court may direct. And such other & further relief as may be equitable to equity & good conscience.

As your Petitioner will ever pray &c

Jno. Powell Solr for Complt.

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

Your Petitioner Elizabeth Ward and Nancy Ward and Samuel A. Cherry respectfully represents, that the said Cherry administrator on the estate of William Ross late of the said County deceased; that the said Ross in his life time on the 30th day of August 1842 recovered a judgment in this Court on the law side thereof against James Le Ward since deceased for the sum of three hundred and thirteen dollars and fifty nine cents ($313.59) damages and Costs of suit taxed at $ and upon which there has accrued increase Costs to the sum of $

And afterwards on the 30th day of May 1843, in consideration that the said Ross by his attorney William Le Seweane had assigned the said judgment to William Ward the father of said James Le Ward, they the said James Le Ward and William Ward since deceased then in full life gave to the said William Ross a writing obligatory by which the said James Le and William Ward promised and bound themselves jointly & severally, their heirs & administrators to pay said William Ross or assigns three years from that date (May 30th 1843) fifty dollars, one year from that time fifty dollars, and yearly on the same day of the month and year fifty dollars until the said judgment shall be paid up in full.

And afterwards and after the decease of the said William Ward on or about the 30th day of May 1847, the said Elizabeth & Nancy Ward two daughters of the said William Ward decd. sold to James S. Alexander a farm of about forty six acres of land situated directly east of the town of Marysville, and known as the farm of William Ward and on which he in his life time resided (more particularly described in a copy of copy of a Mortgage from said Alexander to said Elizabeth

and Nancy hereto attached is made a part of this bill;) which leave the sd Elizabeth & Nancy receivers of their sd father, as bound for the payment of the sd writing obligatory. And the said Elizabeth & Nancy at the time they so rec'd the said land to the sd James S. Alexander took from the sd Alexander & Nancy his wife a Mortgage on the sd farm and land; which was duly recorded in the Office of the Recorder of deeds for the sd County in Book 10. page 563, on the 26th day of May A.D. 1847, (a copy of which is hereto attached as aforesd) Conditioned for the payment of a note given by the sd James S. to the sd Elizabeth & Nancy of the same date (to wit. May 12th 1847) for the payment of the sum of four hundred dollars in six years from date; and also pay a claim of about four hundred seventy five 66/100 dollars which William Ross the father bound himself & heirs to pay to William Ross; (meaning the judgment aforesd).

And although a judgment has been entered for the payment of the first payment of fifty dollars & interest on the sd writing obligatory on the docket of James B. Wilkinson a justice of the Peace, and although three payments of $50. each are now due yet the sd James S. Alexander wholly neglects & refuses to pay the same or any part thereof.

And the said estate of the sd William Ross decd. being indebted to Thomas W. Powell, the sd Samuel A. Cherry admr. as aforesd, in pursuance of an agreement between sd Powell & Ross in his life time assigned the sd claim against the sd William Ross to sd Powell for whose use this suit is brought

Your Petitioners further represent that they are desirous that the said Alexander should pay the said Claim to the said Powell, or that in default that the said Mortgaged premises be sold either, subject to the payment of the said $400, to said Elizabeth or Nancy, or so as, that the whole be settled upon

Samuel A. Cherry et als
vs
James S. Alexander et als

Appraisment of real estate

Filed October 17. 1849
J Kirkpatrick for CK

Samuel A. Cherry et als
vs
James S. Alexander et als

We the undersigned having been called upon by Philip Snider Sheriff of Union County, Ohio. to appraise the following described real estate situate in the County of Union, Ohio. and bounded and described as follows. to wit: part of Military Survey No. 3351. begining at a stake 160 poles East of the Centre of Marysville at the Junction of the Columbus and Delaware roads, thence running east 138 poles to an oak and two Ashes, thence North 65 poles to a stake in the Delaware road, thence S 64° W 182 poles to the begining Containing twenty eight acres more or less. Also one other piece or parcel of land part of said Survey No. 3351. lying and being in the County of Union & State of Ohio. bounded and described as follows. begining at a stake where the Waldo Road leaves the road leading from Marysville to Delaware thence N 64° E. 44¾ poles to a stake, thence S 79½ W. 78 poles to Millcreek thence with the meanders of said Creek S 14° W. 8 poles. thence S 75° E. 34 poles thence S 17° E. 9 poles. thence S 5° E. 42 poles. thence S 30° W 94 poles to the begining. containing forty six acres & 25 poles more or less. After having been duly sworn by said Sheriff and upon actual view of said premises we do appraise the same at $22.00 per acre. Given under our hands and seals this 17th day of October A.D 1849

James Turner {seal}
Rawson Welch {seal}
Thomas Turner {seal}

Appraisers fees 50cts each $1.50

The State of Ohio Union County, SS.
Personally appeared before me Philip Snider Sheriff of Union County, the above named James Turner, Rawson Welch and Thomas Turner 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. October 17. 1849

Philip Snider Sheriff

I certify the above to be a true copy of the original
Philip Snider Sheriff

Union Com Pleas

J. A. Cherry & Wife
vs
A. J. Alexander & others

Order of Sale

Filed Nov. 21, 1849
Carrie Millard Clk

Entered Jan 1845

J. M. Powell

Received this writ October 11. 1849 In obidience to the within command I had the ~~within described~~ land on the within described Bill appraised by the oaths of James Turner, Rawson Welsh and Thomas Turner, at $22.00 per acre and filed a certified copy of said appraisment with the Clerk of the Court of Common Pleas of Union County. advertised the same for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County for at least 30 previous to the day of sale, I afterwards. to wit; on the 20th day of November A.D. 1849. (it being the day I advertised the same to be sold) between the legal hours of ten o.clock. A. M. and four O. clock P. M. offered the same for sale and by Consent of complainant property not sold.

Fees = Calling Inquest — 1.00
Appraisers fees — 1.50
Copy of Apprst — 25
Service — 35
mileage — 05
advertising — 25
Pr fee 3.75

Philip Snider Sheriff

Samuel A. Cherry et als
vs
James L. Alexander et als } Chy. This day came the Complainants, and no One appearing for the defendants:

and the said James L. Alexander, and his wife Still failing to plead answer or demur to the said Bill, It is therefore ordered adjudged and decreed that the said bill be taken for confessed: and was argued by Counsel, upon consideration whereof the Court do find the equity of the case to be with the Complainants, and that there is now due to T. W. Powell, as stated in the bill the sum of Four hundred and thirteen dollars, being seven fifty dollars and interest thereon besides the money to become due hereafter as therein stated. It is therefore ordered adjudged and decreed that the said defendants within thirty days from this date pay to the Complainants for the use of the said T. W. Powell, the said sum of $413, with interest thereon from the 30th day of May last when the seventh fifty dollars became due, and also the costs of this suit to be taxed; and in default thereof that the sheriff of this County for the time being, who is hereby appointed special master for that purpose proceed to sell the tenements in the said Bill mentioned as upon judgments at Law: and report his proceedings in the premises to the next term of this Court, to which time this cause is continued, and all questions as to the amount then due on the said mortg=age is reserved to that time.

The State of Ohio Union County ss.

I James Kirkade jr 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 Journal of said Court of the term of August AD 1849.

Witness my hand and the seal of said Court at Marysville the 11. day of October AD 1849

James Kirkade jr clerk

Union Com. Pleas
Samuel A. Cherry, ext
vs
James L. Alexander et al
Order for sale

Filed August 13. 1850
James Kirkpatrick clk

D. P. Pomeroy atty for compltf

Received this writ July 4th 1850, I duly advertised the within described property for sale by publication in the Marysville Tribune a newspaper published and in general circulation in Union County, Ohio. for at least thirty days previous to the day of sale. In pursuance of said notice I afterwards, to wit: on the 12th day of August A.D. 1850 between the hours of ten O. clock A. M. and four O. Clock P. M. offered said real estate for sale by public Auction at the door of the Court house in the Town of Marysville in said County, and then and there sold the same to John Cassil for the sum of Fourteen dollars and sixty six and two third cents per acre he being the highest and best bidder therefor and that being two thirds the appraised value thereof.

Fees = mileage 5
service .35
advertising 2.25
Poundage 21.75 = 1.09
Pr fee 3.75

Philip Snider Sheriff
and Special Master

August Term A.D. 1849

Samuel A. Cherry et al vs James L Alexander et al } Chy. This day came the Complainants. and no one appearing for the defendants: and the said James L Alexander and his wife still failing to plead answer or demur to the said Bill. It is therefore ordered adjudged and decreed that the said bill be taken for confessed; and was argued by Counsel. upon consideration whereof the Court do find the equity of the case to be with the complainants and that there is now due to J. W. Powell as stated in the bill the sum of Four hundred and thirteen dollars. being seven fifty dollars and interest thereon besides the money to become due hereafter as therein stated. It is therefore ordered adjudged and decreed that the said defendants within thirty days from this date pay to the complainants for the use of the said J. W. Powell the said sum of $413. with interest thereon from the 30th day of May last when the seventh fifty dollars became due. and also the costs of this suit to be taxed: And in default thereof that the Sheriff of this County for the time being. who is hereby appointed special master for that purpose proceed to sell the tenements in the said Bill mentioned as upon Judgments at Law: and report his proceedings in the premises to the next term of this Court. to which time this cause is continued. and all questions as to the amount then due on the said mortgage is reserved to that time.

November Term A.D. 1849

Samuel A. Cherry et al vs James L Alexander & wife } Continued under former Order.

May Term A.D. 1850

Samuel A Cherry et al vs James L Alexander & wife } Continued under former Order of Sale —

The State of Ohio Union County ss.

