Chancery Case File

Case No. 1849-CH-0001

No. 49-CH-1

Union Common Pleas Court.

Thomas Moodie
Plaintiff,

AGAINST

William V Bluestone
Defendant.

Injunction.

Nov. 1849.
Dismissed without
Cost.

No Record.

Journal 4 Page 272

Record No. Page

Ex. Doc. Page

.42

Thomas Moodie
vs.
William Blue et al.

Bill in Chancery.

Filed January 5th 1849
James Thickadeep Clk

Cost bill made
No. Recd

Allison & Curry
Solicitors.

For reasons set forth in the Affidavit annexed to this Bill, I dispence with notice to the adverse parties of the application for an Injunction, and I allow an Injunction as prayed for in this Bill, to be continued until further order of the Court; and order the plaintiff to give bond and security to the defendants in the sum of One hundred dollars, conditioned for the payment of all costs that may be decreed against him

January 5th 1848

Levi Phelps Associate Judge of Court of Common Pleas of Union County Ohio

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

Respectfully represents unto your honors, your Orator Thomas Moodie of the County of Franklin in the State of Ohio that on the 21st day of January 1848 William Blue of said Union County, John M. Blue of Delaware County Ohio, and Jacob Reed and Joshua Marshall of said Union County made their Bill of exchange in writing and directed the same to W. M. Vermilye, and thereby required the said W. M. Vermilye to pay to the order of your Orator Two thousand Thirty two & $\frac{65}{100}$ dollars in sixty days after the date thereof, and thereby ~~Now said that~~ waived the acceptance thereof, and ~~then~~ delivered the same to your Orator; and the same was afterwards presented to said W. M. Vermilye for payment, but said W. M. Vermilye refused and neglected to pay the same; and afterwards said Bill of exchange was duly protested for nonpayment whereof ~~the defendants~~ the said William Blue, John M. Blue, Jacob Reed, and Joshua Marshall afterwards had notice; and afterwards to wit on the first day of November A. D. 1848, your Orator brought and commenced his action at law in the Court of Common Pleas of Union County Ohio against said William Blue, John M. Blue, Jacob Reed, and Joshua Marshall to recover from them the amount of said Bill of Exchange, which action still remains pending and undecided.

Your Orator further Represents that said Jacob Reed is insolvent, insomuch that the Sheriff of this County can find no property of his whereon to levy an execution; That said Joshua Marshall has not a sufficient amount of property subject to execution to pay the amount of said Bill of exchange, then being now due and unpaid thereon the sum of Twenty two hundred and fifty dollars and eighteen Cents; That said William Blue is about to convey, assign, remove, conceal, or dispose of a portion of his property with intent or so as to defraud ~~delay or~~ hinder ~~or delay~~ his creditor your Orator which intent of said William Blue is evidenced as your Orator informed and believes by the fact that he has recently disposed of some of his property at a sacrifice, — has refused to mortgage a portion of his property to secure to your Orator his said claim, and has said recently that the portion of his property refused to be mortgaged as aforesaid shall be applied and expended otherwise than in payment of said Bill of exchange.

Your Orator further represents that said John M. Blue is about to convey assign remove conceal or dispose of his property with intent or so as to

defraud hinder or delay his Creditor your Orator; which intent of said John McBlue is evidenced by the fact that he has recently proposed to sell his farm to One James Hamilton his Son-in-law, upon which your Orator is informed and believes is a mere pretext of indebtedness from said Blue to said Hamilton, and with a private arrangement that said Hamilton should support said Blue during his natural life.

Your Orator therefore prays that the said William Blue and John McBlue may be made Defendants to this petition; that the Writ of Subpoena may issue; that said Defendants full entire and specific answers may be compelled to make to this Bill and each and every allegation thereof; that a writ of injunction may issue restraining said Defendants from any disposition of any and all property credits or effects belonging to said Defendants inconsistent with the security of your Orator until the claim upon which your Orator's aforesaid action at Law was brought shall have been adjusted and satisfied, or until further order of the Court; and that your Orator may have such other and further relief as equity and good conscience may require.

By Allison & Curry
His Solicitors

The State of Ohio, Union County, SS.

I, Otway Curry, make oath and say that I am the duly authorized attorney of the above-named Complainant, and do further make oath and say that all the several matters and things which are set forth in the foregoing bill as from the information of others, I believe to be true, and that all the several other matters and things there in set forth are true in substance and in fact.

Otway Curry

Sworn to and subscribed this 5th day of January A.D. 1849, before me.

Levi Phelps Associate Judge of the Court of C.P. U.C.

The State of Ohio, Union County, SS.

Otway Curry makes oath and says that he is the duly authorized attorney of the above-named Complainant, and that as he verily believes, notice to the adverse party of the application for an injunction in this case will affect injuriously the rights of the said Complainant in this, to wit that the said Defendants will if thus notified dispose of their property herein sought to be enjoined from being disposed of, before a writ of injunction can be obtained.

Otway Curry

Sworn to and subscribed before me, this 5th day of January A.D. 1849

Levi Phelps Associate Judge C.C.U.C.

Wm Blue & others
Dr. P. M. Reunite
$2032.65.

March 24 1848

Cit. Prof Colz

FEES, 75 CENTS.
Pott 30

Sub to 24 June

GEORGE W. McLEAN,

NOTARY PUBLIC.

Principal — 2032.65
Prot. & post s. 1.05
Exchange —
Interest — 3.89

15 April '48
26 June '48 S Marshall

No. 2416.

$2032.65/100

2/24 Mch Marysville Ohio 21 Jany 1848

Sixty days after date, Pay to the order of Jno. Moodie Cashier at your office in New York, Two Thousand, Thirty two & 65/100 dollars value received, (acceptance waived).

To W. M. Vermilye Esqr.
New York.

William Blue
John M. Blue
Geo. Reed
Joshua Marshall

Whereupon, I, the said Notary, at the request aforesaid, did Protest, and by these presents do publicly and solemnly Protest, as well against the drawer drawee and Endorser of the said draft as against all others whom it doth or may concern, for exchange, re-exchange, and all costs, damages and interest, already incurred, and to be hereafter incurred, for want of payment of the same.

In Testimony whereof, I have hereunto subscribed my name, and affixed my Notarial Seal, in the City of New-York aforesaid.

W. M. Clau
NOTARY PUBLIC.

Credit my account
Thos Moodie
Carlin

United States of America, } ss. On the Twenty fourth day of March
State of New-York,

in the year of our Lord one thousand eight hundred and forty Eight at the request of W. M. Kemble Cash

I, GEORGE W. McLEAN, Notary Public, duly commissioned and sworn, dwelling in the City of New-York, did present the annexed original draft for $2132.15 dated Maysville Ohio 21 January 1848 & drawn by William Blue John M Blue Jacob Reid Joshua Marshall on W. M. Kemble & at the Office of the drawee

and demanded payment which was refused.

Whereupon, I, the said Notary, at the request aforesaid, did Protest, and by these presents do publicly and solemnly Protest, as well against the drawer drawee and Endorser of the said draft as against all others whom it doth or may concern, for exchange, re-exchange, and all costs, damages and interest, already incurred, and to be hereafter incurred, for want of payment of the same.

In Testimony whereof, I have hereunto subscribed my name, and affixed my Notariat Seal, in the City of New-York aforesaid.

G. W. McLean

NOTARY PUBLIC.

Thomas Moodie
vs.
Wm. Blue, et al.

Injunction Bond.

Filed Jany 5. 1849
James Kirkpatrick Clk

Know all men by these presents, that I, ~~Joshua Johnson Marshall~~ John Johnson am held and firmly bound unto William Blue and John M Blue in the sum of One hundred dollars to the payment of which I, ~~jointly and severally~~ bind myself, my heirs, executors and administrators, sealed with my seal and dated this 5th day of January 1849.

The condition of the above obligation is such, that whereas, ~~the above~~ Thomas Moodie has obtained an allowance of an Injunction in the Court of Common Pleas of the County of Union and State of Ohio, to restrain said William Blue and John M Blue from any disposition of any property, credits or effects belonging to said defendants inconsistent with the security of the said Thomas Moodie, until ~~the~~ a certain claim upon which suit at law was brought by said Thomas Moodie against said Blues and others (which suit at law is now pending) shall have been adjusted and satisfied, or until the further order of said Court. Now if the said Thomas Moodie shall pay all costs and charges which shall be decreed against him in case said Injunction shall be dissolved, then this obligation shall be void; otherwise in full force and virtue in law

John Johnson (Seal)

Approved this 5th day of January A.D. 1849

James Winkrade Jr Clerk

January 6th 1849 personally came this day before me a Justice of the Peace within and for said County, William Blue and made the oath to the truth of the contents of the same to wit.

Sworn to & subscribed before me the day & date aforesaid

Fees 1.00

Paid in full

Stephen Stanfill J.P.

9

Union Com Pleas

Thomas Moodie
vs
William Blue &
John M. Blue

Injunction Writ

Injunction Allowed
and a bail Given
James Kirkwood Jr Clerk

Filed Jany 9. 1849
James Kirkwood Jr. Clk

Postponed by allowance to Jany 5

The State of Ohio Union Co. ss.
To the Sheriff of Delaware County Greeting:
You are hereby commanded to serve the written writ
upon John M. Blue, if he be found in your bailiwick
and make return of this writ to our said Court of
Common Pleas on the first day of their next Term.
Witness James Kirkwood Jr clerk of our
said Court of Common Pleas at Marysville
this 5th day of January A.D. 1849.
James Kirkwood Jr. Clerk.

The State of Ohio Union County ss.

To William Blue and John M. Blue.
Greeting:

Whereas Thomas Moodie, has lately filed his Bill in Chancery in Our Court of Common Pleas, within and for the said County of Union against you, representing that there is now pending in our said Court of Common Pleas, an action at law against you and Jacob Reed, and Joshua Marshall, to recover the amount of a certain Bill of Exchange aforetime executed by you and said Reed and Marshall, in favor of said Moodie, for Two thousand thirty two & $\frac{65}{100}$ Dollars, which said action at law is in favor of said Thomas Moodie, and is still undjusted and whereas it is further represented in said Bill that you the said William Blue and John M. Blue, are about to convey, assign, remove, conceal, or dispose of your property with intent or so as to defraud, hinder, or delay, your creditor the said Thomas Moodie; and whereas the said Thomas Moodie, in said Bill prays to be relieved touching the premises, and that you the said William Blue and John M. Blue, may be restrained from any disposition &c. of any and all your property &c. inconsistent with the security of said Thomas Moodie, until said claim upon which said action at law was brought, shall have been adjusted &c. or until the further order of the Court.

We therefore in consideration of the premises, and of the particular matters in said Bill set forth, do strictly enjoin and command you the said William Blue and John M. Blue, and each and every of you, under the penalty of the law thence ensuing, that each and every of you do absolutely desist and refrain from any sale and from any disposition of any and all property, credits, or effects, belonging to you the said William Blue, and John M. Blue, or either of you, inconsistent with the security of said Thomas Moodie, plaintiff in said Bill and in said action at law, until said claim upon which said action at law was brought shall have been adjusted and satisfied, or until further order of the Court.

Witness James Kinkade Jr. Clerk, of our said Court of Common Pleas, at Marysville this 5th Day of January AD. 1849.

James Kinkade Jr. Clerk.

Union Com Pleas

Thomas Moodie
vs
William Blue &
John M Blue

Injunction writ

Injunction Allowed
and bail Given
James Kirkpatrick for clerk

Filed January 19, 1849
James Kirkpatrick clerk

Served this writ by delivering a certified copy thereof
to the within named William Blue January 8th 1849
John M. Blue not found.

Fees — mileage 20
service 35
copy 10 =

95

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To. William Blue and John M. Blue.

Greeting:

Whereas ~~Thomas~~ Thomas Moodie has lately filed his Bill in Chancery in our Court of Common Pleas within and for the said County of Union against you, representing that there is now pending in our said Court of Common Pleas an action at law against you and Jacob Reed and Joshua Marshall to recover the amount of a certain Bill of Exchange aforetime executed by you and said Reed & Marshall in favor of said Moodie for two thousand thirty two & $\frac{65}{100}$ dollars, which said action at law is in favor of said Thomas Moodie and is still undetermined; and whereas it is further represented in said Bill that you the said William Blue and John M. Blue are about to convey, assign, remove, conceal, or dispose of your property with intent or so as to defraud, hinder, or delay your Creditor the said Thomas Moodie; and whereas the said Thomas Moodie in said Bill prays to be relieved touching the premises and that you the said William Blue and John M. Blue may be restrained from any disposition &c. of any and all your property &c. inconsistent with the security of said Thomas Moodie until said Claim upon which said action at law was brought shall have been adjusted, or until the further order of the Court. We therefore, in consideration of the premises, and of the particular matters in said Bill set forth, do strictly enjoin and command you the said William Blue and John M. Blue and each and every of you, under the penalty of the law thence ensuing, that each and every of you do absolutely desist and refrain from any sale and from any disposition of any and all property Credits, or effects belonging to you the said William Blue and John M. Blue or either of you, inconsistent with the security of said Thomas Moodie plaintiff in said Bill and in said action at law, until said Claim upon which said action at law was brought shall have been adjusted and satisfied, or until further order of the Court.

Witness, James Kirkade jr Clerk of our said Court of Common Pleas, at Marysville this 5th day of January A.D. 1849

James Kirkade Jr. Clerk

No. 49-CH-1

Union Common Pleas Court

Thomas Mordie
Plaintiff,

against

William Blue et al
Defendant.