I. James Kirkade Jr clerk of the Court of common Pleas within and for the County of Union and state of Ohio. do hereby certify that the foregoing entries are truly copied from the Journal of said Court Witness my hand and the seal of said Court at Marysville this 3d day of July A.D. 1850

James Kirkade Jr clerk

J. S. Alexander
To } Copy
C & N Ward

Filed June 29, 1848
John Cassidy Clk

James S Alexander & wife
To } Mortgage
E & A Ward

Know all men by these presents that we James S Alexander and Nancy C his wife of the County of Union Ohio in consideration of the sum of Eight Hundred & Seventy five $\frac{66}{100}$ dollars in hand paid by Elizabeth Ward and Nancy Ward of the same place have bargained and sold and do hereby grant bargain sell and convey unto the said Elizabeth and Nancy Ward & heirs and assigns forever the following premises situate in the County of Union Ohio, and bounded and described as follows to wit, part of Military Survey No 3351. Beginning at a Stake 160 poles East of the center of Marysville at the Junction of the Columbus and Delaware Roads, thence running East 138 poles to an oak and Two ashes, thence North 65 poles to a Stake in the Delaware Road, thence S 64° W 182 poles to the Beginning Containing Twenty Eight acres more or less, Also one other piece or parcel of land part of said Survey No 3351, lying and being in the County of Union & State of Ohio, Bounded and described as follows, Beginning at a Stake where the Waldo Road leaves the Road leading from Marysville to Delaware, thence N 64° E 44¾ poles to a Stake, thence N 30° E 153 poles to a stake, thence S 79½ W 78 poles, to Milcreek, thence with the meanders of said creek S. 14° W 8 poles, thence S 75° E 34 poles

Thence S 17 E. 9 poles, thence S 5° E 42 poles thence S 30° W 94 poles to the Beginning containing Forty Six acres & 25 poles More or less —

To have & to hold said premises unto the said Elizabeth and Nancy Ward & their heirs & assigns forever — Provided always and these presents are upon this conditions that whereas the said James S Alexander has Executed his note bearing even date herewith payable to the said Elizabeth & Nancy Ward for the sum of Four Hundred Dollars due Six years from date, and the said James S Alexander agrees to pay a claim of about Four Hundred Seventy five $\frac{66}{100}$ Dollars which William Ward the father of said Elizabeth & Nancy Ward, bound himself & heirs to pay to one William Rogs, Now if the said James S Alexander pay said Note when it becomes due to said Elizabeth & Nancy Ward or their heirs or assigns & also pays said claim that the said William Ward bound himself & heirs to pay to said Wm Rogs, then this obligation be null and void otherwise to remain in full force & vertue in law — In testimony whereof the said James S Alexander and Nancy C his wife have hereunto set their hands and seals this 29th day of April A D 1847 — —

Executed in presence of } J. S. Alexander (Seal)
Enos Ward } Nancy C Alexander (Seal)
James M Wilkinson — —

The State of Ohio Union County ss
Before me the Subscriber a Justice of the peace in and for said county, personally appeared the above named James S Alexander and Nancy C his wife and acknowledged the same to be their voluntary act and deed — and the said

Nancy C Alexander being examined separate and apart from her said husband and the contents of said instrument made known to her she then acknowledged that she did freely & of her free will sign seal and acknowledge the same & that she is still satisfied therewith this 12th day of May A D 1847 –

James M Wilkinson J P

Filed for Record May 26th 1847, 10 o'clock a.m and recorded May 31st 1847 at 7 o'clock P M

James Turner Recorder
By C. H. B. Allison

State of Ohio Union County ss
I hereby certify the within to be a correct copy of a Mortgage Recorded in Vol 10. Page 568 &c in the Recorders office of said Union County Given under my hand this 28th day of June AD 1848

James Turner
Recorder

Fee 75 Recd of Mr Dowell
J Turner Recorder

Cherry
vs.
Albrand
Bill of Review

Filed Aug 14. 1850
Geo Hinkle Clerk

SAMUEL A. CHERRY et als vs. James S. Alexander et als. By virtue of an order to me, directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the door of the Court Hoese in said county, on the 12th day of August, A. D. 1850, between the hours of ten o'clock A. M. and four o'clock P. M., the following described real estate, to wit: part of Military survey No 3351, beginning at a stake 160 poles east of the centre of Marysville, at the junction of the Columbus and Delaware roads; thence running east 138 poles to an oak and two ashes; thence north 65 poles to a stake in the Delaware road, thence s 64 degs. w 182 poles to the beginning containing 28 acres more or less. Also, one other piece or parcel of land, part of said survey No 3351, lying and being in the county of Union and State of Ohio, bounded and described as follows: beginning at a stake where the Waldo road leaves the road leading from Marysville to Delaware, thence north 64 degs. east 44¾ poles to a stake, thence N 30degs. E 153 poles to a stake, thence 79½degs w 78 poles to Millcreek, thence with meanders of said creek s 14 w 8 poles, thence s 75 E 34 poles, thence s 17 E 9 poles, thence s 5 E 42 poles, thence s 30 w 91 poles to the beginning; containing forty-six acres and 25 poles more or less. Appraised at $22, per acre. PHILIP SNIDER, Sheriff, and Special Master.

July 10, 1850. n43w5pf,$3,75

Samuel A Cherry
vs
Jas S Alexander

I. C. S. Hamilton do solemly swear that I am publisher and proprietor of the Marysville Intelligencer a weekly newspaper published and in general circulation in in Union County, and that annexed notice was published in the same five consecutive weeks prior to the 12th of august A.D. 1850

C. S. Hamilton

Sworn to and subscribed before me this 14th day of August 1850 James M. Millikinson J.P.

fees 12½ pd by C.S. Hamilton

Wm Ross
vs
James S Ward

In Union Com. Pleas.
August term AD 1849

The amount of costs in this case
is $11.90 up to this date
Aug 15. 1849. J Kinkade p clerk

18.87
131.67

315.59
131,6
445.26
11.90
467 16

37 35D

1111M1

12.61

Filed June 29, 1848
John Cassidy Clk

Union County. Com Pleas. June Term 1848

Samuel A. Cherry,
Elizabeth Ward &
Nancy Ward
vs
James S. Alexander &
Nancy Alexander his wife

Bill in Chancery to foreclose Mortgage.

In this case issue subpoena returnable forthwith for James S. Alexander & Nancy Alexander his wife.

Th. Powell Complts Solr.

Union Com Pleas

Samuel A Cherry et al
vs
James S Alexander et al

Sub in Chy

Filed June 30th 1848
John Capel, Clerk

Served this writ June 30. 1848 by delivering to each of the within named defendants a certified copy thereof.

Fees = mileage 5
service 55
copies 20 = 80

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 S. Alexander and Nancy Alexander his wife,

to appear before the Judges of our Court of Common Pleas, at the Court House; ~~on the~~ Forthwith ~~day of~~ ~~next ensuing~~; to answer a Bill in Chancery, exhibited against them by Samuel A. Cherry, Elizabeth Ward and Nancy Ward

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 June A. D, 1848

John Cassil Clerk of Com. Pleas.

No. 48-CH-13

Union Common Pleas Court.

Jeremiah Baughn
Plaintiff,

AGAINST

Noah Garrett.
Defendant.

NOV. 1849

Dismiss at pltfs cos

No Record.

Journal 4 Page 251

Record No. Page

Ex. Doc. Page

Chy No. 28.

Jeremiah Vaughn
vs
Noah Garrett

NOV 1849

Cert Bill made
No Record

C. ~~[illegible]~~ 33

Jeremiah Baughman

v.

Noah Garrett

Ch Chancery

Filed Aug 8, 1848

John Cassil CM

Cert Bill made

No Record

I believe it will

for Complainant

Noah Garrett hath hitherto wholly neglected and refused so to do. Your Orator therefore prays that the writ of Subpoena may issue against the said Noah Garrett and that he may be compelled to answer all and singular the premises and your Orator further prays that on the final hearing of this cause the said Noah Garrett may be decreed specifically to perform his said agreement or if it should appear that he is unable so to do that he may be decreed to repay to your Orator his purchase Money aforesaid with interest and such damages as your Orator may have sustained by reason of the premises and that your Orator may have such other and further relief in the premises as equity and good conscience may require

J. C. Dougherty Solr for
Complainant

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

Jeremiah Baughan of the County of Union and State of Ohio, Represents that Noah Garrett, of the County of Union and State of Ohio and whom your Orator prays may be made Defendant to this bill. On or about the twenty first day of March Eighteen hundred and forty eight was seized in fee simple of a certain tract of land situate in said County of Union and which is hereafter more particularly described And the said Noah Garrett being desirous to dispose of the said lands entered into an agreement with your Orator for the sale thereof to him, and which agreement was reduced to writing and signed by the said Noah Garrett and your Orator and is in substance as follows. that the said Noah Garrett has this day bargained and sold, to the said Jeremiah Baughan a certain ~~tract~~ Lot or parcel of land, lying on the waters of Millcreek in Union County lying on the south side of the pike running from Columbus to Bellefontain joining on the West of the D Thurstons lot now occupied by M H Wadhams known as the Seven Griffin, lot, being part of Survey No. 12472 commencing in the center of the state Road, 20 poles from thence South 8 West 73½ poles to a stake from thence North 32 poles and 10 inches to a stake thence North 8 East of a parallel with from thence with said Road to the place of beginning containing fifteen Acres and three Quarters be the same more or less with all the appurtenances

belonging for which the said Boughan is to pay the four hundred Dollars. Two hundred, and fifty dollars by the first day of June 1848. and One hundred and fifty Dollars. by the first day of June 1849. with interest, and upon the reception of the last payment the said Lovett is to make, or cause to be made, to the said Boughan his heirs or assigns a General Warrantee Deed, a Copy of which agreement is herewith filed and made part of this bill, And your Orator further Represents, to your honors that After the execution, and delivery of the said Agreement as is made part of this bill the said Noah Lovett did agree that if he your Orator would pay the sum of four hundred Dollars before the time specified in said Agreement ~~of the last payment he~~ the said Noah Lovett would make and execute a general Warrantee Deed, clear of all incumbrance and deliver the same to your orator, And your Orator further states to your honors that he did agree to pay the sum of ~~Money~~ four hundred Dollars as specified in said agreement as the purchase Money of said Land and that on the 11th day of May Eighteen hundred and forty eight the said Noah Lovett did receipt to your Orator upon the ~~ag~~ Article of agreement the sum of four hundred Dollars the full consideration Money for said land. And your Orator further Represents that he has in all respects complied with the terms ~~of~~ and conditions of the said agreement on his part to be performed and that he has applied to the said Noah Lovett and requested him specifically to perform his part of the said agreement but the said