NOV TERM. 1849

Dismissed at Deft. Cost

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Record No. No Record Page

Ex. Doc. Page

Nov 1849

Entd

Thomas Moodie for &c
vs
William Blue et al

Confirmation of sale -

And it appearing to the Court that a judgment and execution thereon in favor of James McIngham vs. John M. Blue et al for $400 debt & $1.65 cents damages & costs taxed at $ ~~were a prior lien on the~~ recorded in this Court Sept. 19. 1848 are a prior lien on the land above sold, and to be first satisfied before the said Judgment of the said Moodie; It is therefore ordered that the Sheriff pay the amount due on the said Ingham judgment out of the proceeds of the said sale, ~~before he pays over to the said Moodie the proceeds of the sale of the above mentioned land~~ and pay said Moodie the residue thereof -

No. 49-CH-2

Union Common Pleas Court.

Jacob Reed, Plaintiff,

AGAINST

A. A. Mershon, Defendant.

AUG TERM. 1849

Judgment VS Plaintiff

Dismissed

No Record.

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Ex. Doc.		Page	

Jacob Reed

vs

C. A. J. Meeshon

Filed January 16, 1849
James Kirkpatrick Clerk

Recorded Bill in Chy.

For reasons set forth in the affidavit annexed to this Bill, I dispense with notice to the adverse party of the application for an Injunction and I allow an Injunction as prayed for in this Bill to be continued until the further order of the Court; and order the Plaintiff to give bond and security to the defendant in the sum of one hundred dollars, conditioned according to Law.

Dated January 16, 1849

Lear Phelps
Associate Judge of
Court Common Pleas for
Union County Ohio

By Cole Miller & Doughty

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

Your Orator Jacob Reed comes & shows to your Honors that one Asahel S. Mershon is indebted to your Orator in the sum of about Four hundred and Eighty seven Dollars for the price and value of ~~the~~ the proceeds of "one undivided half of a Stock of dry Goods Groceries and Merchandise formerly owned by your Orator and the said Mershon in partnership in the Town of Essex in said County. which sum of the said Mershon acknowledged to be due to and promised to pay to your Orator at the time said Stock of Goods was sold viz. to wit. in October 1848. your orator further represents that the said Mershon was further indebted to your Orator in the sum of one hundred and fifty three Dollars for money ~~lent~~ lent by your orator to said Mershon in the month of April 1848. and the said Mershon was further indebted to your Orator in the sum of fifty Dollars for the price and value of one Wagon and the said Mershon is also indebted to your orator on book account in further sums not now exactly known. Against which claims the said Mershon is entitled to some offsets the amount not exactly known. but leaving still due your orator after the allowance of all offsets. a large amount. And your orator further represents that he has brought suit against said Mershon ~~to~~ recover the said claims on the law side of your honorable Court which suit is now pending therein, and undetermined. And your orator further represents that the said Asahel S. Mershon is about to convey assign conceal and dispose of of his property with intent to ~~defraud~~ defraud his

or defy his Creditors which intent of the said Mershon is evidenced by the fact that the said Mershon has sold ~~all or about all~~ a part of his property at a sacrifice or to a sham sale and has declared that he will not pay those debts.

Your orator therefore prays that the said A. S. Mershon may be made defendant hereto, that the writ of subpoena may issue, that the said defendant may make full answer to this petition and each allegation thereof. That a writ of injunction may issue to restrain the said Mershon ~~of~~ from any disposition of any and all property credits or effects belonging to said Defendant inconsistent with the ~~interest of~~ security of Your orator until the claim upon which Your orator's aforesaid action at law was brought shall have been adjusted and satisfied, or until further order of the Court, and that Your orator may have such other and further relief as equity and good conscience may require

By Cole Witter & Doughty —
his Attys.

The State of Ohio }
Union County } ss.

I, Jacob Reed being duly sworn, do depose & say, that all the several matters and things, which are set forth in the foregoing Bill, as from the information of others, I believe to be true; And that all the several other matters and things therein set forth, are true in substance and in fact;

Jacob Reed

Affirmed ~~Sworn~~ to and subscribed before me, this 16th day of January A.D. 1849.

James M. Williamson J.P.

J.P. fees 12½

The State of Ohio, Union County, ss.

Jacob Reed
v.
Israel S. Merston

In the Court of Com. Plas.
Application for an
Injunction.

Jacob Reed the above named complainant makes oath and saith that as he verily believes, notice to the adverse party of his application for an Injunction in this case will affect injuriously the rights of the complainant, in this to wit, that the said Merston will dispose of, or secrete, his property and effects

Jacob Reed

Affirmed ~~Sworn~~ to and subscribed before me this 16th day of January A.D. 1849.

James M. Williams J.P.

J.P. fees 12½

Union Com Pleas

Jacob Reed
vs
Asahel S. Mershon
Injunction writ

Injunction allowed and bond given,
James Kirkpatrick jr, clerk,

Filed January 18, 1849
James Kirkpatrick jr clerk

Service this writ by delivering a certified copy thereof to the within named Asahel S. Mershon
January 17, 1849
Fees = mileage 90
service 35
copy 40 = 1.65
Philip Snider Sheriff

The State of Ohio Union County ss.
To Asahel S. Mershon. Greeting;

Whereas Jacob Reed has lately filed his Bill in Chancery, in our Court of Common Pleas, within and for the said County of Union, against you representing that there is now pending in our said Court of Common Pleas, an Action at Law against you to recover the sum of about Four hundred and Eighty Seven Dollars, for the price and value of the proceeds of one undivided half of a Stock of Dry Goods, Groceries and Merchandise formerly owned by said Reed and Mershon in partnership in the town of Essex in said County, Also the sum of One hundred and fifty Dollars, for money lent by said Reed to said Mershon, in the month April 1848, Also the sum of Fifty Dollars for the price and value of one waggon Also a book account the further sums not now exactly known, which said action at Law is in favor of said Jacob Reed, and is now pending and undetermined; And whereas it is further represented in said Bill, that you the said Asahael S. Mershon, are about to convey, Assign, Conceal and dispose of your property with intent to Defraud hinder or delay your Creditor. And whereas the said Jacob Reed, in said Bill prays to be relieved touching the premises, and that you the said Asahael S Mershon, may be restrained from any disposition &c. of any and all your property &c. inconsistent with the security of said Jacob Reed, until said Claims upon which said Action at Law was brought, shall have been adjusted &c. or until the further order of the Court. We therefore in consideration of the premises and of the particular matters in said Bill set forth do strictly enjoin and command you the said Asahael S. Mershon, under the penalty of the Law thence issuing, that you do absolutely desist and refrain from any sale and from any disposition of any and all property Credits, or effects belonging to you the said Asahael S. Mershon, inconsistent with the security of said Jacob Reed, plaintiff in said Bill and in said action at Law, until said Claim upon which said Action at Law was brought shall have been adjusted and satisfied or until further order of the Court.

Witness James Kirkpatrick Jr Clerk of our said Court of Common Pleas, at Marysville this 16th Day of January A.D. 1849.

James Kirkpatrick Jr. Clerk.

Union Com Pleas

Jacob Reed
vs
A. S. Mershon

Set in Chy

Injunction
allowed and
bail Given,

James Kirkadoff Clk

Filed April 13. 1849
Jas Kirkadoff Clk

Served this writ April 13, 1849 by delivering a certified copy thereof to the within named Defendant

Fees = mileage 90
service 35
copy — 10 $1,35

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon Asahel S. Meshow.

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 Jacob Reed.

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

James Kinkade Jr
Witness, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House, this 20th day of Febuary A.D., 1849

James Kinkade Jr Clerk of Common Pleas.

Jacob Reed
vs
Asahel S Merchon

Injunction Bond

Filed Jany 16, 1849
James Kirkade Jr Clerk

Know all men by these presents that we Jacob Reed and John Johnson are held and firmly bound unto Asahel Mershon, in the sum of One hundred Dollars. to the payment of which we jointly and severally bind ourselves. our heirs executors and Administrators, sealed with our seals and dated this 16th day of January. A D 1849.

The condition of the above obligation is such that whereas the above named Jacob Reed has obtained an allowance of an injunction in the court of common pleas of the county of Union and State of Ohio to stay and prevent the said Asahel Mershon from any disposition of any property or credits or effects belonging to said defendant inconsistant with the security of the said Jacob Reed until a certain claim or claims upon which suit at Law was brought by said Jacob Reed against said Asahel Mershon which suit at law is now pending shall have been adjusted and satisfied or untill further order of the said court. now if the said Jacob Reed shall pay all costs and charges which shall be decreed against him in case said injunction shall be dissolved then this obligation shall be void otherwise in full force and virtue in law.

Jacob Reed (Seal)

John Johnson (Seal)

Approved this 16 Day of January A D 1849. James Kirkpatrick Clerk

Jacob Reed
&
A. S. Thurston

Filed Feby 17. 1849
Pat Kinkade Clk

In Union Com. Plas

Jacob Reed
vs
Ashael S. Merston

Injunction

Issue a writ of Sultan in Chy. for the Deft. Ashael S. Merston returnable next term, indorse on the writ, "Injunction allowed & bail given"

To the Clerk of
Union Com. Plas

Cole & Whitten
Attys. for Compl.

Feb. 17. 1849.

Chancery Case File

Case No. 1849-CH-0003

No. 49-CH-3

Union Common Pleas Court.

Mary Wilcox, Plaintiff,

AGAINST

Philip Wilcox, Defendant.

MAY TERM, 1849

Divorce

DECREE FOR PLAINTF

Recorded & Indexed,

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Record No. 5 Page 380

Ex. Doc. Page

No. 45

Union Com. Plea

Mary Wilcox
v
Philip Wilcox

Petition for Divorce

Filed February 1. 1849
James Kinkade Jr Clerk

Decree dismissed
at the cost of Deft

Cost Bill made
Record

Recorded Nov-1849

Cole & Miller

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

Respectfully represents unto Your Honors Your Petitioner, Mary Wilcox, (late Mary Donly,) of the county of Union & State of Ohio, That on or about the 26th day of December A.D. 1844, Your Petitioner intermarried with Philip Wilcox, late of the county aforesaid, (but now in parts unknown), whom Your Petitioner prays may be made party defendant to this petition. That Your Petitioner and the said Philip Wilcox lived peaceably together in the holy bands of Matrimony from & after the time they were so intermarried till on or about the 18th day of January A.D. 1846, at which time the said Philip Wilcox, without any just cause or provocation wilfully absented himself from Your Petitioner and went to parts unknown, and that he has continued, wilfully, to absent himself from Your petitioner ever since, being a period of three years and upwards.

And Your Petitioner further represents that the said Philip Wilcox has grossly neglected his duty to Your Petitioner for three years and more, last past; That during said period of three years and upwards, the said Philip Wilcox has in no wise provided for, associated with, or assisted Your Petitioner; but on the contrary, has wilfully & grossly withdrawn his society, aid, & protection from Your Petitioner, and kept himself, & still continues, to keep himself in parts to her unknown.

Your Petitioner further represents that during her intermarriage with the said Philip Wilcox, They have had no children, and that she has been a resident of said Union county for more than one year last past.

Your Petitioner therefore prays for process of publication against the said Wilcox; That he may answer all and singular the allegations in this petition; and that on the final hearing of this cause the marriage contract between Your Petitioner and the said Philip Wilcox may be decreed to be dissolved; and that Your Petitioner may have such other and further relief in the premises as to Your Honors shall seem meet, and she shall ever pray &c.

By. Cole & Witter, her Solicitors.

Filed May 26. 1849
J Kirkpatrick clerk

Mary Wilcox

vs

Philip Wilcox

Petition for Divorce

— Issue a Subpoena for Andrew Amine Edward Smith and David Watkins witnesses for Pltff

May 26 1849

Caleb T Miller
Attys for Pltff

To the Clerk of Com. Pleas.

Served this writ personally upon the within named Edwar Smith & Andrew Swrine May 26. 1849 and upon David Watkins May 28. 1849. Fees-mileage 5

Service 37½ = 42½

Philip Snider Sheriff

Mary Wilcox
vs
Philip Snider
Writ for ori

Filed May 28, 1849
James Kirkpatrick clerk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Andrew Aurine, Edward Smith and David Watkins

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~first~~ third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of May Wilcox

in a certain controversy in said Court depending, wherein

May Wilcox is Plaintiff, and Philip Wilcox

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~~ James Kirkade Jr, Clerk of our said Court, at the Court House aforesaid, this 26th day of May A.D., 1849.

James Kirkade Jr Clerk.

Mary Wolcott } Exrs
of
Phebe Wolcott

Prof of Pub

Filed May 31. 1849
Jas Kinkade p clerk

Union Common Pleas.

MARY WILCOX vs. PHILIP WILCOX. } *Petition for Divorce.*

The said Philip Wilcox is hereby notified that the said Mary Wilcox filed her petition in the Court of Common Pleas of Union county, Ohio, on the first day of February, 1849, praying for a divorce from the said Philip Wilcox, on the grounds of wilful absence of the said Philip Wilcox, for more than three years; and also for gross neglect of duty on the part of said Philip Wilcox. And that a decree for divorce will be asked at the next term of said court.

COLE & WITTER,
Att'ys. for Petitioner.

Attest: JAMES KINKADE, Jr., Clerk.
Feb. 7, 1849. n37w6

State of Ohio }
Union County } ss

Personally appeared before me David W. English and made solemn oath that the notice hereto attached was published for six consecutive weeks, commencing on the 7th day of February A.D. 1849, in "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

D. W. English

Sworn to and subscribed before me this 30th day of May A.D. 1849

J. Wilkinson J.P.

Chancery Case File

Case No. 1849-CH-0004

No. 49-CH-4

Union Common Pleas Court.

James Miller
Plaintiff,

AGAINST

Jane Miller
Defendant.

MAY TERM, 1849

Divorce

DECREE FOR PLAINTIFF

Recorded &
Indexed,

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Ex. Doc. Page

c. 46 -

In Union Common Pleas

James Miller
vs. } In Chancery
Jane Miller

Petition for Divorce.

Filed February 7, 1849
James Kinkade Jr clk

Decree Chancery

Cost Bill Made
Record

(Recorded)

Allison & Curry
Solicitors.

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

James Miller of the County of Union in the State of Ohio represents that he has been a resident of the County of Union in the State of Ohio for more than one year last past; that he was lawfully joined in the bonds of matrimony to his present wife Jane Miller on or about the 7th day of October A.D. 1841, since which time your Orator has resided a portion of the time in Champaign County Ohio, a portion thereof in Delaware County, Ohio, and the residue thereof in said Union County; and said Jane has resided a portion of the time in said Champaign County and a portion thereof in said Union County.

Your Orator further represents that said Jane Miller has been wilfully absent from him for three years last past, without any just cause, she having absented herself from him on or about the 31st day of October A.D. 1842 without just cause, and having remained wilfully and wrongfully absent from his household, bed, board, and society, in violation of her marital duties, ever since, contrary to the wishes of your Orator and in disregard of his requests, frequently made to her, to return to him and to her duty as his said wife.

Your Orator therefore prays that said Jane Miller may be made defendant to this bill, — that the writ of subpoena may issue; that she may be compelled to answer all and singular the allegations hereof; and that on the final hearing hereof said Marriage Contract between your orator and said Jane Miller may be dissolved, and that your Orator may have such other and further relief as equity may require; and your Orator, as in duty bound, will ever pray, &c.

By Allison & Curry
his Solicitors.

James Miller
vs.
Jane Miller

Praecipe for Writs.

Filed May 23, 1849
Jas Kinkead jr clerk

James Miller
vs.
Jane Miller

In Union Common Pleas.

Petition for Divorce

Issue subpoenas for David Gill
John P. Woods, Richard Gabriel
Sarah Elwile and Eliza J. Bland
Witnesses for petitioner

Allison & Curry
Sol's. for Petitioner

To James Kinkade Esq.
Clerk of Court of Common
Pleas of Union County Ohio.

Dated May 23 1849

Served this writ by delivering to the within named Jane Miller a certified copy of this writ together with a certified copy of the Original Bill filed with the Clerk of the Court of Common Pleas of Union County Ohio. April 5th 1849

Fees service of sub. 35
" " Bill 35
copy of sub. 10
Mileage 25 = 105

Philip Snider Sheriff

Union Com Pleas

James Miller
vs
Jane Miller

Subpoena

Filed April 5. 1849
Wm Kaelch. Clk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon Jane Miller,

to appear before the Judges of our Court of Common Pleas, at the Court House, on the First day of The Term next ensuing, to answer a Bill for Divorce in Chancery, exhibited against her by James Miller

and this She 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 Twenty Second day of March A.D., 1849

James Kirkade Jr Clerk of Common Pleas.

Served this writ personally upon all the within named witnesses May 24. 1849

Fees - mileage 50
Service 62½ = 112½

Philip Snider Sheriff

Union Com Pleas

James Miller
vs
Jane Miller

Sub for wits

Filed May 25. 1849
James Kirkpatrick C.P.

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON David Gill. John P. Woods. Richard Gabriel, Sarah Elwell and Eliza J. Bland.

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~first~~ third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of James Miller

in a certain controversy in said Court depending, wherein

James Miller is Plaintiff, and Jane Miller

is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

James Kirkpatrick

WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House aforesaid, this 23 day of May

A.D., 1849.

James Kirkpatrick Clerk.

No. 49-CH-5

Union Common Pleas Court.

Samuel Graham adm'r,
Plaintiff,

AGAINST

Isaiah Butterfield
Defendant.

AUG TERM, 1849

DECREE FOR PLAINTF

To complete contract,

Journal 4 Page 207

Record No. 5 Page 392

Ex. Doc. Page

Samuel Graham Ad.
vs } Petition to Compel
Contract
Sarah Butterfield
Et. al.

Filed Febry 14th 1849
James Kirkpatrick Jr Clerk

Cost Bill made
Record
Recorded
By C. & W.

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

Samuel Graham Administrator of the Estate of Thomas Butterfield Deceased late of the County aforesaid Comes and shews to the Court by way of petition That he finds an entry on the account Book of the said Deceased in his own hand writing of which the following is a true copy

" July the 24 1842 Charles Bennett Dr. To Thomas Butterfield To five acres of Land at four Dollars per acre — $20."

By which entry and other testimony within the knowledge of your petitioner he is satisfied that the said Butterfield at that time entered into a contract to sell & convey to the said Bennet five acres of Land, And your petitioner further represents that the said Bennet did at the time take possession of, and improve about that amount of Land the legal title of which was in the said Butterfield at the time of his death and that the said Bennett still holds possession of the same and that said Land is described as follows to wit, Being part of Survey No. in York Township said County. Beginning at the S. W. Corner of land owned by said Charles Bennet running ~~from~~ thence with the line of said Bennet land East about 43 poles to the S. E. Corner of said Bennett's Land ~~thence to about 18 poles or a sufficient distance to make five acres of Land. taking the above described line of 43 rods in length for a base line and~~ the above line is to be a base and from Each of

~~and from~~ and parallel lines are to be run from each of said corners S. a sufficient distance to make five acres of land in an oblong square which lines ~~are~~ ~~in~~ will be about 18 poles in length

Your petitioner represents that he is advised and believes that the said Charles Bennett has fulfilled his part of said agreement by paying the purchase money in full as is shown by the account of said Bennett against said Butterfield ready to the court to be shown amounting to $22. Your petitioner further represents that the Thomas Butterfield departed this life in the year 1844 without having completed said contract by conveying said land. And that your petitioner was afterwards appointed and qualified as Administrator of said Butterfield And in as much as the said Bennett has fully completed his part of said contract your petitioner is therefore desirous of having said contract completed by conveying to the said Bennett said land.

Your petitioner further represents that Sarah Butterfield his widow. John Butterfield Hugh, Mary, Catharine, Caroline, Amy, William Samuel Thomas and Lewis Butterfield his legal representatives who all reside in said County of Union and are all ~~[illegible]~~ under age of majority except John

Your petitioner therefore prays that the said William and heirs may be made parties defendant to this petition, and that on final hearing of this case your petitioner may be authorized and empowered

to Complete said Contract by conveying ~~said~~ said land and
" the interest of said Defendants in " to
the said Charles Bennett

And as in duty bound &c.
he will ever pray

By Cole & Witter
his Attys.

Samuel. Graham

The Clerk will issue a Subpoena for John Butterfield. also for Sarah, Hugh, Mary, Catharine, Carolina, Amy, William Samuel Thomas and Lewis Butterfield Defendants in this Case

Cole & Witter

Union Com Pleas

Samuel Graham Admr
vs
Sarah Butterfield et al

Sent in Ch

Served on us July 24 1849
John Butterfield
Hugh Butterfield

State of Ohio Union County ss
Benj. Hudson makes oath
that he served the within
named Defts. (except those
acknowledging service) within
a true copy of the
writ
July 30th — 1849
Benjamin Hudson
Sworn to & subscribed
before me this July
30th — 1849
J. B. W. Haynes J.P.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon John Butterfield, Sarah Butterfield, Hugh Butterfield, Mary Butterfield, Catharine Butterfield, Caroline Butterfield, Amy Butterfield William Butterfield, Samuel Butterfield, Thomas Butterfield and Lewis Butterfield,

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 Samuel Graham Administrator of the Estate of Thomas Butterfield 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~~ James Kirkpatrick, Clerk of our said Court, at the court house, this 21st day of July

A. D, 1849

James Kirkpatrick Clerk of Com. Pleas.

Filed July 21, 1849
James Kirkpatrick clerk

Saml. Graham Adm.
vs
Sarah Butterfield et. al.

Issue an other subpoena in this case, the first having been lost

July 21 1865

J Kinkadee
Clerk

Cole & Miller
Atty for Plff

Chancery Case File

Case No. 1849-CH-0006

No. 49-CH-6

Union Common Pleas Court.

Deborah C Coulter
Plaintiff,

AGAINST

John Coulter,
Defendant.

Divorce

MAY TERM, 1849

Judgment VS Plaintiff

Journal 4 Page 182

Record No. No Record. Page

Ex. Doc. Page

c. 47

Deborah C. Coulter

vs

John Coulter

Petition for Divorce

Filed February 17. 1849
James Kirkpatrick Jr. Clerk

No. Record

Ex C & W

14

21
10
210

56
7
392

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

Deborah C Cantler of the County aforesaid represents unto the Court that she has been a resident of the County aforesaid for more than one year last past. And your petitioner further represents that she was lawfully married to one John Cantler on the 10th day of August 1845 at the County aforesaid and from that time forth became and was the lawful wife of the said John. and as such performed all the duties of a loving obedient and industrious wife to the said John during the time she lived with him. Your petitioner further represents that previous to the time of her said marriage the said John represented to your petitioner that he was the owner of a large amount of property in the County of Pickaway Ohio this State. And immediately after her marriage she removed with said husband to the County of Pickaway to reside there. And when she arrived there she learned that ~~at~~ the representations of the said John concerning his said property were all false. and that he in fact did not own any property, And your petitioner further represents that her said husband hired himself and your petitioner out to work at said County of Pickaway. but your petitioner charges that he did not work himself but idled away his time. and your petitioner was compelled to support him and herself both by her own labor. which she did during all the time they remained in said County of Pickaway. the said John all said period grossly neglecting his duty to your petitioner. Your petitioner further represents that they remained in Pickaway County some three or four months when they returned to the County of Lenoir aforesaid. and commenced keeping House. but the charges that the

said John wholly and grossly neglected to provide the necessaries of life. and was frequently absent from home four or five days at a time. leaving your petitioner without any provisions or fire wood. And your petitioner charges that he was absent without any business as he did not labor any, or otherwise usefully employ himself, but that he was spending his time with idle companions. And your petitioner further represents. that in the month of June 1846 some ten months after her said marriage. your petitioners father was about to remove from the said County of Union to the State of Iowa. And that the said John agreed to go with her said father and take your petitioner and settle in Iowa. And about the time (to wit the 7th of June 1846) that your petitioners said father was to start for Iowa. the said John took your petitioner home to her said fathers and left her there preparatory to starting. And then went away himself and sent back word to your petitioner that he had come to the conclusion not to live with her any more. Since which period, the said John has been and still is in part unknown to your petitioner. your petitioner has never since seen nor spoke to the said John and he has ever since, as before, wholly neglected to provide in any way for your petitioner. your petitioner therefore charges that the said John Cantler has grossly neglected to perform his legal and reasonable duty to your petitioner ~~from the day~~ for more than three years last past, to wit. from the time she became his wife in August 1845 untill the present time. that he has neglected his duty in this. that he did not provide your petitioner with food and clothing. or other necessaries, and that she suffered for the ~~want~~ of such things. and that he did not treat your petitioner with that ~~as a~~ kindness and affection that a husband is in duty bound to do. but on

the contrary was habitually unkind and abusive to your petitioner.

Your petitioner further represents that she has no living children by the said John Coulter. She further represents that she has honestly and faithfully supported herself by her own industry ever since the said John abandoned her. Your petitioner therefore prays that the said John may be made a defendant unto this her petition and that he may answer the general matters and charges herein set forth & charged. And that on final hearing of this petition your honors will order adjudge and decree the marriage contract existing between your petitioner and the said John to be dissolved, and ~~to~~ grant your petitioner such other & further relief as Equity may require and as in duty bound she will ever pray &c.

By Cole & Tritter
her Solicitors

Chancery Case File

Case No. 1849-CH-0007

No. 49-CH-7

Union Common Pleas Court.

John Hutchinson
Plaintiff,

AGAINST

John Kessel et al
Defendant.

AUG TERM, 1849

DECREE FOR PLAINTF

Journal 4 Page 225

Record No. 3 Page 430

Ex. Doc. Page

That a Guardian ad Litem may be appointed for the said minor heirs, and that there may be such other and further action and proceedings in the premises as the nature of the case requires. And your Petitioner brings into this Court his Letters of Administration, duly granted &c

By Allison & Curry his Solts.

In Common Pleas

John Hutchinson
Admr. &c of Geo. Hewitt dec'd

vs

John Hewitt et al

Pet. to Compel &c

Filed March 9. 1849
Wm Mitchell Clerk
Copy Bill & Brief
Recorded
Recorded

Allison & Curry

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

Your Petitioner John Hutchinson Administrator with the will annexed of the estate of George Hensel, deceased states to the Court, that on the 27th day of May A.D. 1844, the said George Hensel decd executed his writing obligatory to one Aaron S. Curry, conditioned, to make to said Curry a good and sufficient warantee deed, for one acre of land, lying in the County of Union, on the South fork of Big run situated on the North Bank of said Branch and the east side of the State Road commencing at a stake on the Bank of said Branch & running N. 10 W. 10 poles, thence E. 10 N. 16 poles, thence S. 10 E. 10 poles, thence W. 10 S. 16 poles to the place of begining, for which said Lot of land the said Curry was to pay to said Hensel the sum of twenty dollars all of which has since been fully paid. The said writing obligatory was subsequently assigned by the said A. S. Curry, to one R. Beach, and by him assigned to one Solomon Hill on the 15th day of April 1847, who now owns the same, all of which will more fully appear by reference to the original agreement herewith filed, marked (A) and made part of this petition.