Bargain & agreement between Garrett & Boughan

Filed Aug 8. 1848
John Cassidy Clk

Article of agreement made and entered into this 21st day of March 1848 by and between Noah Garrett of the first part of the State of Ohio Union County & Jeremiah Boughan of the 2nd part & County aforesaid witnesseth —
that the said Noah Garrett has this day bargained and sold to the said Jeremiah Boughan a certain lot or parcel of land lying on the waters of Millcreek in Union county lying on the South side of the pike running from Marysville to bell fountain joining on the west of the P. Thurston lot now occupied by M. H. Wadhams known as the Levern Griffin lot being part of survey No 12472 commencing in the center of the state road 20 poles from thence south & west 1½ pole to a stake from then a North 32 poles and 10 inches to a stake thence North & East of a parallel with from thence with said road to the place of beginning

Containing Fifteen acres & three quarters be the same more or less with all the appurtenances thereunto belonging for which the said Boughan is to pay Four Hundred Dollars two hundred and fifty Dollars by the first day of June 1848 and one hundred and fifty Dollars by the first day of June 1849 with Intrest from the first of June 1848 and at the reception of the last payment the said Garrett is to make or cause to be made to the said Boughan his heirs or assigns a General warrentee Deed we hereunto set our hands and seals this 21st of March 1848

Noah Garrett (seal)
Jeremiah Boughan (seal)

witness
Mehitable Town
the

Received of Jeremiah Boughan May 11th 1848 ~~Five hundred~~ Dollars Four hundred Dollars it being the full consideration of the above bond Noah Garrett

Chancery Case

1848-CH-0014

located with

Supreme Court Case

1849-SC-0008

Chancery Case File

Case No. 1848-CH-0015

No. 48-CH-15

Union Common Pleas Court.

Max Stadler
Plaintiff,

AGAINST

Alonzo Garlick
Defendant.

AUG TERM. 1849

Judgment VS Plaintiff

Journal 4 Page 214

Record No. 5 Page 457

Ex. Doc. Page

35

Union Com. Pleas

Mary Stadler

vs

Alonzo Garfield et al

Bill to foreclose

Filed Aug 9. 1848
John Cassil Clk

Costs incurred
Recd

Recorded

Lewis H Burnett Sol

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

Mary Stadler respectfully represents, that Alonzo Garlick, of Union County Ohio, being or pretending to be seized in fee simple, of a certain tract of land, situated in said County of Union, and described as follows; being part of survey No 2675 bounded as follows — Beginning at a stone on Wm Wingate's line — thence with his line N 37 W. 34 poles to Buck Run — thence down the run S. 35° E. 5 poles — S. 17 E. 9 poles — S. 80 E. 8 poles — S. 13 E. 20 poles to a stone thence S. 45 E. 4 poles and 5 feet to a stone in the center of the London road — thence N. 53 E. 18 poles and 5 feet to the place of beginning, containing one acre — one hundred and forty eight rods and two thirds.

That the said Alonzo Garlick, being indebted to one Silas Igow in the sum of two hundred & forty seven dollars & thirty cents, executed his two promissory notes therefor — one for the sum of $100. payable eight months after date — and the other for the sum of $147.30 — payable one year after date, and both made & dated June 14th 1847. That afterwards to wit; on the 14th day of June 1847, the said Alonzo Garlick & his wife Belsey Garlick, to secure the payment of the said sums of money with interest, by their deed duly executed and dated on or about the 14th day of June 1847, conveyed said premises to your said Igow in

fee simple, but subject nevertheless to a condition of defeasance on the payment of the said sums of money with interest, on the days above mentioned, as in and by said deed of Mortgage which is herewith filed and made part of this Bill, will more fully appear.

Your Orator further represents, that the said Silas Igoe, on the 14th day of April 1848, for a valuable Consideration, assigned & transferred said note for $147.30, and said mortgage securing the payment of the same, to one John A. Bowers — And that the said John A. Bowers afterwards, to wit; on the 1st day of May 1848, assigned & transferred all his right and interest in the same, for a valuable Consideration, to your Orator.

That no part of said sum of $147.30 was paid to your orator, at the time limited in that behalf; whereby the legal estate in said premises became vested in your orator, redeemable nevertheless in equity, on payment of the principal and interest due and to become due thereon; That the said sum of $147.30 principal, and a large arrear of interest thereon being due, he applied to the said Alonzo Garlick, and requested him to pay the same to your Orator, which he has hitherto wholly neglected and refused to do.

Your Petitioner therefore prays, that the said Alonzo Garlick & Betsey Garlick his wife, Silas Igoe

and John A. Corwin be made defendants to this Bill; that the Writ of Subpoena may issue against them, that they be compelled to answer under oath, all and singular the premises, that an account ~~to~~ may be taken of what is due to your orator for his principal & interest upon said mortgage; that said mortgaged premises may be sold, and the proceeds thereof applied to the satisfaction of said principal and interest; And that your orator may have such other and further relief in the premises as equity and good Conscience may require &c

Corwin H. Burnett Solr. for Complt.

458

Max Stadler
vs
Alonzo Garlick & als

Execution vs Pltff for costs

Orig Costs. Clerk 2.42
" " Shff .16
$2.58

Int from Aug. 14/49

Increas. this writ. .41

April 2nd 1852

Money made in full

Fees
Levy 35
Round 8
43

James Taylor Shff

Filed Apr. 2. 1852

Filed April 28 1852
James Turner Clerk

300
50
35
25
410

242

258
41
299

258
18
1398
258
125
399
258
41
35
733

300
50
35
25
410

The State of Ohio Union County SS

To the Sheriff of the County of Champaign Greeting:
Whereas in a certain action in Chancery lately prosecuted in our Court of Common Pleas, within and for the County of Union wherein Max Stadler was plaintiff and Alonzo Garlick et als were defendants, the costs of the said Max Stadler were taxed at two dollars and fifty eight cents. You are therefore commanded, that of the goods and chattels, or for the want of goods and chattels, of the lands and tenements of the said Max Stadler in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 14th day of August A.D. 1849, until paid, and the costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Court of Common Pleas within and for said County of Union on the first day of the next term of said Court, to render unto the persons entitled to the same, and have you then and there this writ.

Witness James Kinkade Jr Clerk of said Court at the Court House in Marysville this 30th day of January A.D. 1852.

James Kinkade Jr Clerk

No. 48-CH-16

Union Common Pleas Court.

Elizabeth Coulege, ex'r.
Plaintiff,

AGAINST

Uriah Coulege et al
Defendant.

MAY TERM. 1849

Sale of Land

DECREE FOR PLAINTF

Recorded &
Indexed.

Journal 4 Page 200

Record No. 5 Page 390

Ex. Doc. Page

No. 41

Union Com. Pleas

Elizabeth Coolidge, Exx.
vs
Mich Coolidge, et al

Petition to sell land

Filed Aug 19. 1848
John Cassil clerk

Cost Bill Med
Record

Recorded
Col & Wilson

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

Elizabeth Coolidge, Executrix of the last will & testament of John Coolidge, deceased, late of Union County, Ohio, Represents that the personal property of said decedent is insufficient to pay the debts of the estate, that all the personal property of said decedent has been exhausted & that said estate is owing (as nearly as can now be ascertained) about seven or eight hundred dollars; which is yet unpaid; that said decedent died seized in fee simple of the following described real estate situate in the county of Union & State of Ohio, and bounded and described as follows to wit, Part of Surveys No. 4818 & 4279 - bounded on the North by Big Darby Creek, on the West by land owned by W. R. & Joseph Reed, on the South by land owned by A. Walke, and on the East by lands owned by A. Walke & Warren Rose, containing One hundred and sixty four acres of land, more or less, being all that certain tract of land lying on the waters of Big Darby & owned by the said John Coolidge at the time of his demise.

Your Petitioner further represents that said decedent died leaving Your Petitioner his widow and that dower has been assigned to her, in sixty acres in said premises.

That the following persons are the heirs having the next estate of inheritance in the premises above described from the said decedent, namely, Micah Coolidge, Mathew Coolidge, Nancy Saunder & Charlotte Coolidge.

Your Petitioner therefore prays that the said persons above mentioned and described, having the next estate of inheritance in said premises from said decedent, may be made parties defendant to this petition and that writs of Subpena may accordingly issue against them, that they may be compelled to answer all and singular the premise, and that on the final hearing of this cause, Your Petitioner may be authorized to sell & convey said real estate, subject to the said dower of Your Petitioner, or so much thereof as will discharge the debts of said decedent, with incidental charges under such regulations as are provided by law.

By Cole & Butler
Her Attys

Filed april 25 - 1848
John Cossil CM

To the Clerk of the Court of Common Pleas.

Issue a summons returnable according to law against Elizabeth Coolidge Admx of John Coolidge Deed to require her to ~~let~~ render an account of said Estate

Joshua Marshall Admr
of James F Coolidge. who was
one of the sureties of said Eliz
abeth Coolidge in the Adm. bond.

Elizabeth Coolidge Exor.
vs
Heath Coolidge et al

Appraisers
Report

Filed May 29. 1849
J. D. Kurtz Adm

Elizabeth Cooledge Exr } Appearance Docket,
vs
Uriah Cooledge et al } Pet. to Sell, Land

On Motion to the Court by Cole & Witter Attys for the petitioner. It is Ordered that David Burnham, Jacob Fairfield and Andrew Keyes, being first duly sworn do upon actual view of the premises make a just valuation of the following real Estate, subject to the widows dower to wit, Situate in the County of Union & State of Ohio & bounded and described as follows part of survey No. 4818 & 4279 bounded on the north by big Darby Creek on the west by lands owned by S. R. & Josephus Reed, on the South by land owned by A. Walk, & on the East by land owned by A. Walk & Warren Rose Containing One hundred & sixty four acres more or less, being all that certain tract of land lying on the waters of big Darby & owned by John Cooledge at the time of his demise & that they return such valuation to the next Term of this Court. & It is further Ordered that the said Elizabeth Cooledge, proceed according to law to sell the real Estate in the said petition described subject to the dower Estate of the said Elizabeth, which has been assigned in pursuance of a former Order of this Court & upon the following terms to wit,
One third Down, One third in twelve months and One third in Twenty four months, with Interest & that the deferred payments be secured by mortgage. And it is further Ordered that the said Elizabeth Cooledge make return of her proceedings in the premises to the next Term of this Court,

The State of Ohio Union County ss.
I, James Kirkade jr Clerk of the Court of Common Pleas of the County of Union & State of Ohio, do hereby Certify the foregoing to be truly Copied from the Journal of said Court, of the Term of September A.D. 1848.

Witness my hand and the Seal of said Court at Marysville this 2nd Day of April A.D. 1849.

James Kirkade jr Clerk

Wm Cum Pleas

Coolidge
vs
Coolidge

Order of Sale

Cum Maine 135

In obedience to the within order on the 30th day of May 1849 I offered the within described land for sale subject to Dower after having had the same duly advertised in the Argus a news paper published in the County of Kennebec and struck off the same to Reuben Pullen for the sum of Eighteen hundred & fifty Dollars he being the highest & best bidder and having bid more than two thirds the appraisement

Elizabeth Coolidge Widow

of John Coolidge Decd.

By Cole & Witter
her Attys.

Eliza Beth Coolidge
Executing of
John Coolidge dec'd
to
Uriah Coolidge et al

Common Pleas
Petition to Sell Land

In obedience to the order of the Court in this case, after being duly sworn, and upon actual view of the premises in the said petition described, we the undersigned appraisers, do estimate the ~~value of~~ just value of said real estate, described in said petition, being one hundred sixty four acres, more or less, subject to, and encumbered by, the dower estate of Eliza Beth Coolidge, the widow of said John Coolidge, deceased (said dower having been assigned to said widow, in said premises, under a former order of this court) at ~~$17 00, dollars, for land~~
Seventeen hundred Dollars

April 30th 1849

Andrew Keyes } appraisers
Jacob Fairfield
Darius Burnham

Personally appeared before me Darius Burnham & Jacob Fairfield the above named persons and made solemn oath that they would upon actual view honestly and impartially appraise the real estate in pursuance of the order of the Court of Common pleas of Union County in the case of Eliza Beth Coolidge vs John Coolidge dec'd.

State of Ohio Union County SS } Andrew Keyes, J. P.

On the 30th day of April 1849 before me Personally appeared Andrew Keyes and made solemn oath that he would upon actual view honestly and impartially appraise the real estate in pursuance of the order of the Court of Common pleas of the aforesaid County in the case of Eliza Beth Coolidge vs John Coolidge dec'd

April 30. 1849 — Darius Burnham J. P.

Fees. Appraisers $1.00 each ~~total~~ pr day total $3.00
Certificate and oath of appraisers 25

Elizabeth Coolidge, Exr

Notice of Sale
of real Estate

SALE of Real Estate by order of Court.—On the 30th day of May A. D. 1849, between 10 o'clock A. M., and 4 o'clock P. M., at the door of the Court House, in the Town of Marysville; will be sold to the highest bidder, the following real estate, as the property of John Coolidge, deceased, to wit: Situate in the County of Union and State of Ohio; and bounded, and described as follows: part of Surveys Nos. 4818 and 4279; bounded on the north by Big Darby creek, on west by lands owned by S. K. & Josephus Reed, on the south by land owned by A. Walk, and on the east by land owned by A. Walk and Warren Rose; containing one hundred and sixty-four acres, more or less, being all that certain tract of land lying on the waters of Big Darby, and owned by John Coolidge, at the time of his demise. Subject to the dower of widow. Appraised at $1700. Terms of sale, one third down, one third in twelve months, and one third in twenty-four months.—Deferred payments secured with interest, and by mortgage.

ELIZABETH COOLIDGE,
Executrix of John Coolidge, deceased.
May 2, 1849. n49w4.

The State of Ohio }
Union County } ss

Personally appeared before me Lewis English and made solemn oath that the notice hereunto attached was published for four consecutive weeks commencing May 2nd AD 1849, in the "Argus" a weekly newspaper printed in the county of Union, Ohio, and that said newspaper during that time was in general circulation in said county

J. English
Printer

Sworn to & subscribed before me this 29th day of May AD 1849

Jno W Wilkinson J.P.

Fees 12½

Union Com Pleas

Elizabeth Coolidge Exx
vs
Uriah Coolidge et al

Subpoena Chy

Filed Sept 14. 1848
John Cassil Clk

Served this writ by delivering to each of the within named defendants a certified copy thereof
August 19 A.D. 1848

Fee = mileage 30
copies 30
service 75 = $1.75

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon Uriah Cooledge, Mathew Cooledge, Nancy Saunders and Charlotte Cooledge,

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 to sell Land in Chancery, exhibited against them by Elizabeth Cooledge, Executrix of the last will & Testament of John Cooledge, deceased,

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

Witness, JOHN CASSIL, Clerk of our said Court, at the Court House, this 22 day of August A.D., 1848

John Cassil Clerk of Common Pleas.

Chancery Case File

Case No. 1848-CH-0017

No. 48-CH-17

Union Common Pleas Court.

James Severin
Plaintiff,

AGAINST

Rachel Severin
Defendant.

SEP TERM. 1848

DECREE FOR PLAINTF

Journal 4 Page 165

Record No. 5 Page 318

Ex. Doc. Page

In Union Comm Pleas

James Sevison for himself & as Guardian &c

vs

Rachael Sevison

Pet for Par

Filed Sept. 20th 1848
John Cassil, Clerk

Ma for appg Comm & partition to meet the pet
ntts.
Mr. B. Lewis.

Cost bill made
Record
Recorded

Allison & Curry

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

Your Petitioner James Sevirn for himself and as Guardian for Matthew Sevirn of the County of Union Ohio, represents, that he and the said Matthew Sevirn have a legal right to, and are seised in fee simple, each of a moiety or one undivided half part of the following real estate, lying and being in the County of Union, and State of Ohio, being part of Survey No. 5506 and bounded and described as follows, Begining at a sugar tree, beech and ironwood - thence N. 80. E. 160 poles to two white oaks and a beech, thence N. 10. E. 100 poles to three beeches, Thence S. 80. W. 160 poles to two beeches an ironwood and sugar, Thence N. 10. W. 100 poles to the begining Containing One hundred acres more or less, being lot No. 7. of the subdivision of said Survey: And your petitioner further represents, that Rachael Sevirn of the said County of Union, as widow of John Sevirn late deceased, is entitled to dower in the same premises, Your petitioner, therefore prays, that partition of said lands may be made between himself and his said ward Matthew Sevirn, and the dower of the said Rachael Sevirn assigned therein, or if the same cannot be done without manifest injury, that then such other proceedings may be had in the premises as are authorised by law.

By Allison & Curry his Attys

Orphans Court Docket

James Severin for herself & as Guardian
vs
Rachel Severin

Writ of Partition

Filed Sept 23 1886
John Cassidy Clk

I have executed this writ by the sale of the within named Commissioners whose report is herewith returned together with the accompanying report. Sept 21st 1886

Fees = mileage 30
Service 1.00 = 1.30

Philip Wade Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County Greeting;

We command you that without delay, by the Oaths of William B Irwin, Cyprian Lee and Robert Gamble, you cause Rachel Severin, widow of John Severin, deceased, to be endowed of One full equal third part of the following real estate situate in said County of Union, & described as follows to wit, being part of Survey No 5506, and bounded & described as follows begining at a sugar tree beech and ironwood thence N 80, E, 160, poles to two white oaks and a beech, thence N. 10, E 100 poles to three beeches, thence S. 80, W. 160 poles to two beeches and ironwood and sugar, thence N 10, W. 100 poles to the begining containing one hundred acres more or less, being lot No 7, of the subdivision of said Survey, and also that in like manner, and by the like oaths of the same William B Irwin Cyprian Lee and Robert Gamble, you cause partition to be made of the same lands subject to said dower estate, among the following persons and in the following proportions to wit, to James Severin one equal half part and to Mathew Severin, one equal half part, and that your proceedings in the premises you distinctly certify under your hand, to our Court of Common Pleas, within and for the said County of Union, together with this writ, forth with

Witness John Cassil, clerk of said Court at the Court House in Marysville this 21. day of September A.D, 1848