Your Petitioner further states that the said George Hensel departed this life about the month of January A.D. 1847, without having made a deed of conveyance to the said purchaser, or to his assigns. That the said consideration money having been paid in full the said Solomon Hill as assignee is entitled to a conveyance for the same, ~~and~~ That the last will and testament of the said George Hensel is silent as to any authority for the Executor to execute it. That the said George Hensil decd left as his children and heirs, John Hensel, Polly Stone and her husband Joseph Stone, Nancy Hensel, George Hensel, Susannah Hensel, Henry Hensel & Rebecca Hensel the last four of whom are minors, and all of whom your petitioner makes defendants hereto. They all reside in the County of Union. That your Petitioner as the Administrator with the will annexed of the said George Hensel decd is desirous of completing the contract aforesaid, and for and on behalf of said heirs, of vesting their title in the aforesaid premises, in the said purchaser, or his assigns. Your Petitioner therefore prays the Court, ~~that~~ upon the hearing of the matters herein mentioned, to make an order authorizing and empowering him as Administrator &c as aforesaid, to complete said contract by conveying the lands aforesaid to the said purchaser or to his said assignee

May 16th 1849 Served personally on Joseph Stowe by leaving within a certified copy of this writ, & by leaving with Mary Ann Stowe a certified copy of the same on Joseph Stowe by leaving a certified copy of this writ at his residence with his wife

Fees taxed
Serv 50
Copies 36
1.05
A. Davis Sheriff

In Union Common Pleas

John Hutchisson Admr &c
of George Hensel Decd
vs
John Hensel et als,
Sub.

Filed May 18, 1849
Jno Winkade Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of ~~Union~~ Delaware, Greeting:

We command you to summon Joseph Stone and Polly Stone his wife

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 1st ads by John Hutchisson administrator with the will annexed of George Hensel decd. praying an order from said Court to complete a certain contract for the sale of one acre of land made by the said George Hensel decd in his lifetime to one Aaron S. Curry, &c.

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

James Kinkade Jr.

Witness, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House, this Sixteenth day of April A.D., 1849

James Kinkade Jr. Clerk of Common Pleas.

Union Com Pleas

John Hutchinson Admr
&c of George Hensel Decd
vs
John Hensel Et als

Sub —

Filed April 10, 1849
James Kirkpatrick Clerk

Served this writ April 10, 1849 by delivering to Nancy Hensel, Susannah Hensel & Rebecca Hensel each a certified copy of this writ, and by leaving at the residence of John Hensel Henry Hensel & George Hensel each a certified copy thereof. Joseph Stone & Polly Stone not found.

Fees — mileage .60
Services 1,35
Copies .75 = 2,80

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon Joseph Stone & Polly Stone his wife, John Hensel George Hensel, Nancy Hensel, Susannah Hensel, Henry Hensel, & Rebecca Hensel,

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 John Hutchinson administrator with the will annexed of George Hensel, dec'd praying an Order from said Court to complete a certain Contract for the sale of One Acre of land made by the said George Hensel dec'd, in his lifetime to One Aaron S. Curry, &c

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 Ninth day of March A.D., 1849

James Kirkade Jr Clerk of Common Pleas.

In Union Com Pleas

George Hensel et als

vs

John Hutchinson
Admr &c

Answer of Guardian
ad Litem

Filed Aug 14, 1849
J Kirkade Jr clerk

The answer of George Hensel, Susannah Hensel, Henry Hensel, and Rebecca Hensel, infant defendants, to the Petition of John Hutchinson administrator with the will annexed of the estate of George Hensel deceased, exhibited against themselves and others, in the Court of Common Pleas of Union County Ohio. By R Clark Jr. Their Guardian ad Litem

The said defendants by R Clark Their Guardian ad Litem now come and for answer to said Petition say that they know nothing of the matters and things alleged in said petition, and know of no reason why the said real contract should not be completed as prayed for, but rely upon the protection of the Court. And having thus answered they pray to be dismissed &c.

George Hensel.
Susannah Hensel.
Henry Hensel
Rebecca Hensel
By R Clark Jr
Their Guardian ad Litem

I asign the With in Bond
to R beach on I Curry

I asign the within over to Solomon Hill
this 15th day of April 1847
R Beach

George Hill
Hill Bond
Jr's Bond

Know all men by these presents that I George Hensel of the County of Union & State of Ohio am held & firmly bound unto Aaron S Curry of Union Co in the penal sum of fifty ~~[illegible]~~ Dollars

The condition of the above obligation is such that whereas the said A S Curry hath this day purchased of me one acre of land at twenty Dollars lying in the County of Union on the South fork of big run situated on the North bank of said Branch & the East side of the state road commencing at a stake on the bank of said Branch & running North 10° W 10 poles thence E 10° S 16 poles thence South 10° E 10 poles thence W 10° S 16 poles to the place of beginning this day the said A S Curry executed his note for the payment of the above sum Now should the said A S Curry pay up the full amount of said note the said George Hensel agrees to execute to the said A S Curry a good & sufficient Warrantee Deed for the land above mentioned in which case the above obligation to be void and of no effect otherwise to remain in full force & virtue in law

As witness my hand this 27 May 1844

George Hensel

No. 49-CH-8

Union Common Pleas Court.

Jeremiah Kingrel et al
Plaintiff,

AGAINST

Allen C. McArthur et al
Defendant.

Nov 1849.

Partition
Decree for plantf.

Journal 4 Page 258

Record No. 5 Page 482

Ex. Doc. Page

Chy No 32.

Jeremiah Singgrale vs
vs
Allen C McArthur vs

Report of Com. in
bankruptcy confirmed
Nov. 7. 1849

$40.00

Cost Bill made
Record,

Recorded

NOV 1849

Mm of bankruptcy
Mm returns

Pr comp. of
Pub. of Com.

38

Union Common Pleas.

Jeremiah Singgrel, et al
vs.
Allen C. McArthur, et al

Petition for Partition

Filed April 17. 1849
James Kirkpatrick Clerk

Fees $ Paid
Cost Bill made
Record

Allison & Curry
Solicitors

Your petitioners do not know and cannot say.

Your petitioners therefore, desiring to hold their said interest in severalty, pray that a partition of said lands may be made, and that your petitioners, interest in the same may be set off to them in severalty; or if it shall appear that a partition of said lands cannot without manifest injury be made then that the same may be sold & the proceeds of the sale taken in that behalf, pursuant to the statute in such case made and provided.

By Allison & Curry
Their Solicitors.

Pleas

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

Your petitioners Jeremiah Singgral and Matthew Singgral of Union County, Ohio, represent that they have a legal right to and are seized in fee simple of the undivided Third part of the undivided four fifths part of a certain tract or parcel of land with the appurtenances, lying and being in the said County of Union and bounded and described as follows: Survey No. 9916 entered for the Representatives of William Darke for eight hundred and thirty three acres, Beginning at three lynns northwest corner of Williams' and others' entry No. 9896; Thence with their line N. 78° E. 400 poles to two box elders and a red elm; Thence N. 12° W. 336 poles to two beeches; Thence S. 78° W. 400 poles to two sugar trees and a lynn; Thence S. 12° E. 400 poles to the beginning. And your petitioners further represent that the heirs of Duncan McArthur to wit: Allen C. McArthur, Duncan McA. Coons, Effie E. Allen, William Marshall Anderson, and Elizabeth Anderson his wife, Nancy Trimble, and John A. Kercheval of Ross County Ohio, John Walke and Frances Walke his wife of Pickaway County Ohio, Smith McArthur Nancy McArthur and William H. H. McArthur of Clark County Ohio are tenants in common with your petitioners in the said premises being entitled to the undivided fifth part of said premises, in the proportions following to wit: Allen C. McArthur One sixth, Duncan McA. Coons one twelfth, Effie E. Allen one twelfth, William Marshall Anderson and his wife Elizabeth one sixth, Nancy Trimble one sixth, John A Kercheval one twelfth, John Walke and Frances his wife one twelfth, Smith McArthur one eighteenth, Nancy McArthur one eighteenth, and William H. H. McArthur one eighteenth. The said Duncan McA. Coons Effie E. Allen, Nancy Trimble, Smith McArthur, Nancy McArthur, and William H. H. McArthur are Minors. And your petitioners further represent that John W. D. Duffield and Elizabeth M. Duffield his wife, Nathaniel W. Manning, James M. Manning, & Sarah D. Briscoe of Jefferson County in the State of Virginia are tenants in common with your petitioners in the said premises, being entitled to the undivided two thirds of the undivided four fifths thereof, but in what relative proportions they hold the

Tingrell et. al.
vs
McArthur et. al.

Filed May 30. 1849
Jas Kirkpatrick p. clerk

In Union County Common Pleas.

Jeremiah Linggrel, et al. } PETITION
vs. } FOR
Allen C. McArthur, et al. } PARTITION

ALLEN C. McARTHUR, Duncan McA. Coons, Effie E Allen, William Marshall Anderson, and Elizabeth Anderson his wife, Nancy Trimble, John A Kercheval, John Walke and Frances Walke his wife, Smith McArthur, Smith McArthur, Nancy McArthur, William H H McArthur, John W D Duffield and Elizabeth M Duffield his wife, Nathaniel Manning, James M Manning, and Sarah D Briscoe, will take notice that a petition was filed against them on the 17th day of April, A.D., 1849, in the Court of Common Pleas, in and for the county of Union, and State of Ohio, by Jeremiah Linggrel and Matthew Linggrel, and is now pending, wherein the said Jeremiah and Matthew Linggrel demand partition of the following real estate, lying and being in the county of Union, Ohio, and bounded and described as follows: Survey 9916 entered for the Representatives of William Darke for 833 acres—beginning at three lynns, northwest corner of Williams&others entry No 9896; thence with their line N 78 E 400 poles to two box-elders and a red elm; thence N 12 w 336 poles to two beeches; thence S 78 w 400 poles to two sugartrees and a lynn; thence S 12 E 400 poles to the beginning: and that at the next term of said Court application will be made by the said Jeremiah and Matthew Linggrel for an order that partition may be made of said premises.

ALLISON & CURRY,
Sols. for Petitioners.

April 18, 1849. n47w6

State of Ohio
Union County ss

P. B. Cole Editor of the Agricola a paper published and in general circulation in said County makes oath that the notice hereto attached was published in said paper for 6 weeks consecutively commencing April 18. 1849

P B Cole

Sworn to & subscribed in open Court
May 30 1849

J. D. Rinkard clerk

In Union Com. Pleas

Duncan McA. Coons
et als

vs

Jeremiah Liggrell
et al

Answer of Guardian
ad Litem

Filed Aug 14, 1849
J. Whitmach p. clerk

The answer of Duncan McA. Coons, Effie C. Allen, Nancy Trimble, Smith McArthur, Nancy McArthur, and William H. H. McArthur infant defendants to the Petition for Partition of Jeremiah Linggfelt and Mathew Linggfelt exhibited against themselves and others in Union Com. Pleas. By R Clark Their Guardian Ad Litem.

The said defendants, by R Clark their Guardian Ad Litem now come and for answer to said Petition say, that they know nothing of the matters and things alleged in said petition, and know of no reason why the ~~said~~ Partition should not be made as prayed for by Petitioners, but rely on the protection of the Court. And having thus answered the pray to be dismissed &c.

Duncan McA. Coons
Effie C. Allen
Nancy Trimble
Smith McArthur
Nancy McArthur
Wm. H. H. McArthur
By R Clark
Their Guardian ad Litem

Univ Common Pleas

Jeremiah Lingafelt vs Allen & McArthur vs

Writ of Partition

Filed Nov 20. 1849
Pattison Naugh Clk

I executed this writ by the oaths of the within named Commissioners. whose report is herewith filed. November 1st 1849

Fees = mileage 50
Service 1.00

Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

We command you, that without delay by the oaths of William B Irwin, Joshua Marshall and James Turner, you Cause Partition to be made of the following Real Estate to wit, a certain tract or parcel of land with the appurtenances lying and being in the said County of Union, and bounded and described as follows, Survey No. 9916, entered for the Representatives of William Darke for Eight hundred and thirty three acres. Begining at three Lynns north west Corner of Williams and Others entry No. 9896; thence with their line N. 78° E 400 poles to two box elders and a red elm; thence N. 12° W. 336 poles to two beeches; thence S. 78° W. 400 poles to two sugartrees and a lynn; thence S. 12° E. 400 poles to the begining; among the following persons and in the following proportions to wit, to Allen C McArthur, Duncan McA. Coons, Effie E Allen, William Marshall Anderson, and Elizabeth Anderson his wife, Nancy Trimble, John A. Kercheval, John Walk, and Francis Walk his wife Smith McArthur, Nancy McArthur and William H H McArthur, the one Equal fifth part, and to Jeremiah Singgrell and Mathew Singgrell, one Equal third part of the remainder, and to John W. Duffield and Elizabeth M Duffield his wife, Nathaniel Manning, James M Manning, and Sarah C. Briscoe, the Equal two thirds of the balance remaining, after the said one fifth, in pursuance of an order lately made in the said Court of Common Pleas, within and for the said County of Union, in a certain Petition for Partition wherein Jeremiah Singgrell et als. are Petitioners and Allen C McArthur et als are defendants; and that your proceedings in the premises you distinctly certify under your hand to the said Court of Common Pleas, within and for the said County of Union on the first day of their next Term, together with this writ.

Witness James Kirkade jr clerk of said Court of Common Pleas at Marysville the 28th day of August AD 1849

James Kirkade jr. Clerk.