John Cassil clk

Zum Vergleich
Re Point

Freiw Sept. 23. 1848
John Cassel Mk

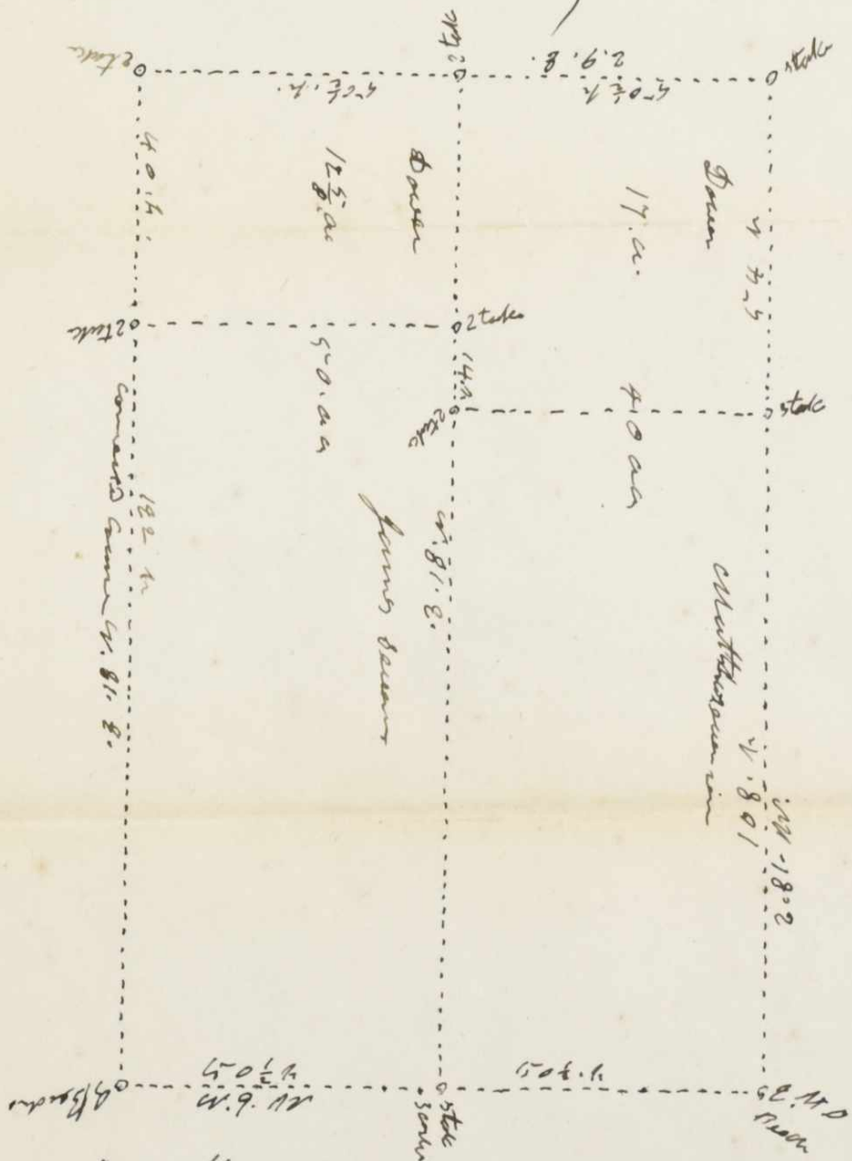
James Sevin for himself & as Guardian for &c

vs

Rachael Sevin

In Union Com Pleas

In Partition



I Certify the above to be a Correct Plat of the partition and Dower in the above Case of Lot No 7. in Subdivision of Sem Survey No 45-06 Made September 29th 1848

Wm. B. Irwin Surveyor U.C.O

fees $2.00

Commissioners
Report

Filed Sept 23. 1848
John Cassil Clk

James Severen for himself & as Guardian for &c
vs
Rachel Severen

In Union com pleas
In partition

We the commissioners of a writ of a writ of partition in the above case report that we have made partition of the land described in said writ as follows After being sworn by the Sheriff of said county on actual view of said land we have devid the said lot No 7 between James and Matthew Severen Heirs of John Severen Dec'd as follows beginning at at a stake in the line of William Scotts land being the west line of said lot S 9 E corecting the course there of 50½ poles from the N W corner of the lot and N 9 W 50½ poles from the S W corner there of from thence running parald with the N & S lines corecting the course N 81 E 162 poles to a stake in the east line of the lot standing N 9 W 50½ poles from the S. E. Corner & S. 9. E. from the N. E. Corner Witness 3 stakes and we set of to James Severen all that Part of lot No. 7. as lies South of Sd. line being 50. acres and lying north we set of to Matthew Severen being 50 acres

We also set of to Rachel Severen widow of John Severen dec as her Dower in the house lot No. 7. 29¾ acres bounded as follows beginning at the N. E. Corner of the lot then with the West line of the lot corecting the Course S. 9. E. 101 poles to the S. W. Corner then with the South line N. 81. E. 40. poles to a stake then N. 9. W. 50½ poles to a stake in the partition line then with Sd line N. 81. E. 14 poles to a stake then N. 9. W. 50½ poles to a stake in the N. line then with Sd line S. 81. W. 54 poles to the beginning all of which will appear on the plat of the survey here with the return Sept 21st 1848. Wm. B. Irvin
A Lee
Fees $1.00 each $3.00
Robert Gamble

In Union Com Pleas

Rachael Seirson

ads

James Seirson

Answer

Filed Sept. 20-1848
John Caskie, Clerk

The answer of Rachael Sevirn to the petition for Partition and assignment of Dower exhibited against her, by James Sevirn for himself and as Guardian for Matthew Sevirn, Petitioner, in the Court of Common Pleas of Union County Ohio:

The said Rachael Sevirn now comes, and for answer to the said petition says that she admits the allegations of said bill as to the title of said Petitioner and the dower of this defendant in said premises to be true: and she hereby waives process and service thereof, and enters her appearance in this cause; and she hereby consents that the prayer of said petitioner may be granted and that said partition & assignment of Dower may be made, according to the Statute in such case made and provided, at the September Term of said Court A.D. 1848 or at a subsequent Term.

her
Rachel + Sevirn
mark

Attest. Sanford Cook

Chancery Case File

Case No. 1848-CH-0018

No. 48-CH-18

Union Common Pleas Court.

Farmers & Mechanics Bank of Steubenville
Plaintiff,

AGAINST

Allen Biggs et al
Defendant.

Nov 1849

Dismissed at
Cost of plff.

No Record

Journal 4 Page 266

Record No. Page

Ex. Doc. Page

No. 42

Union Com. Pleas

The Trustees of the Farmers and Mechanics Bank of Steubenville
vs
Allen Biggs and others

Filed Sept 20. 1848
John Cassil Clk

Cost Bill made
No Record

Mr Lawrence
Atty.

To the Court of Common Pleas of Union County Ohio

The Trustees of the Farmers and Mechanics Bank of Steubenville represent that on the 14th day of May AD 1817 said Bank was the holder of a certain note drawn by one Andrew Howlit or Hewlit and payable to John Flack for the sum of $3800. or thereabouts, which note was by said Flack endorsed to Benjamin Biggs and by said Biggs to said Bank: That an attachment suit was prosecuted in Union County in the Court of Common Pleas of that County on said note by said Bank against Biggs and Judgment recovered for about $5.275.66⅔ & costs at the November term of said Court AD 1823 and an order made to sell the following lands in said County to pay said Judgment, to wit, In Union County 450 acres of land on Mill Creek being Military entry and Survey No. 4074 - also Military entry and Survey No. 4075 containing 375 acres attached by virtue of said writ, said land being patented to Benjamin Biggs being the same land then owned by him: That by virtue of said order said lands were sold by the Sheriff of Union County to said Bank & the sale confirmed & deed ordered to be made to said Bank which was accordingly done all of which appears by the records of said Court & the records in the Recorders office in said County That said Biggs departed this life and Stephen Colwell then of Belmont County was appointed Administrator of said Biggs by the Court of Common Pleas of said Belmont County and said administrator prosecuted a writ of error upon said judgment after the sale aforesaid and said Judgment was reversed by the Supreme Court for Union County at the July term 1827

Your orators also represent that after the reversal of said proceedings your orators, the Bank, and said administrator considered & treated said reversal as not affecting or defeating the title of said Bank to said premises, but as entitling the representatives of said Biggs to restitution of the monies for which said land were sold with interest from the day of sale from said Bank and your orators aver that by the act of 1824 then in force the title of said Bank in said land became affirmed especially as your orators aver restitution was made by said

Bank to said administrator to the full amount for which said lands were sold with interest, the manner of making which restitution is herein shown

Your orators also represent that soon after the reversal of said proceedings in attachment said administrator demanded the restitution aforesaid but the Bank claimed that they had a right to retain the amount claimed by said administrator as restitution and credit the same on the note for for which the original suit was instituted and to settle the rights of the parties an amicable suit was brought in the Court of Common Pleas of Jefferson County in assumpsit in favor of said Bank and against said Colwell as administrator on the said note on which the attachment suit was brought, which suit in assumpsit was certified to the Supreme Court for Jefferson County for want of a quorum of disinterested Judges and at the October term 1827 of said Supreme Court Judgment was recovered on said note and interest for the sum of $6.168.67

which was reduced by offsets of the proceeds of the sale of said land aforesaid & another tract sold under said attachment proceeding including interest as claimed by the administrator $1.142.05

leaving a ballance due the Bank for which judgment was rendered of — $5.026.62

which still remains due the Bank with the interest thereon amounting in all to between $11.000.00 and $12.000.00 and has never been reversed or otherwise satisfied —

Your orators also represent that a writ of Scire facias was issued on said Judgment in the Supreme Court of Jefferson County prior to last term to revive said judgment ~~to revive it~~ which was returned "nihil" and Your orators are now proceeding by Scire facias to revive said judgment in said Supreme Court & said Scire facias proceeding is now pending & a Judgment is sought to be obtained at next term.

Your orators also represent that said Biggs having died Biggs's heirs now claim title to said land because of irregularities in said attachment proceedings and are prosecuting Ejectment suits in the Circuit

Court of the United States to recover possession of said lands against the occupants & those claiming title under the Bank as its vendees of said land, said Heirs are as follows Benjamin Biggs Washington L Biggs, Zachens Biggs George Biggs John Biggs Allen Biggs William Irwin & Henrietta his wife Benjamin B Anderson William Merritt and Sarah Ann his wife James Anderson Allen Anderson Priscilla E Anderson William W Anderson, Julianna Anderson George M Anderson Mary Jane Anderson by sue P Beatty & Henrietta Beatty John P Beatty Wm Anderson

who claim said premises above described as heirs of Biggs as also the premises hereafter described

You orators claim that by the act of 1824 the title of said Bank became perfect to said land by said reversal & restitution aforesaid & that if not they have a lien on said land by the act of 2d March 1846 for the amount of said claim & judgment & the amount of said set off & restitution being $1.142.05 with interest since October 1827 and that said lands above & hereafter described must be subjected to the lien of complainants thereon to pay all of said judgments claims, restitution, set off &c

You orators are not aware of any other claim against the estate of Benjamin Biggs Decd. nor is it believed any other exists & they here assert their lien on the lands & property in this Bill described & the assets received if any by said Heirs from said Biggs deceased

You orators represent that said Biggs died leaving also the following land in Union County now held by said Heirs subject to the claims aforesaid Beginning at the N. W. corner of Survey No 4074; thence South 11°E. 158 poles to an elm stump: thence N. 80°E. 150 poles to a hickory: thence N. 11°W. 158 poles to 3 sugar trees in the N. line of said survey & in the S. line of Survey 4075: thence S. 80° W 155 poles to the beginning containing 150 acres part of Survey No 4074

that said last described 150 acres is occupied by Michael S Wood Mrs Blue Zephaniah Reed William Reed Jacob Parthemon James Mattick James Draper Abram Amsine

of Union County who claim title under said Bank: that said administrator has not as is believed assets sufficient to pay said claim of your orator.

Your orators also charge & aver that they have good cause to believe & do in fact believe & charge the truth so to be that said Heirs of Benjamin Biggs deceased also described are about to convey encumber & transfer said real estate with intent so as to defraud hinder & delay your orators in the collection of their claims & judgment aforesaid.

Your orators charge that said Stephen Colwell resides in Philadelphia Pennsylvania, and that that the residence of all said other persons above named (except the occupants of said land residing in Union County as also stated) is unknown & that the residence of said Heirs is unknown to your orators or their attorney

Your orators pray that all of said persons may be made defendants - that subpoena issue - that they may answer but not under oath - that the owners of said land sold under said attachment proceeding & the title of said Bank may be quieted & that said title may be affirmed in the Bank & their vendees: that if that can not be done the title of Biggs Heirs may be sold to satisfy complainants claim: that said last described 150 acres may be sold to satisfy said claim: that said Heirs of Benjamin Biggs & those claiming title under him & not under said attachment may be enjoined from selling or disposing of any of said lands or encumbering them that the lien aforesaid may be asserted & for general & special relief such as may be equitable -

By Mr Lawrence
Atty.

When I filed a bill in Log. Co. I sufficiently the Heirs lived in Va. but omitting I am unable to state their residence

State of Ohio
Union County ss.

I, do solemnly swear that I am agent and attorney for the Trustees of the Farmers & Mechanics Bank of Steubenville and that the matters & things stated in the foregoing Bill I believe to be true. I do also swear that the residence of the persons described in said Bill as Heirs of Benjamin Biggs deceased is unknown to me

Wm Laurence.

Sworn to and Subscribed before me this 20th Day of September 1848

John Cassel Clerk

Praecipe

The Trustees of the
H & M Bank of
Steubenville
v
Allen Biggs et al

In Chancery

Issue subpoena to

Sheriff of Union County for
Michael L Wood
Wm Blue
Zephania Reed
Wm Reed
Jacob Parthinon
James Watlick
James Draper
Abram Amrine.

To Sheriff of Guernsey Co. for
John P Beatty
Cyrus P Beatty
Henrietta Beatty
Allen Biggs

To the Sheriff of Hamilton Co.
Wm Anderson
Wm Merritt & Sarah Ann his wife
Benjamin B Anderson
James Anderson
Allen Anderson
Priscilla E Anderson
Wm. W. Anderson
Julianna Anderson
George M Anderson
Mary Jane Anderson

It is said this was the residence of these parties in 1842 - whether it is now or not I do not know but a subpoena can do no harm.

Please issue as above

Wm Lawrence
Atty.

The Trustees of the Farmers and Mechanics Bank of Steubenville
v
Allen Beggs & others

} Union Com Pleas
In Chancery

An application will be made to the present term of said Court for an injunction in this case as prayed for in the Bill on file, as soon as said application can be heard.

Sept 20. 1848

Wm Lawrence
Plfs Atty

I acknowledge service of this notice this day Sept 20. 1848
P. B. Stanton
for Defts

Union Com Pleas

The Farmers & mechanics Bank of Steubenville

vs

Allen Biggs Nals

Subpoena ck

Served 12th October 1848 by reading to John Beatty and leaving a copy of the within writ at his place of residence in Bank Row

John B. Russell
S.C.D.

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of ~~Union~~ Guernsey, Greeting:

We command you to summon John P. Beatty, Lyons P. Beatty, Harriette Beatty and Allen Biggs, 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 The Trustees of the Farmers and Mechanics Bank of Steubenville,

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

Witness, JOHN CASSIL, Clerk of our said Court, at the Court House, this 20th day of September A.D., 1848

John Cassil Clerk of Common Pleas.

In Union Com Pleas

Allen Riggs et als

vs

The Trustees of the Farmers & Mechanics Bank of Steubenville

Demurrer

Filed July 31. 1849
James Kirkpatrick Clk

Allison & Curry

The Joint and Several Demurrer of Allen Biggs and the other heirs of Benjamin Biggs deceased who are defendants to the Bill of Complaint of The "Trustees of the "Farmers & Mechanics Bank of Steubenville" Complainants.

The said defendants, by protestation not confessing or acknowledging all or any of the matters or things in the Complainants said Bill of Complaint to be true, in such sort, manner and form, as the same are therein set forth and alleged, for answer to the said Complainants Bill of Complaint, these defendants do demur in law, and for cause of demurrer say that there are no proper Complainants; the individual names of the Trustees are not named, and they are not a Corporation; wherefore, and for asmuch as the Complainants said Bill of Complaint doth not contain, as these defendants are advised, any matter of equity sufficient to establish any right or demand against these defendants, or either of them, nor to draw them in suit into this Honorable Court touching the matters complained in the Complainants said Bill of Complaint, and also for many other errors and imperfections in the said Complainants said Bill of Complaint contained, these defendants do demur in law thereunto, and thereby crave the judgment of this Honorable Court, whether they ought to make any answer to the said Bill of Complaint; and thereby pray to be hence dismissed with their costs, in this behalf wrongfully sustained.

By Allison & Curry
Their Solts.

Union Com Pleas

Trustees of the Farmers & Mechanics Bank of Steubenville,

vs

Allen Biggs et al

Sub in Chy

Filed sept 23, 1848
John Devine Clk

Served this writ by delivering to Michael A Moore, William Blue, William Reed, [illegible] and James Draper each a certified copy thereof and by leaving a certified copy thereof at the residence of Jehiel Reed and also at the residence of Jacob Parkhurst, Harvey Weldich & Abram Aurine not found

Sept 21, 1848

Fees = mileage 25
Copies — 60
Service — 1,35 = $2,20

Philip Dwier Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon Micheal S. Wood, William Blue, Zephaniah Reed, William Reed, Jacob Pathomer, James Wettick, James Draper and Abram Amine

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 Nats by The Trustees of the Farmers & Mechanics Bank of Steubenville,

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

Witness, JOHN CASSIL, Clerk of our said Court, at the Court House, this 20th day of September A.D., 1848

John Cassil Clerk of Common Pleas.

Box 19.

No. 48-CH-19

Union Common Pleas Court.

Jefferson Dempsey admr Plaintiff,

AGAINST

Elizabeth Fox Defendant.

AUG TERM. 1850

DECREE FOR PLAINTF

Journal 4 Page 325

Record No. 5 Page 604

Ex. Doc. Page

No return of sum
under seal

Chy No 22

Jefferson Dempsey admr
of Wm J Pyle decd
vs
Elizabeth Cox et als

Sale confirmed &
deed ordered

Costs bill made
Record —
Recorded in Union Com Pleas

C-~~[illegible]~~ 37

Union Common Pleas

Jefferson Dempsey, Adm.
of William J. Pyle, decd.
vs
Elizabeth Cox & others

Petition to sell.

Filed Sept. 23 - 1848
John Cassil Clerk

appg of dower ordered
order of sale 1/3 in
hand 1/3 in 9 mo
2/3 in 18 mo. with int
on deferred paymts secured
by mortgage

Recorded

John H. Young, atty.

To the Court of Common Pleas of Union County Ohio.

Your petitioner Jefferson Dempsey, Administrator of the Estate of William J. Pyle, dec.d respectfully represents that there are no personal assets belonging to decedent in Ohio, that the debts owing by said Estate amount to about three thousand dollars, and there is no personal Estate or effects to pay said debts.

The said decedent died seized in fee simple of the following described real Estate in Union County, Ohio, to wit: that certain tract of six hundred and four acres, being of Survey No. 158, beginning at 5 lines the North East Corner of said Survey, thence South 37° East 400 poles to an ash, elm & hickory, thence South 53° West 234 poles to 2 beeches and dogwood, thence North 37° West 400 poles to a stake; thence North 53° East 249 poles 10 links to the beginning

The said decedent died leaving a widow named Elizabeth, who has since intermarried with James Cox: the decedent also left the following children his heirs, to wit: Mary Jane Pyle and Ezekiel B. Pyle, who are minors and whose guardian is John Entrikin. All said persons reside in the State of Pennsylvania.