Fees on the within Case

James Jerome Commissioner 2. days	$. 2.00.
Joshua Marshall " " "	2 00
William B. Stoin Com. " "	2.00
Seven men 3. days.	6.00
Platting and recording	1.00.
Moses Swem 2 days running chain	1.50
Samuel C. Robinson " "	1.50
Jeremiah Lingell. 2 days marking	1.50
	$. 17.50

Peter D. Bogart
vs
[illegible]

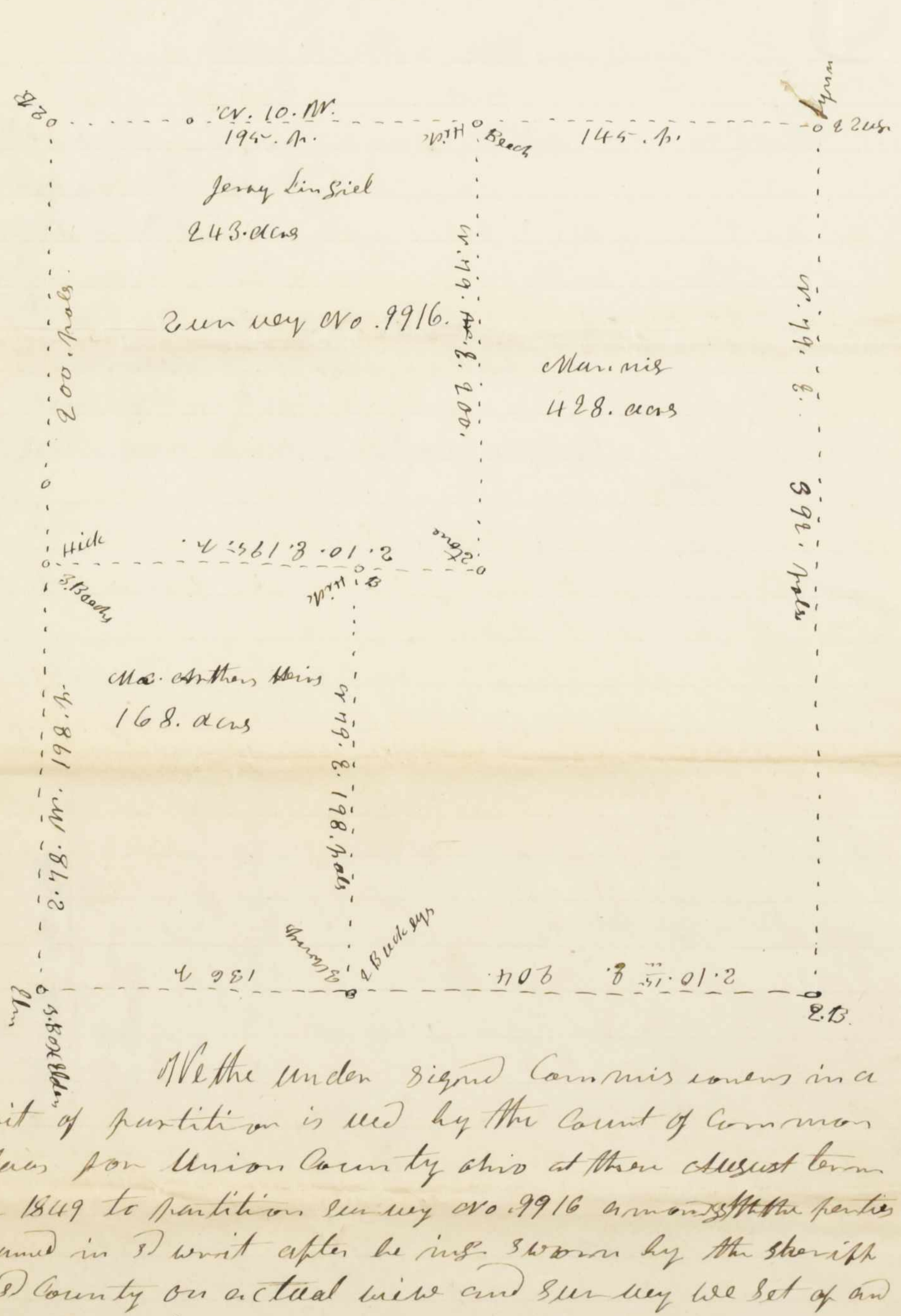
Report
Jeremiah Lingell et al
by
Allen C. McArthur et al

Filed Nov. 20. 1849
James Kirkpatrick Clk

Cost Bill
Record

Received

Commissioners
Report



We the under signed Commis sioners in a writ of partition is ued by the Court of Common plaes for Union County ohio at there August term for 1849 to partition Survey No. 9916 amongst the parties named in sd writ after be ing sworn by the sheriff of sd County on actual view and Survey we set of and assigned unto Allen C. Mc Arthur Duncan Mc Arthur Coons Effee E. Allen William Marshall Ander son and Elisebeth. Ander son his wife Nancy Trimble John A Reeheval John Walk. and Francis Walk his wife Smith Mc. Arthur Nancy Mc Arthur & William H.H. Mc Arthur as there Equal fifth part 168 acres Bounded as

Begining at 3 B ore Elders and an Elm the original South East Corner to the survey then with the south line there of S.78. W. 198 poles to a Beech and Hickory then N. 10. W. 136 poles to a Beech and Hickory then N. 79. E. 198. poles to 2 Buckeys & 3 cherry trees in the East line of the survey then with sd line S. 10 ½ E 136 poles to the be gining

We set of and assign to Jeremiah Lingrel & Matthew Lingrel as there Equal third part of the ballance of the survey 243. acres Bounded as follows Begining at 2 Beeches the original S.W. Corner to the survey then with the West line there of N. 10. W. 195 poles to a Beech and Hickory then N. 79. E. 200 poles to a stone then S. 10. E. 195 poles to a Beech & Hickory Corner to the other then Lot in the South line of the survey then with sd line S. 78. W. 200 poles to the be gining

We also set of and assign to John W. D Duffield & Elizabeth M Duffield his wife Nathaniel Ellering James M. Ellering & Sarah D. Bris Co as there Equal two thirds part of the remainder 428. acres Bounded as follows Begin at a Lynn and 2 sassafras trees the original N. W. Corner to the survey then with the North line there of N. 79. E. 392 poles to 2 Beeches the original N. E. Corner to the survey then with the East line there of S. 10½ E. 204. poles to 2 Buckeys and 3 cherry trees Corner to the other Lot then with there line S. 79. W. 198. p. to a Beech Hickory another of there Corners then N. 10. W. 49. poles to a stone Corner to Lingrels lot then with his line S. 79. W. 200. poles to a Hickory and Beech in the W. line another of his Corners then with sd line N. 10. W. 145 pole to the be gining all of which is more fully represented on the plat here with returned

November 1st 1849.

William B Brown
Joshua Marshall
James Turner

Commissioners

Chancery Case File

Case No. 1849-CH-0009

No. 49-CH-9

Union Common Pleas Court.

Zachariah Draper
Plaintiff,

AGAINST

Philip Davis et al
Defendant.

AUG TERM. 1849

DECREE FOR PLAINTF

Journal 4 Page 225

Record No. 6 Page 426

Ex. Doc. Page

to wit: Sullivant Starling and William Starling of New York, one undivided sixth part each; Edmund Starling of the State of Kentucky one undivided sixth part; Peter R. Ramey of the State of Virginia one undivided twelfth part; William Marshall of the state of Kentucky one undivided twelfth part; Syne Starling of the State of Kentucky one undivided ninth part; Lucas Sullivant of Franklin County Ohio one undi = vided ninth part; and ___ Smith (Christian name unknown to your petitioners) of Highland County Ohio one undivided ninth part. Your petitioners further state that said devisees of said Syne Starling are — so far as their said interest can constitute them such — tenants in common with your petitioners in said premises

Your petitioners therefore, desiring to hold their said interest in severalty, pray that partition of said lands may be made, and that your petitioner's interest in the same may be set off to them in severalty; or if it shall appear that partition of said lands cannot without manifest injury be made then that the same may be sold, or other proper order taken in that behalf, pursuant to the statute in such case made and provided.

By Allison & Curry
Their Solicitors.

Union Common Pleas.
No. 32
Zachariah T. Draper, et al
vs.
Philip Dain et al
Petition for Partition

Filed April 15. 1854
James Matthews Clerk

Mr Clerk for Matthews & Ewer Esq.
Mr. ~~Sullivant~~ Starling
Mr. T. B. Allen
Davis Sanford
Noble & Wadham

Allison & Curry
Solicitors

To the Honorable the Judges of the Court of Common Pleas, Within and for the County of Union and State of Ohio:

Your petitioners Zachariah G. Draper and Joshua Mitchell of the County of Marion in the State of Missouri, respectfully represent that they have a legal right to and are seized in fee simple of the undivided fourth part of ~~the~~ a certain tract or parcel of land with the appurtenances, lying and being in the County of Union in the State of Ohio, and bounded and described as follows: Survey No. 12283, Beginning at two Lynn's and a Sugartree Westerly Corner to Richard Dorsey's survey No. 12,282; Thence with the line of said survey and passing the North corner thereof, N. 52° E. 680 poles crossing several small branches to two black ashes and a white ash and beech in the line of Richard Lee's survey No. 3418; Thence with said line N. 83° W. Two hundred and eighty two poles to a sugartree, beech and hickory South west corner to Lee's said survey; Thence with another line thereof N. 7° E. 120 poles to two sugartrees; Thence S. 52° W. 565 poles to two elms and a beech, Thence S. 38° E. 284 poles to the beginning, containing One Thousand acres more or less. And your petitioners further represent that Philip Dain of Muskingum County Ohio, and Sarah Gamble of the State of Maryland are tenants in common with your petitioners in said premises, the said Philip Dain being entitled to the undivided one fourth part thereof, and the said Sarah Gamble being entitled to the one ~~undi~~ivided half thereof. And your petitioners further represent that their said fourth part of said premises has never been sold as delinquent for the non-payment of taxes, but the said shares of said Philip Dain and said Sarah Gamble were heretofore (and before said Dain purchased his said share) forfeited to the State of Ohio for the non payment of taxes, and being so forfeited the same were sold together as 750 acres at the sale of lands forfeited to the State for non payment of taxes, which sale was made on the 21st day of May 1832, and said shares of said Philip Dain and said Sarah Gamble were then at said sale in said Union County Ohio bought by Lyne Starling, to whom the Auditor of said Union County afterwards executed a deed for the premises so purchased. And your petitioners further represent that the interest of said Lyne Starling, thus acquired, he did by his last will and testament devise and bequeath to the following named persons

Draper & Mitchell

vs } proof Publication

Sterling, Lewis & Sawyer

Filed May 31. 1849
Jas Kinkead for Clerk

April 18, 1849. n47w6

NOTICE — Philip Sain, Sarah Gamble, Sullivant Starling, William Starling, Edmund Starling, Peter R. Ramey, William Marshall, Lyne Starling, Lucas Sullivant, and —— Smith, son of John A Smith of Highland co, Ohio & Devisee of Lyne Starling, deceased, will take notice that a petition was filed against them on the 18th day of April, 1849, in the Court of Common Pleas of Union county, Ohio, by Zachariah G. Draper and Joshua Mitchell, and is now pending, wherein the said Zachariah G. Draper and Joshua Mitchell demand partition of the following real estate, lying and being in the county of Union and State of Ohio, and bounded and described as follows: Survey No 12283, beginning at two lynns and sugartree westerly corner to Richard Dorsey's survey No 12282; thence with the line of said survey and passing the north corner thereof N 52d E 680 poles crossing several small branches to two black ashes and a white ash and beech in the line of Richard Lee's survey No 3443; thence with said line N 83d w 282 poles to a sugartree, beech and hickory southwest corner to Lee's said survey; thence with another line thereof N 7d E 120 poles to two sugartrees; thence S 52d w 565 poles to two elms and a beech; thence S 38d E 284 poles to the beginning containing one thousand acres more or less, and that at the next Term of said Court application will be made by the said Zachariah G. Draper and Joshua Mitchell for an order that partition may be made of said premises.

ALLISON & CURRY,
Attornies for Petitioners.