Your petitioner therefore prays that the said James Cox and Elizabeth Cox his wife (widow as aforesaid) and the said Mary Jane Pyle and Ezekiel B. Pyle and John Entrikin may be made defendants to this petition: and that your petitioner may be order to sell said real Estate to pay said debts and for such other relief as may be proper &c.

John K. Young,
Atty. for Petitioner.

Filed Aug 14. 1849
James Kirkpatrick Clk

Jefferson Dempy admr of Wm J Pyle decd
vs
Elizabeth Cox et als

In Union Com Plea

Following described Real Estate in Union County Ohio, to wit, that certain tract of ~~land~~ Six hundred and four acres being of Survey No. 158 begining at 5 links. the North East-Corner of Said Survey; thence South 37° East 400 poles to an ash Elm and hickory. thence South 53° west 234 poles to 2 beeches and dogwood thence North 37° west 400 poles to a stake thence north 53° East 249. poles 10 links to the begining.

Filed May 29. 1849
Jas Kirkpatrick Clerk

Publication

UNION COMMON PLEAS.

Jefferson Dempsey, Administrator of William J. Pyle, deceased, vs. Elizabeth Cox, and others.—Petition to sell Land.

JAMES COX, and Elizabeth Cox, his wife, (late widow of William J. Pyle, deceased,) Mary Jane Pyle, and Elizabeth B. Pyle, heirs of said decedent, and John Entricken, their guardian, are notified that on the 21st day of September, A.D., 1848, the said Administrator filed his petition in the Court of Common Pleas of Union county, Ohio, against them, the object and prayer of which petition is to obtain an order, &c., at the next term of said Court for the sale of the following Real Estate, of which the said William J. Pyle, died seized, to pay the debts of said decedent, to wit: 604 acres of land being of Survey No. 158, beginning at 5 lynns the N. E. corner of said survey, thence S. 37 E 400 poles to an ash, elm and hickory; thence S 53 W 234 poles to two beeches and dogwood; thence N 37 W 400 poles to a stake; thence N 53 E 249 poles, 10 links to the beginning, lying and being in Union co., Ohio.

JEFFERSON DEMPSEY,
Admr. of Wm. J. Pyle, dec'd.
JOHN H. YOUNG, Atty.

September 27, 1848 s10w4

State of Ohio }
Union County } ss

P. B. Beale
Publisher of the Argus a newspaper printed & in circulation in said County makes solemn oath that the Notice herein attached was published for four consecutive weeks in said paper commencing Sept 27 1848

P. B. Beale

Sworn to & subscribed
May 29 1849 J. A. Kirkpatrick Jr Clerk

Dewitt Adam
vs
Eliz Cox et al

Proof of Pub. of sale

Filed Jany 5. 1850
Skinkado for Clk

ADMINISTRATOR'S SALE OF Real Estate.—On the 5th day of January, 1850, will be sold to the highest bidder at the door of the Court House in Marysville, Union co. Ohio, the following described Real Estate in said county, to wit: Being part of Military survey No. 158, beginning at 5 linns at the N. E. corner of said survey; thence south 37° E. 400 poles to an ash, elm, and hickory; thence south 53° west 234 poles to 2 beeches and dogwood; thence N. 37° west 400 poles to a stake; thence N. 53° E. 249 poles 10 links to the beginning, containing 604 acres of land, subject to the dower estate of the widow of William J. Pyle dec'd. Said sale to be made in pursuance of an order of the Court of Common Pleas of Union County, Ohio, made at its November term, A. D., 1849.

Terms of sale: One-third of the purchase money in hand; one-third in 9 months, and balance in 18 months from day of sale, with interest from day of sale, deferred payments to be secured by mortgage on the premises.

JEFFERSON DEMPSEY, Adm'r of William J. Pyle, dec'd.

Nov. 21, 1849. n10w5p($2,75

The State of Ohio Union County ss. I David W English do make solemn oath that a notice of which the annexed is a true copy was published for four weeks successively immediately previous to the 5th day January AD 1850 in the Marysville Tribune a newspaper of general circulation in the County of Union ~~to wit William J Pyle deceased last Dwelt~~

D. W. English.

Sworn to and subscribed Before me this 5 day of Jany AD 1850

James Lyons J.P.

Probate 0127.

We the undersigned agreeable to the requisitions of this order have viewed the premises discribed in the petition and find the same to be worth two dollars & Seventy five Cents per acre And have set off as the Widows dower two hundred one acres & one third of an acre beginning at five Lynns Northeasterly Corner of said land Thence Southerly to the South East Corner Thence Westerly with the land line for enough to contain the above quantity running on a parallel line with the North East line

M. H. Wadhams

Nathaniel Raymond
Moses Devore

Jas N Raymond	2 days	2.00
" Moses Devore	2 days	2.00
M. H. Wadhams	2 days	2.00

The State of Ohio Union Co (SS)
Personally appeared the within named Nathaniel Raymond Moses Devore and M. H. Wadhams who were by me duly sworn according to law to perform the duties required of them by the within order. Given under my hand this 2nd day of Nov. 1849

Joshua Judy J.P.

Union Common Pleas
Jefferson Dempsey Admr of
Wm Lyle Decd
vs
Elizabeth Cox & others
Order for assignment & appraisement

Filed November 16, 1849
James Riddle Clerk

Jefferson Dempsy admr of William I. Pyle decd vs Elizabeth Cox & others

May Term A.D. 1849

Pet. to Sell land.

On motion to the court By John H Young. Counsel for the Petitioner. it is ordered that the said Elizabeth Cox be endowed of one full equal third part of the real estate in the Petition mentioned and described. and it is further ordered that David Danforth. Moses Devore. and Nathaniel Raymond being first duly sworn. do upon actual view of the premises set off and assign the said dower to the said Elizabeth Cox. and make return of such assignment together with a just valuation of said real estate subject to said dower. to the next term of this court.

continued.

Jefferson Dempsy admr of W. I. Pyle decd vs Elizabeth Cox et als

August Term A.D. 1849

Petition to Sell Land.

It appearing that in consequence of the sickness of David Danforth. one of the appraisors heretofore appointed was unable to perform the duty assigned him & that ~~the~~ an informal assignment and appraisement has been made which is set aside. the court now substitute M. H. Wadhams in the place of said Danforth as an appraiser and direct a new assignment and appraisement in pursuance of the former order of this court and cause continued for that purpose.

The State of Ohio Union County ss.

I. James Kirkade jr. Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio. Do hereby certify the foregoing entrys. to be truly copied from the Journal of said Court. of the May and August Terms A.D. 1849

Witness my hand and Seal of Office at Marysville the 26th day of October AD 1849. James Kirkade jr Clerk

State of Ohio Union County ss
I do hereby certify that the within name Wilson
vs Moses Brown Nathaniel Raymond & Wm Radhams
was duly qualified by me
S. S. Stowell J. P.

Union Com Pleas

Jefferson Dempsey adm
of the Estate of Wm J Boyle deg
vs
Elizabeth Cort et als

Filed August 14. 1847
James Kirkpatrick Clerk

Return Recorded

The State of Ohio Union County ss.

I. James Kinkade Jr Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio. Do hereby Certify that the following Entry is truly Copied from the Journal of said Court of the Term of May AD 1849 Court,

Jefferson Dempsy admr of William J. Pyle decd vs Elizabeth Cox & others } Pet. to Sell Land.

On motion to the Court by John H Young, Counsel for the Petitioner It is Ordered that the said Elizabeth Cox be endowed of One ~~[illegible]~~ full equal third part of the real Estate in the petition mentioned and described And it is further Ordered that David Danforth, Moses Devore and Nathaniel Raymond, being first duly Sworn do upon actual view of the premises set off and assign the said Dower to the said Elizabeth Cox and make return of such assignment, together with a just valuation of said real estate subject to said dower to the next Term of this Court. Continued,

Witness my hand and the Seal of said Court, at Marysville this 30. Day of May AD 1849.

James Kinkade Jr Clerk

David Danforth being sick and unable to attend I have appointed M H Wadhams to serve in his place

D S Gaskill J P

We the undersigned have viewed and appraised the land as discribe in the order hereunto attached & find it worth two dollars & seventy five cents pr acre and have set off for the widows dower one third of the whole surby Commencing at the five Sisters North East corner of the tract thence South with the land line 400 poles to an Ash & Elm thence ~~thence~~ S on the land line far Enough to Cut a parallel line through to make two hundred one acre & one third of an acre

Fees N Raymond 1 day	1,00	Nathaniel Raymond
Moses Devore 1 do	100	Moses Devore
Mc H Wadhams "	100	Mc H Wadhams
	$ 3,00	

Jefferson Humphreys, Administrator of Wm. Q. Pyle, dec'd.

Chancery Court Petition

Ass. of guard. ad litem.

Filed May 29, 1849
Jos Kirkman, Jr. Clerk

The joint answer of Mary Jane Pyle and Ezekiel B. Pyle, infant defendants, to the Petition for the sale of real estate, exhibited against them herein by Jefferson Dempsey, Administrator of William S. Pyle, dec'd. in the Court of Common Pleas of Union County, Ohio, by C.W. B. Allison their guardian ad litem.

And the said Mary Jane Pyle and Ezekiel B. Pyle, infant defendants as aforesaid, by C. W. B. Allison their guardian ad litem, for answer to said petition, say, that by reason of their tender years they are not able to comprehend the matters stated in the petition and therefore ask that petitioner be put to the strict & full proof thereof, and that they may be dismissed with their costs &c.