Attest JAMES KINKADE, Jr., Clerk.
April 18, 1849. n47w6

State of Ohio Union County ss

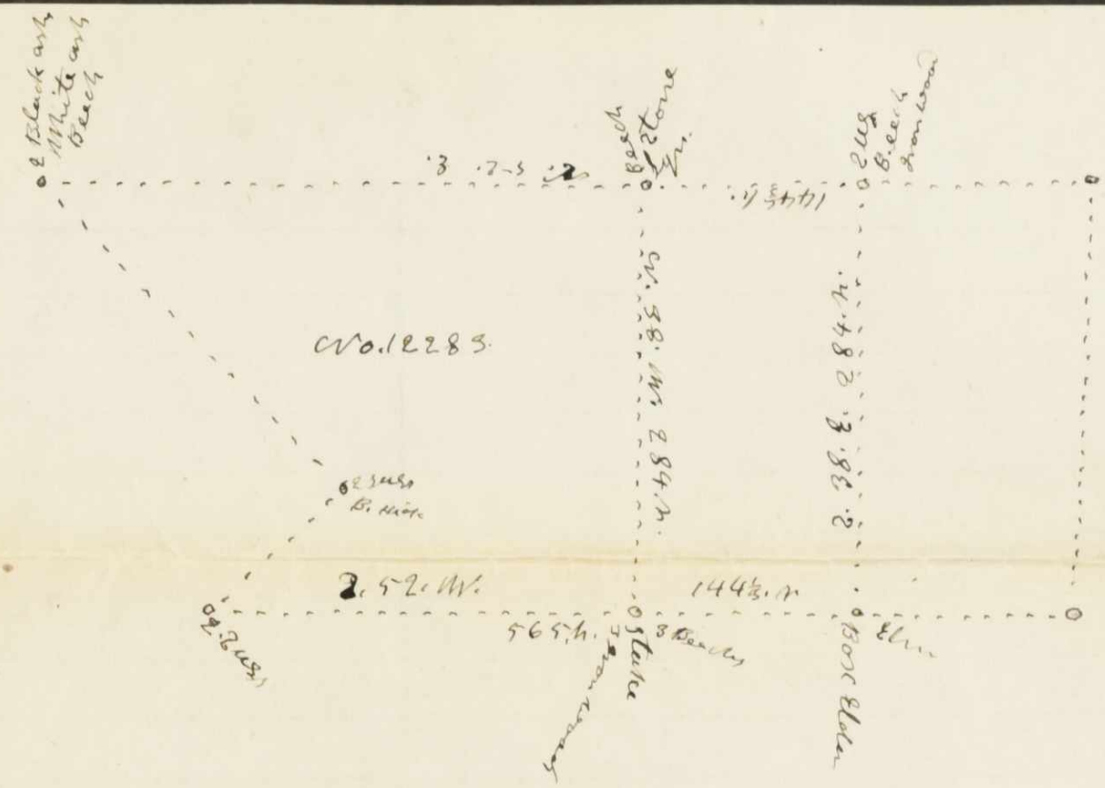
Personally appeared in open Court P. B. Cole Editor of the Age a newspaper published & in general circulation in said County makes oath that the notice hereto attached was published in said paper six weeks consecutively commencing April 1849

P. B. Cole

Sworn to & subscribed in open Court
May 3d 1849. Jas Kinkade jr clerk

Draper et al
vs
Dain et al

Filed Aug 7. 1849
James Kinkade Jr Clerk



In obedience to the Command of a writ of partition issued from the Court of Common Pleas for Union County Ohio at the May term for 1849 to make partition of Section CV. 12283 we the Commissioners named in said writ would report that after being sworn by the Sheriff of said County on actual view & survey of said lot of land have set off to the said Zacariah J. Draper & Joshua Mitchell named in said writ as their Equal one fourth part of said survey the following lot bounded as follows Beginning at a Box. Elder & Elm West erly Corner to a lot on said survey Conveyed to Phillip Sain. then with his line South. 38. West 284 poles to a Sug. Beech & Iron wood Easterly Corner to his lot in the original S. E. line of the survey, then with said line CV. 52. E. 144½ poles to a stone Beech & Lynns then CV. 38. West 284 poles to a stake in the CV. W. line with 3 Beeches & 3 Iron wood then with said line South 52. W. 144½. poles to the beginning Containing 256. acres for said lot Reference is made to the above diagram of said survey and partition. July 27th 1849

David Danforth
M. L. Madhams
Wm. B. Irwin

Commissioners

Draper et als
v
Dunn et als

Filed aug 7. 1849
James Kirkpatrick clk

fees in the Case of partition of Dwelsen & Mitchel

David Danforth commissioner 2 days at $1.00 a day	$2.00
Miles H. Wadhams " " "	2.00
Wm B. Irwin " " "	2.00
" " " surveying at $2.00 a day	4.00
J. E. Lockwood carrying chain 2 days at 75 c a day	1.50
Samuel Baker sen " " " "	1.50
James Foster one day marking	75
	$13.75

Wm Cum Recd

Benjamin G Brookshire
vs
Philip Lain et al
Writ of Partition

Filed 26 July 1849
Francis Michael Clerk

Recorded

I have executed this writ, by the oaths of the within named commissioners whose report is herewith returned.
July 27, 1849
Fees — Service 1.00
mileage .60 = $1.60
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 William B. Irwin Daniel Danforth and Miles H Wadhams. you cause partition to be made of the following lands. Lying and being in the County of Union and State of Ohio. and bounded and described as follows. Survey No. 12283. begining at two Lynns and a sugartree westerly Corner to Richard Dorsey's Survey No. 12282 thence with the line of Said Survey and passing the northerly Corner thereof. N. 52° E. 680. poles crossing several small branches to two black ashes and a white ash and beech in the line of Richard Lee's Survey No. 3448. thence with said line N. 83. W two hundred and Eighty two poles. to a sugartree. beech and hickory South west Corner to Lee's said Survey: thence with an other line thereof N 7: E 120 poles. to two sugartrees. thence S. 52: W 565 poles to two elms and a beech thence S. 38° E 284 poles to the begining Containing One thousand Acres. more or less. By assigning and letting off to the said Zachariah G. Draper and Joshua Mitchell One equal one fourth part of the said premises. in pursuance of an Order lately made in our said Court of Common Pleas. within and for the said County of Union in a certain Petition for Partition wherein Zachariah G Draper et. als is Petitioners and Philip Sain et. als. are defendants. and that your proceedings in the premises you distinctly certify under your hand to our said Court of Common Pleas. within and for the said County of Union. on the first day of their next Term. Together with this writ.

Witness James Knikkadep Clerk of our said Court of Common Pleas. at Marysville this 9th day of July AD 1849.

James Knikkadep Clerk.

Chancery Case File

Case No. 1849-CH-0010

No. 49-CH-10

Union Common Pleas Court.

Jane Ross
Plaintiff,

AGAINST

Otway Curry
Defendant.

APR TERM. 1851

DECREE FOR MAINTE

Journal 5 Page 28

Record No. 6 Page 74

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No ~~35.~~ ~~2~~ ~~3~~
21

Jane Ross
vs
Otway Curry

Cert Bill made
Record

Recorded

46

Minn Cirt Thus

Jane Raps

v Bill for Dower

Ottway Cuny

Charles Sumter

Sol for Pet.

Filed May 5th 1849.

James Kirkpatrick Jr Clk

Recorded

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

Respectfully represents unto your Honors, your Petitioner, Jane Rapp of Union ~~County~~ County Ohio, that on or about the 26th day of July 1840 your Petitioner intermarried with William Rapp of Union County Ohio, that said William Rapp departed this life, on or about the month of October 1846 in the State of Indiana, at Gosport Owen County, where he then resided, leaving your Petitioner his widow. That ~~during~~ the said William Rapp during Coverture, with your Petitioner was seized, in an estate of inheritance in the Land and Tenements hereinafter mentioned to wit. The Lot Number Sixty Nine, 69, as designated on the Plat of Marysville Union County Ohio, upon which there was a two story Brick House Barn and other Improvements in which your Petitioner is entitled to Dower, according to the statute in such Cases made and provided.

Your Petitioner therefore prays process of Subpoena against, Otway Craig, who is presumed having the next immediate estate of inheritance and that he may, on his Corporal Oath, to the best and utmost of his knowledge, remembrance, information and belief, fully, true, and perfect answer make to all and singular the matters aforesaid; and that on the final hearing hereof Dower in said premises may be assigned by your Petitioner, and that she may have such other and further relief in the premises, as to your Honors may seem equitable and your Petitioner shall ever pray &c

By Charles Sheerer
Her Solicitor.

served this writ May 15. 1849 by delivering a certified copy thereof to the within named Otway Curry.

Fees – mileage 5
service 35
copy 10 = 50

Philip Snider Sheriff

Union Com Pleas

Jane Ross
vs
Otway Curry

Writ in ch

Filed May 28, 1849
James McPherson Clerk

Recorded

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon Otway Curry.

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 for Dower ~~in Chancery~~, exhibited against him by Jane Ross,

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

James Kirkade Witness, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House, this Eighth day of May A.D., 1849

James Kirkade Jr Clerk of Common Pleas.

Filed May 5. 1849
Jas Kirkpatrick Clk

Jane Rap
" } In chancery / Pet for Alimony
Otway Curry

Issue a Subpoena returnable
to next Term against Otway Curry -
To the Clerk &c
Circ. Court May 3rd 1849 } Charles Scruggs
Solicitor for Petitioner

Ross
v
Cruz

Filed Apl 15. 1861
S Krikado p CK

The State of Ohio Union County, ss.

John Cafsil, being duly sworn says that he is well acquainted with Lot No. 69 in Marysville in which Jane Ross, seeks Dower, having occupied the premises as a renter, under the agent of Doctor Ross, part of two different years — part of the time at sixty dollars & part at fifty dollars per year, the lowest of which amounts he considered a high rent for the premises in its then condition, which was about the same as at the decease of Dr. Ross; the premises was improved to an amount of from eighty to one hundred dollars, between the time of sale & the occupancy of the Defendant — Deponent considers the report of the commissioners for assignment of Dower a fair and judicious one considering the matter of taxes, repairs &c. and he is also of opinion that the premises cannot be divided without injury to the same and a diminution in the value thereof — John Cafsil

Sworn to and subscribed before me this 15th day of April A.D. 1851. James Kirkwood p. Clerk of Union Com Pleas

~~Kentucky~~
Kept
for Jos
on Wells
6.9

Treasurers Office Union County
Marysville May 5th 1849

Recd of Jane Rose Widdow of the late William Rose and $23.08 tax interest and penalty on one third of lot No 69 for the years 1845-46-47 & 1848 the same being forfeited to the State

E Lee Tr. U. C.

motion
to set aside
execution

Filed May 28. 1850
James Kirkpatrick Jr Clk

Jane Roff
vs
Otsego County

Petition for Dower

The said Jane Roff now comes and moves the Court to set aside the assignment of Dower in this case for the following reasons viz — Because the other Commissioners in the case did not assign her an amount equal to one third net annual rents & profits of said property —

— And petitioner further states that said Commissioners only allowed her only $10 per year — when the said property will rent for from $60. to $75 per annum.

Jane Ross
vs
Atwoy Carr

Aff

Filed Novr. 19. 1850
Jas Kirkpatrick Clerk

State of Ohio Union County ss.

James W Evans makes solemn oath and says that he is well acquainted with the premises now occupied by Otway Curry Esq in which James Rose seeks to obtain Dower, that he believes said premises should and one indeed well worth from 50$ to 65$ per year rent — the rent of said premises commanded at the time of said Rose's decease was worth about the amount above stated. cash rent to the best of his recollection — he occupied a part of the premises as a renter about one year, several years since & therefore ~~he~~ is well acquainted with the premises — he made a former affidavit in this matter which he understands to be lost or mislaid, said affidavit was intended to contain the same facts herein stated, J. W. Evans

Sworn to and subscribed before me
this 19th day of November 1850
James Turner J. P.

Jane Rand
vs
Olway Curry
Affr

Filed Nov. 19. 1850
James Kirkpatrick Clerk

The State of Ohio Union County SS

We the undersigned ~~James A. Alexander~~ makes solemn oath and says that he is well the premises described in the petition of Jane Rapp for dower, said premises being now occupied by Otway Curry Esqr, that the premises in his Opinion could be very easily devided and one third part thereof sett off to the widow without any ~~great~~ loss to them in value he further states that in case said premises should be rented that the part coming to the widow should be more than 10$, he thinks at the lowest it should be worth from 15$ to 20$ per year after making deduction for taxes &c &c he thinks said premises will easily command a rent of sixty dollars per year. & further this deponent saith not.

J. S. Alexander
Henry Walford

Sworn to & subscribed before me this 19th day of November AD 1850

James Lemmer JP

Jane Ross
vs
Alway Curry
Aff

Filed Novr. 19. 1850
James Kirkade Jr Clerk

The State of Ohio } Union County SS.

George W Cherry makes solemn oath and says that he is well acquainted with the premises in which Jane Raff seeks to obtain dower, that he was agent for Raff before his decease and had the charge of said property which rented before Raff's decease at forty dollars per year and at the time of his death said property would command that rent in cash, he further states that said premises can be divided without any great detriment to their value. One third can be set off on the west side of them or on the North side thereof. he believes 10$ per year for the dower interest to be entirely too low, he is willing to take the premises at 55$ per year and keep them in good repair (natural decay excepted) as they are in and pay all taxes for the coming ten years, and he considers the rent well worth that amount, of 55$ p year, and taxes paid by tenant, he is willing to take the premises at their price as above stated and will give good security of his faithful performance of his contract. he, as agent he rented the above property from the time Raff left Marysville up to the time the same was sold ~~to G W Cherry~~ by the Sheriff. ~~during that time it always rented at 60$ p year, previous to Raff decease.~~

as he verily believes

G W Cherry

Sworn to & subscribed before me Nov 19. 1850.

James Kirkpatrick for clerk of
Union Com Pleas

Rec's on cur's

Affm

Filed Apl 15. 1851
J. Rinkrado Jr Clerk

The State of Ohio
Union County, ss }

James Lowner being duly sworn deposes and says that he has for many years had an accurate knowledge of the condition and value of Dr Lot No 69 in the Town of Marysville now occupied by Otway Curry; that at the time of the death of Dr Rob's former owner thereof fifty dollars per annum was a high rent for the same; considerable improvements having been made thereon since that time. that the premises can not be divided with out material injury to the same and a reduction of the value thereof. and that in his opinion after deducting yearly taxes and repairs the sum of ten dollars per year would be a fair assignment of Dower and that the assignment of that amount made as dower by the late commissioners appointed under an order of the court is a reasonable and proper assignment

James Lowner

Sworn to and subscribed before me this 15. day of April A.D. 1851.
James Kilpatrick Jr clerk of Union Com Pleas

Union Com. Pleas

Jane Ross
vs
Otway Curry

Writ of Dower

Filed May 22. 1850
James Rinkado pr clerk

Recorded

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:
We command you that without delay by the oaths of three judicious, disinterested men of the vicinity who are not of kin to either of the parties interested, you cause to be set off and assigned to Jane Ross, of Erie County Ohio, widow of William Ross, late of Owen County Indiana, deceased, One full equal third part of the following real estate viz't In lot number Sixty nine (69) as designated on the plat of Marysville Union County Ohio upon which there was a two story Brick House Barn and other improvements, in pursuance of an Order lately made in our said Court of Common Pleas, within and for the said County of Union in a certain petition for dower, wherein the said Jane Ross, is petitioner and Otway Curry respondent; and that in like manner by the oaths of the same men, you make a just and true appraisement of the yearly value of said real estate after deducting necessary expences; and that your proceedings in the premises you distinctly certify under your hand to our said Court of Common Pleas on the first day of their next term; and have you then there this writ.

Witness James Kirkade p. clerk of said Court of Common Pleas at Marysville the 7th day of February A.D. 1850.

James Kirkade p. clerk

State of Ohio Union County ss

We the undersigned Thomas Turner, Wm. H. Frank and John Johnson, Commissioners, being duly sworn, ~~[illegible]~~ are of Opinion that no division of the within premises can be made by metes or bounds, and do assign the dower of the within Complainant specially as of a third part of the rents, issues, and profits of the within named premises, at Ten Dollars ($10) per year during her life; and we do appraise the yearly value (after deducting necessary expenses) of the real estate within described; estimating said value from the fifth (5th) day of May A.D. 1849 to the (21st) twenty first day of May A.D. 1850 at Thirty One dollars & twenty five cents ($31.25) ~~one third of which sum being ten dollars forty one and two third cents (XX,XXX,X)~~ and excluding all permanent or valuable ~~or valuable~~ improvements after the husband of said complainant ceased to be the owner thereof

Given under our hands this 21st day of May A.D. 1850

fee $1,50

Thomas Turner
Wm. H. Frank
John Johnson

I have executed the within writ by the oaths of Thomas Turner Wm. H. Frank and John Johnson three judicious and disinterested men of the vicinity, not of kin to either of the parties interested. and I return herewith above the assignment of dower to the said Complainant, and appraisement of the yearly value of the within premises as within I am commanded.
May 21st 1850.

Fees= service $1.00

Philip Snider Sheriff of Union County.

/

No. 49-CH-11

Union Common Pleas Court.

Lorenzo Beach
Plaintiff,

AGAINST

Hiram Keeler et al
Defendant.

JUN TERM 1851

Settled

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Record No. 6 Page 88

Ex. Doc. Page

Chy. No. ~~24~~ ~~22~~
20

Lorenzo Beach
vs
Hiram Keeler et al

Mtn. Decree that
Defts pay, in ten days
or in default that the
land be sold as in
Jdgt. vs Law

Cost Bill made
Recorded

Recorded

Mtn. for
decree

47

In Common Pleas

Lorenzo Beach

vs

Hiram Keeler et al

Bill in Chancery

Filed May 22. 1849
James Kinkade Jr clerk

Recorded

Allison & Conroy

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

Your Orator Lorenzo Beach of the ~~said~~ County of ~~Lawrence~~ Madison represents to the Court, that on the 28th day of September A.D. 1838 your Orator, together with one Hiram Keeler of the said County of Union and one Orrin Keeler who is not a resident of the State of Ohio, and whom your Orator is informed resides in Iowa, entered into, and executed their written article of agreement under seal, whereby your Orator bound himself to convey by general warrantee deed upon the payment of the purchase money hereinafter mentioned — the following premises, situate in the County of Union and State of Ohio, being Survey No. 10194 surveyed for John Welch, and bounded and described as follows, to wit, Begining at an ash, sugar, & burr oak North East corner to Almond Drummonds Survey No. 10193, thence with his line S. 80. W. 200 poles to a stake North west corner to his survey and in the line of Blackwell and Taylor's Survey No. 9922 — thence with said Blackwell & Taylor's line N. 12. W. 160 poles to an ash, oak, & elm in said line — thence N. 18. E. 200 poles to an ash, lynn, and beech; — thence S. 12. E. 200 poles to the begining containing two hundred acres more or less. The said Hiram Keeler and Orrin Keeler thereby bound themselves to pay to your Orator the sum of Eleven hundred dollars, as follows, One hundred dollars cash in hand, and the ballance in four equal annual payments of two hundred and fifty dollars each, with interest from the date thereof payable annually, all of which will more fully and at large appear, ~~from the said~~ reference being had to the said Article of agreement a duplicate Original of which is herewith filed and made a part of this Bill, marked (A) the said Hiram & Orrin Keeler as will also appear by a reference to said article, bound themselves to pay all taxes and accounts that might accrue against said land after the execution of said Article of agreement.

Your Orator further represents that all the payments which have been made by the said Hiram & Orrin Keeler to your Orator under or upon said article of agreement are as follows to wit, One hundred dollars paid in hand at the time and date of the execution of said article to wit on the 28th day of September A.D. 1838, — Fifty six dollars and thirty three cents on the 17th day of November A.D. 1838, — Two

hundred and fifty dollars on the 5th day of December A.D. 1840 and two hundred and fifty five dollars and twenty five cents on the 28th day of January A.D. 1841 all of which payments are endorsed upon said article of agreement herewith filed. The taxes of 1848, on said Land are also unpaid &

Your Orator further represents that ever since the execution of the said article of agreement the said Keelers have had the entire use and occupation of the said land and have wholly failed to pay the ballance of the said purchase money all of which is due and now amounts to a large sum, to wit, the sum of nine hundred dollars. The said Hiram and Orrin Keeler are insolvent and neglect and refuse to pay anything more on said agreement. Your Orator further states that at all times since the execution of the said article of agreement ~~and is now~~ he has been able, ready and willing to perform his covenants in said agreement contained, and is now ready and able to perform the same when ever bound to do so by the terms of said agreement.

In tender consideration whereof, and inasmuch as your Orator is remedyless at the law side of this court, your Orator prays that the said Hiram Keeler and Orrin Keeler may be made defendants to this Bill, that they may be compelled to answer all and singular the allegations contained in this Bill, that they may be decreed to specifically perform said contract for said real estate, and in default, that said contract may be cancelled, or said premises be sold to pay said purchase money now due with the accruing interest. That your Orator may have the appropriate process on this his Bill &c. and such other and further relief as equity and good conscience may require &c

By Allison & Curry
His Soltrs.

Union Common Pleas

Lorenzo Beach
vs
Hiram Anders et al

Amt of decree	$960.18
Costs of suit	14.04
Increase costs	1.28

Received
Feb 1. 1851

Filed April 2. 1851
J. Phillips Jr Clerk

Allison & Curry
Atty for complt.

Received this writ January 31 1851

Had the within described Real estate Appraised on the 18th day of February AD 1851 by the oaths of Toler Rendall Hiram Anders and John Chapman at ten dollars per Acre and delivered a certified copy there of to the clerk of the court from whence this writ issued Advertised the same for sale by Publishing in the Marysville Tribune a Newspaper published and in general circulation in union County Ohio for at least 30 days previous to the day of sale I afterwards to wit on the 31st day of March AD 1851 (it being the day i advertised the same to be sold) between the Legal hours of 10 O'clock A M and 4 O'clock P M offered the same for sale at the door of the court House in said County ~~and~~ By public auction and not sold for want of bidders

Fees	Advertising	25
	Milage	1.00
	Levis	35
	Copy Appraisement	30
	Indorsement	1 00
	Appraisers	1 50
	Pr Fee	3.75

William B Malin Sheriff

2.90

The State of Ohio Union County ss.

To the Sheriff of said County Special Master &c

Greeting:

Whereas at the November Term of the Court of Common Pleas, continued and held on the 22nd day of November A.D. 1849, in a certain Cause in Chancery therein pending wherein Lorenzo Beach, Complainant and Hiram Keeler and Orrin Keeler defendants, the Court ordered and decreed that you expose to sale the premises in the bill described as follows, to wit, Situate in the County of Union and State of Ohio, being Survey No. 10194 surveyed for John Welch and bounded and described as follows to wit, Begining at an Ash, Sugar & burr oak Northeast Corner to Almond Drummonds Survey No. 10193 thence with his line S 80 W. 200 poles to a Stake Northwest Corner to his Survey and in the line of Blackwell & Taylor's Survey No 9922. Thence with said Blackwell & Taylor's line N. 12. W. 160 poles to an Ash, Oak & elm in said line. thence N. 18. E. 200 poles to an Ash Lynn and Beech, thence S. 12. E. 200 poles to the begining Containing two hundred acres more or less, to satisfy the said Complainant in the sum of Nine hundred and Sixty dollars and eighteen cents, with interest thereon from the said 22nd day of November A.D. 1849, until paid, together with Costs of suit taxed at $14.04. and also the further sum of $1.28. 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 Kirkade Jr Clerk of said Court at Marysville this 31st day of January A.D. 1857.

James Kirkade Jr Clerk

Know all men by these presents that I Lorenzo Beech before named do hereby bind myself my heirs and administrators to make the before named Hiram (Orrin) Keeler his assigns a general warranty deed of the before described tract of land if they shal well and truly pay the above mentioned sum of Eleven hundred dollars to me or my heirs within the time specified with the taxes and interest under the penalty of fifteen hundred in testimony whereof I hereunto set my hand and seal this 28th day September A.D. 1838 in presence

Lorenzo Beech (Seal)

of William Walker
Velina Keeler

September 28th 1838 Recd on the within Contract one hundred Dollars Lorenzo Beech

November 17th 1838 Recd on the within Contract fifty Six Dollars and thirty three Cts Lorenzo Beech

December 5th 1840 Recd on the within Contract two hundred and fifty Dollars

January 28 1841 Recd on the within Contract two hundred & fifty five Dollars and twenty five Cts

Recorded

(4)

A Bond to Hiram Keeler

Article of Agreement made and Concluded
this the 28 day of September 1838 by and between
Lorenzo Beech Party of first and Hiram Orrin
Keeler's of the other party is as follow the
said Lorenzo Beech has this day sold unto the
aforesaid Hiram & Orrin Keeler's for two hundred acres
of Land military Survey No 10184 in the name
of John Welsh described as follows begin
ning as follows beginning at an ash sugar
and bur oak North East corner to Almond Drum
monds Survey No 10193 thence with his line
S 80 W 200 poles to a stake North West
corner to his Survey and in the line of
Blackwell and Taylors survey 1922 ~~and in the~~
~~the~~ thence with said ~~the~~ Blackwell and
Taylors line S 12 W 160 poles to an ash oak
and elm in said line thence N 78 E 200 poles
to an ash lynn and Beech thence N 12 E 200 poles
to the beginning for the sum of Eleven hundre
Dollars one hundred cash in hand the balance
divided into four equal annual payments
of ~~Eleven~~ two hundred and fifty dollars each
bearing interest annually from Date with the
taxes and accounts that may to accrue against
the said tract of land in testamony
whereof we have interchange Set our hand and
seals the day and year before mentioned in
presence of

Hiram Keeler (Seal)

William Walker Jr Orrin Keeler (Seal)

Elvira Keeler

Lorenzo Beech (Seal)

Last Wed

Shoff. 65

Beach vs Keeler Print 4.50

	Sunder 1.45 - 64 =	2.09
	Printing Hamilt 3.75, 4.50	8.25
	Cole 6.00	6.00
	Hamilton.	
	Appre	1.50
	Shoff Malin 2.90 - 48.65	

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75

$8.66½

Filed Jany 31. 1857
D Kirkpatrick clerk

Lorenzo Beach
vs
Hiram Keeler

Leave in Minor Com Pleas —
Issue an order of Sale in this case to Sheriff of Minor Co — as Special Master Comr —

To Jas Kinkade Jr Clerk —
Jany 31st 1851

Allison & Curry
Solts for Plffs

Recd May 26. 1857
Ellen Hadfield

Marysville November 22 1849

It is agreed between Lorenzo Beach of the county of Madison Ohio and Jonas Reeler of the county of Union Ohio. That the said Lorenzo Beach doth agree that no execution shall be issued for one year against the said Reeler upon a certain Decree entered against the said Reeler in the Union Common Pleas at the November Term AD 1849 said Judgement or decree calling for Nine hundred and sixty dollars and eighteen cents upon the condition that the said Reeler doth pay the Costs in said Decree.

Lorenzo Beach

Costa Rica.
Beach
vs
Keller

Lorenzo Beach vs Hiram Kelderhouse	Cert & Bill	
	Clerk.	8.66½
	Shff Sinden	2.09
	" Maher	4.03
	Witness Costs	6.00
	" Hamilton	8.25
	Apprs.	1.50
Recd May 19. 1851.		$30.53½

In Union Com Pleas

Lorenzo Beach

vs

Orrin Keeler et al

Proof of Publication

Filed Aug 14. 1849
James Kirkpatrick clerk

Recorded

CHANCERY NOTICE.—Orrin Keeler is hereby notified that on the 22nd day of May, A. D., 1849, Lorenzo Beach, of the county of Madison, in the State of Ohio, filed in the Court of Common Pleas of Union county, in said State, a bill in chancery against said Orrin Keeler and Hiram Keeler, in which it is alleged that the complainant Lorenzo Beach, and the defendants Orrin Keeler and Hiram Keeler, on the 28th day of September, 1838, entered into and executed an agreement under seal, whereby said complainant sold to said defendants two hundred acres of land more or less, in said Union county, being Survey No. 10194, and fully described by metes and bounds in said bill, for which said defendants were to pay said complainant eleven hundred dollars in certain instalments in said agreement and in said bill mentioned. That said defendants have paid a part of said purchase money, but that the sum of nine hundred dollars thereof remains due and unpaid, and that said defendants wholly neglect and refuse to pay said balance; and that said complainant has ever been and is still able and willing to perform his part of said agreement. The prayer of the bill is for specific performance of said contract, and that in default thereof the said contract may be cancelled, and said premises sold to pay said purchase money still due and interest.

And the said Orrin Keeler is further notified that unless he shall appear and plead, answer, or demur, to the said bill within sixty days after the next Term of said Court the said Lorenzo Beach at the next Term of said Court after the expiration of said sixty days will apply to said Court to take the matters of said bill as confessed, and decree thereon accordingly.

ALLISON & CURRY,
Solicitors for Complainant.