Mary Jane Pyle
Ezekiel B Pyle
By C W B Allison their
Guardian Ad Litem

affidavit as to
assets

The State of Ohio }
Union County } ss.

Personally came into open Court Jefferson Dempsey (who is administrator of the estate of William G. Pile, dec'd.) and made oath in due form of law, that as such Administrator he has been informed of debts against the estate of the said Wm. G. Pile, to the amount of three thousand dollars and that there are no personal assets or effects belonging to said estate in Ohio, as he verily believes.

affirmed to & subscribed in open Court May 24, 1849.

Jefferson Dempsey

James Kinkade Clerk

Jefferson Dempsey, Admr.
vs Wm. J. Pyle, decd.
&
Elizabeth Cox Petition

Admr. return.

Filed January 5. 1850
James Kirkwood for Clerk

Jefferson Dempsey
Admr. of William I. Pyle, decd.
vs
Elizabeth Coy Pettus

Union Common Pleas

Petition to sell land.

In pursuance of an order of Sale made at the November Term 1849 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 Allenville, on the 5th day of January 1850 I offered said property at public Vendue and Ezra L. Bailey having bid therefor twelve hundred 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 $2.87½

Jefferson Dempsey
Administrator
of Wm. I. Pyle, decd.

January 5, 1850.

Jefferson Dempsey
adm
vs
Elizabeth Cox et al

Proof of Publication

Filed July 4. 1850
J Kirk Rudy for clk

ADMINISTRATOR'S Sale of Real Estate--On the 29th day of June A. D. 1850, between the hours of 10 o'clock, A. M. and 4 o'clock P. M., of that day, will be sold to the highest bidder, at the door of the Court House in Marysville, Union County, Ohio, the following described real estate, to wit: Being part of Military Survey No. 158, begining at 5 lynns at the N. E. corner of said survey; thence south 37° E 400 poles to an ash, elm and hickory; thence south 58° west 234 poles to 2 beeches and dogwood; thence N 37° west 400 poles to a stake; thence N 53° E 249 poles 10 links to the beginning, containing 604 acres of land, subject to the dower estate of the widow of William J. Pyle, deceased. Said sale to be made in pursuance of an order of the Court of Common Pleas of Union county, Ohio, made at its November Term 1849.

Terms of sale: one third cash in hand, one third in 9 months and the balance, in 18 months from the day of sale, with interest from the day of sale, deferred payments to be secured by mortgage on the premises.

JEFFERSON DEMPSEY,
Administrator of William J. Pyle, deceased.

May 28, 1850. n37w4pf,2.75

The State of Ohio Union County ss.
I David W English do make solemn oath that a notice of which the annexed is a true copy was published for four weeks successively immediately previous to the 29th day of ~~June~~ A D 1850 in the Marysville Tribune a newspaper of general circulation in the County of Union

David W. English.

Sworn to and subscribed before me this 4th day of July A D 1850
James Kirkpatrick Jr Clerk
Union Com Pleas

Jefferson Dempsey
Admr of the Estate
of Wm J. Pyles decd

vs

Elizabeth Cox et al

Report of Sale

Filed June 29. 1850
S Kirkpatrick clerk

to him for that purpose.

Test:

P. Hoffman Clerk

June 29, 1850.

Jefferson Dempsey Admr

Jefferson Dempsey, Admr. of William J. Pyle, decd. vs Elizabeth Pyle & others

Union Common Pls

Petition to sell land.

In pursuance of an order of sale, made at the November Term, 1849 of said Court, I gave notice of sale in due form of law, and at the time and place mentioned in said notice for said sale, to wit: at the door of the Court House in the Town of Mannsville, in Union County, on the 29th day of June 1850, between the hours of 10 o'clock A.M. and 4 o'clock P.M. of that day, I offered said property at public Vendue, and J. Hennies Linville having bid therefor Twelve hundred 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

Chancery Case File

Case No. 1848-CH-0020

No. 48-CH-20

Union Common Pleas Court.

Michael Cramer adm'r
Plaintiff,

AGAINST

Bales Breedlove & et al
Defendant.

NOV. 1849

Dismiss at Plff's Costs.

No Record.

Journal 4 Page 272

Record No. Page

Ex. Doc. Page

41

Michael Cramer Admr

vs

Bates Breed Love

Et al —

Bill in Chy.

Filed Sept 23, 1848

John Cassil Clk

Cost Bill made

No Record

By B. B. Cole

A true copy as shown

by record

Copied

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

Michael Cramer Administrator of the Estate of Hugh Thompson Deceased represents to the Court that ~~a decree was~~ Bales Bradlove and Walter Wells were appointed Adms of Levi Wells Decd on the 2d day of December 1841, and that Elijah Bradlove of Champaign Co. and Isaac McLung of Union Co. become sureties for the said Administrators. your orator further represents that he had obtained a Judgment against the Levi Wells in his life time to wit on the 15 day of Nov. 1841. in Delaware County Com. Pleas for the sum of Six hundred & Sixteen dollars 44 cents, that said Judgment was on a note given by said Wells for the purchase money of certain Lands sold to him by your orator intestate. your orator further represents that afterwards on the 16th day of April 1846 a decree was rendered by your honorable Court for the sale of said Lands to pay the debts of said Estate of Levi Wells by the ~~said~~ Adms. thereof and in said Decree it was ordered that your orators said Judgment be first paid out the sale of said Land after paying the costs, your orators said Judgment ~~then~~ principle and interest amounted at that time to about, Seven hundred & eighty dollars, your orator represents that said Land was sold for $916.66 one third to be paid in hand and 1/3 in one year & 1/3 in two years, from sale your orator further represents that all the payments for said Land are ~~due~~ have been due for several months & that ~~they have~~ the said Administrators of said Wells have received the same in full but that they have paid your orator on his said Judgment only about Three hundred & Ninty five dollars, - and that said Administrators have unlawfully retain said Money ~~to the~~ against the Order & decree of your honorable Court to the Damage of your orator. your orator further represents that said Administrators of Levi Wells gave bond in the penal sum of four thousand dollars with said Elijah Bradlove & Isaac McLung their Sequrities conditioned ~~for~~ according to Law, a copy of which bond is hereunto

filed marked (A) & made a part hereof.

Your order therefore charges that said Admr.s of Levi Wells have failed to fulfil the condition of their said Admr bond in this that they have not paid over to your orator his said judgement from the money arising from the sale of said land as they were required to do by the order & decree of your honorable Court, rendered April 16. 1846, in journal No. 3. 394-5.

Your orator therefore prays that the said Admrs of Levi Wells together with their said securities be made defendants hereto and that on final hearing of this cause they be decreed to pay your orator the full amount of the balance due on his judgment for principal & interest which amounts to about five hundred dollars, and that your orator may have such other & further relief as equity good conscience may require

P. T. Slade

Sol. for Complt.

Issue a Subpoena for the Sheriff of Champaign County for Elizabeth Bradlove & Nathan Wells and to the Sheriff of Union County for Isaac McLung

P. B. Cole

77919

Union Com. Pleas

Michael Cramer
Admr.
vs
Bales Breedlove et al,

Det in Ch

Filed Jany 22, 1849.
Sa Hutchado Jr clerk

December 7th 1848 Personally served by reading and by giving to each of the within named defendants a true copy of this writ, on both of the within

Fees Service — 50
Copies — 30
Mileage — 50
Docketing — 10
$1.40

Docketing 50

THE STATE OF OHIO, UNION COUNTY, SS.

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

We command you to summon Elijah Breedlove and Nathan Wells

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 ~~Wm~~ by Micheal Cramer, Administrator of the Estate of Hugh Thompson Deceased,

and this they 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 3rd day of November A.D., 1848

James Kirkade Jr Clerk of Common Pleas.

Union Com Pleas

Michael Cramer
Admr vs
Bales Brickler & Wals

Att in Chy

Filed May 28, 1849
James McIlhenny Clerk

Served this writ May 11. 1849
by delivering to the within named
Isaac McLung a certified copy thereof
Fees = mileage 45
service 35
copy 10 = 90

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon Isaac M Lung

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 Wals by Michael Cramer, Administrator of the Estate of Hugh Thompson deceased,

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

Witness, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of our said Court, at the Court House, this 3rd day of November A.D., 1848

James Kirkade Jr Clerk of Common Pleas.

Union Com Pleas

E Bredlow et al

vs

Michael Cramer Admr &c

Ass of Bredlow & McLung

Filed Aug 14. 1849

James Rickard Jr CR

Conover & Brown Atty's

The Separate Answer of Elijah Bradlow and Isaac McLung to the Bill of Complaint of Michael Cramer Administrator of Hugh Thompson deceased, exhibited against them & others in Union Common Pleas in Chancery

The said Defendants for Answer to so much of said Bill as they are advised it is material they should answer say. That they admit themselves the heirs for said Administrators of Levi Nelly deceased as charged in said Bill, and they also admit the proceeding by said Administrators to subject the lands of said intestate to sale for the payment of debts, and the subsequent proceedings thereon as charged in the Bill.

Defendants deny that Complainant had obtained a judgment against the said Levi Nelly in his life time, as is falsely charged in said Bill, but on the contrary these Defendants then state that on the said 13th day of November 1841. at which time according to said Bill said judgment was rendered, said Levi Nelly was deceased, and these Defendants submit to the Court that said pretended judgment, if taken at all, was and is wholly void to all intents and purposes, and that the Complainant is not entitled to predicate any proceeding thereon against these Defendants. In further answering, Defendants say they do not know the extent of payments to Complainants by said Administrators, and do not know what a mount might be found due Complainant on said original note in a proceeding instituted for that purpose, and therefore can neither admit or deny the allegations of the Bill in that behalf. And having answered said Bill as fully as they can answer, ask to be hence dismissed with their costs &c.

Elijah Bradlow
Isaac McLung —

B Fomin & Brown Sol.