Attest JAMES KINKADE, Jr., Clerk.

June 13, 1849. n2w6

P. B. Cole of the County of Union being duly sworn deposes and says that the notice hereto attached was published six consecutive weeks next after the 13th day of June 1849 in a newspaper called the Argus and Union County advertiser (of which he is the Editor) during that time printed in the County of Union and in general circulation therein.

P B Cole

Sworn to and subscribed in open Court this 14th day of August 1849

James Kinkade Jr Clerk

Pr fee $6.00

In Union Com Pleas

Lorenzo Beach
vs
Hiram Keeler et al

Debt in ch

Filed May 29. 1849
L. A. Hurd Clerk

Recorded

Served this writ May 26. 1849 by delivering a certified copy thereof to the within named Hiram Keeler Orren Keeler not found. Fees— mileage 1.00
service 35
copy 10 = $1.45
Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon Hiram Keeler and Orrin Keeler

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 Lorenzo Beach

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

James Kirkwood Witness, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House, this 22nd day of May A.D., 1849

James Kirkwood Jr Clerk of Common Pleas.

Union Common Pleas

Lorenzo Beach
vs
Noah Kellerchah

Order for Sale
amount of
seven $960.00
costs —

Filed July 1 1857
Attest Rob'r Clark

Filed term 1857
Record

Allen Hamy Atty for
Compl.

Received this writ May 11th 1857
In obedience to the writ in command I advertised the within described
real estate for sale by publication in the Marysville Tribune a
Newspaper published and ~~circ~~ general circulation in union
county Ohio for at least thirty days previous to the day of sale
~~I offered the same on the~~ Returned by order of Plaintiffs
attorney

Fees Mileage 5
Serv 35
Advert 25
Printer 4.50
5.15

July 1st 1857

William C. Mulvin Sheriff
and Special Master

The State of Ohio Union County ss.

To the Sheriff of said County Special Master &c Greeting;
Whereas at the November term of the Court of Common Pleas, Continued and held on the 22nd day of November A. D. 1849, in a certain Cause in Chancery therein pending wherein Lorenzo Beach, Complainant and Hiram Keeler and Orrin Keeler, defendants, the Court Ordered and decreed that you expose to Sale the premises ~~in the premises~~ in the Bill described as follows, to wit: Situate in the County of Union and State of Ohio, being Survey No. 10194 Surveyed for John Welch and bounded and described as follows, to wit, Begining at an ash, sugar & burr oak Northeast Corner to Almond Drummonds Survey No. 10193 thence with his line S. 80 W. 200 poles to a Stake Northwest Corner to his Survey and in the line of Blackwell & Taylors Survey No. 9922, thence with said Blackwell & Taylors line N. 12 W. 160 poles to an Ash, Oak, & elm in said line, thence N. 18 E. 200 poles to an ash Lynn and Beech; thence S. 12 E. 200 poles to the begining Containing two hundred acres more or less, to Satisfy the said Complainant in the sum of Nine hundred and Sixty dollars and eighteen cents, with interest thereon from the said 22nd day of November A.D. 1849 until paid, together with the costs of suit taxed at $ and also the further sum of $ the increase Costs on said decree and the accruing costs and make report of your proceedings herein to the next term of said Court.

Witness James Kinkade jr clerk of said Court at Marysville this 17th day of May A.D. 1851.

James Kinkade jr clerk.

Union Common Pleas

Lorenzo Beach
vs
Hiram Keeler et als

Copy of Assignment

Filed Feby 21 1851
Ja S Kinkade p CK

Lorenzo
~~George~~ E. Beech
vs
Hiram Keeler et al

We the undersigned having been called upon by William C Malin Sheriff of Union County Ohio, to appraise the following described real estate to wit situate in the County of Union and State of Ohio being Survey No 10194 surveyed for John Welch and bounded and described as follows to wit Beginning at an ash Sugar & Buroak Northwest corner to Almond Drummonds Survey No 10193 thence with his line S 80 W 200 poles to a Stake Northwest Corner to his Survey and in the line of Blackwell and Taylors Survey No 9922 thence with said Blackwell and Taylors Line N 12 W 160 poles to an ash oak and Elm in said line thence N 18 E 200 poles to an ash Sycm and Beech thence S 12 E 200 poles to the Beginning Containing two hundred Acres more or less

After having been duly sworn by said William C Malin Sheriff and upon actual view of said real estate we do appraise the same at ten dollars pr acre Given under our hand and seal this the 18th day of February AD 1851

Jaler Randall (Seal)

Appraisers Fee $1.50

Hiram Andrews (Seal)

John Chapman (Seal)

The State of ohio Union County SS

Personally appeared before me William C Malin Sheriff of Union County ohio the above named Jaler Randall Hiram Andrews and John Chapman and made solemn oath to discharge the duties of Appraisers of the above described real estate impartially according to Law and the best of there abilities Given under my hand and seal this the 18th day of February AD 1851

William C Malin Sheriff (Seal)

I certify the above to be a true Copy of the original Appraisement

William C Malin Sheriff

Filed May 26, 1857
D. Brickwood Jr. Clk

Mess Carny and Alison Mr Hunter
Ruler has given me up the land to satisfy
the decree in my favour at the Circuit
term of 1849 of H.G. 60.18 you will
therefore please to stop the proceeding
in that case and I will be in
Maysville in a few days and settle
the costs in said suit

yours

May 23d 1857

Lewis Buck

Lorenzo Beach
vs.
Hiram Keeler

Praecipe for
Order of Sale.

Filed May 19. 1851
Jas Kirkpatrick clerk

Lorenzo Beach } Union Com Pleas
vs. } In Chancery
Hiram Keeler et als } Decree at Nov. Term 1849

Issue order of sale in this case
Allison & Curry
Attys for Pltff.

To the clerk of
Union Com. Pleas

Dated May 19th 1851.

NOV 1049

No. 49-CH-12

Union Common Pleas Court.

Lewis Lemsford
Plaintiff,

AGAINST

John H. Wribiskerver
Defendant.

NOV 1049

NOV 1049

Decree for Pltf.

Journal 4 Page 245

Record No. 5 Page 458

Ex. Doc. Page

Chy. 5 3

Lewis [illegible]

vs

John H Wimbish et al

Record

Costs

Recorded

48

Union Com Pleas

Lewis Lumsford

vs

John Urimbirsh et al

Bill in Chancery

Filed May 29. 1849

James Kinkadow Jr clerk

W Baldwin

To The Honorable the Judges of the Court of Common Pleas of Union County Ohio In Chancery sitting.

Your orator Lewis Lumsford of Ohio County, State of Virginia, respectfully represents unto your Honors, That about the year of our Lord 1819 one John Trimbish late of parish of Arthur, Halifax County, Virginia, died seized of a tract of land situate in said County of Union and State of Ohio (and within the jurisdiction of this Court) known and described as Survey in the Virginia Military District Number Three Thousand Six Hundred and Ninety one (3691). That said John Trimbish died, by his last will and testament, bearing date June 10th A.D. 1818, and which will has been duly admitted to probate by your Honorable Court heretofore to wit at the October Term A.D. 1837, devise and bequeath unto his wife then Nancy Trimbish all his estate both real and personal of every description for her use and to the end that she should dispose of it only to his children John H. Trimbish, Elizabeth Braddock, Abram Trimbish, Judith A. Trimbish, & Mary Trimbish or their heirs in such portions and at such times as she might think proper. As will more fully appear by a copy of said will hereto attached and made part of this Bill Marked (A.)

That about the year A.D. 1836 or 1836 said Nancy Trimbish died and by her last will and testament bearing date December 18th 1831. and which will has also been duly admitted to Probate by your Honorable Court heretofore to wit at the October Term A.D. 1837 will and devise amongst other things that her executor hereinafter named should as soon after her decease as practicable expose to sale her lands in the State of Ohio and that the proceeds thereof should be equally divided between her three daughters Elizabeth Braddock, Judith A. Lemington (late Trimbish) and Mary Trimbish theirs heirs Executors &c all of which will more fully appear by reference to a copy of said will hereto attached and made part of this Bill

That said Nancy Umbish died as aforesaid leaving five children and heirs at Law, issue of herself and said John Umbish, to wit, John H Umbish, Elizabeth Braddock, Abram Umbish, Judith A Carrington (late Judith A Umbish) and Mary Umbish, Your Orator further represents that on the 5th day of May A D 1846. Elizabeth J Poindexter (late Braddock) & A M Poindexter her husband, Judith A. Carrington and her husband Jno. B Carrington, Mary A Young (late Umbish) and her husband John W Young did in consideration of a large sum of money to wit Twenty Five Hundred Dollars to them paid, did bargain and sell and convey in fee simple unto Your Orator by deed of that date duly executed and recorded in the Records of Union County June 27th 1848 in Book 11. Pages 460, 461, & 462. The above named tract of land situated in said County of Union, Ohio, known and described as Survey in the Virginia Military District Number Three Thousand Six Hundred and Ninety One (3691) - That the said grantors in the above mentioned Deed Elizabeth J Poindexter (late Braddock) Judith A Carrington, and Mary A Young (late Umbish) are the three daughters of the said Nancy Umbish dec. to whom said Nancy willed as aforesaid that the proceeds of said Nancy's Ohio lands should be paid - as will more fully appear by a duly certified Copy of said deed herewith filed and made part of this Bill - That the Executor of the Will of said Nancy was never qualified to act thereon in said County of Union, nor were letters of Administration with the Will annexed ever granted by your Honorable Court, nor in the said State of Ohio, but your Orator avers that under said Will of said Nancy, said three Daughters therein mentioned, and grantors in the Deed to your Orator were in equity and good conscience solely and alone entitled to said tract of land being Survey in the Virginia M. District No 3691 above mentioned, and the proceeds thereof whenever sold. ~~although by strict law~~ and had good right to convey the same. Although by strict law

the title thereto may have been in them together with their brothers the other two children of said Nancy, John H Wimbish and were entitled in equity to a conveyance from them of the legal title and Abram W Wimbish. Your Orator further represents that since the death of said Nancy Wimbish said John H Wimbish has deceased also, as he is informed & believes intestate but at what precise time your orator is not informed, leaving his children and heirs at law as follows, John Wimbish and Lewis W Wimbish of Mecklenburg Co Virginia Jas. A Wimbish of Monroe County, Mississippi, Sarah A Leigh wife of Thos Leigh and Malinda Wimbish of Halifax County Virginia and Rebecca J Henderson wife of Pleasant Henderson of Hillsboro North Carolina. That said Malinda Wimbish is a minor under age and of whom said Thos Leigh is the duly appointed guardian all of whom your orator is informed are not residents of the State of Ohio. That said John Wimbish is Administrator of said John H Wimbish as your orator is informed and believes, in Virginia but never has been appointed in State of Ohio, That since the death of said Nancy, as he is informed and believes, said Abram W Wimbish has also deceased intestate leaving a Widow and five Children & Heirs at Law namely Mrs Wimbish Samuel Wimbish, James Abram Wimbish, Lillius Wimbish, Ellenor Wimbish, and Morgan Wimbish all of whom as your orator is informed and believes are minors under age, and not residents of the State of Ohio, but to the best of his information reside in Campbell County Virginia. Your orator is also informed and believes that said Abram W Wimbish a short time previous to his decease conveyed all of his real and personal estate of every description soever to Samuel Pannill and John Pannill of said Campbell County Virginia to have and to hold for benefit of certain trusts your orator knows not what, but he avers said John & Samuel Pannill to be non residents of the State of Ohio.

Your orator therefore prays that the said John Wimbish, Lewis W Wimbish, Jas. A. Wimbish, Sarah A Leigh, Thomas Leigh, Malinda Wimbish, Rebecca J Henderson, Pleasant Henderson Mrs Wimbish, Samuel Wimbish, James Abram Wimbish,

Lillius Wimbish, Ellenor Wimbish, Florian Wimbish, Samuel Parrill and John Parrill Trustees, may be made parties defendants to this Bill, and that an order of Publication as to the said aforespecified parties non residents as aforesaid may be entered by your Honorable Court, as may seem meet unto your Honors according to the statute in such cases made and provided, That a guardian ad Litem may be appointed for said infant defendants Malinda Wimbish Samuel Wimbish, James A Wimbish, Lillius Wimbish, Ellenor Wimbish & Florian Wimbish and that all of said Defendants may to the best and utmost of their knowledge, remembrance, information and belief, full, true, direct and perfect answer make to all and singular the the matters aforesaid as herein set forth the said infant defendants by their guardian ad Litem

That in the final hearing of this Cause all said Defendants may be decreed to convey to your orator in fee simple, all their interest, claim and demand in and to the above described lands (survey in V. N. T. No 3691) with covenants of special warranty - That they each & all may be perpetually enjoined from ever hereafter setting up any claim interest, right, or demand in or to the above mentioned premises. And that your orator may have such other and further relief in the premises as to your Honors shall seem meet or as Equity and good conscience may require And is in duty bound will ever pray

By W. Baldwin
His Solicitor

Copy of Will re of
John Wimbish

Filed

(A)

Fees
$1.50

Last Will and Testament of John Wimbish

Be it remembered that at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. On the 3d day of Oct 1837. Before his Honor J R Swan President and Robert Nelson. John Porter, and James Hill. his associates. Came Lyne Starling Jr and produced in open Court a certified Copy of the Last Will and Testament of John Wimbish. late of the County of Hali=fax and State of Virginia decd. and it appearing to the satisfaction of the Court that the same relates to Lands in this County. It is Ordered that the Same be admitted to record, Said Will reads in the words and figures following towit,

In the name of God amen. I. John Wimbish of Holifax County and State of Virginia and parish of Antrim. being of sound mind and disposing memory but weak in body and taking into Consideration the uncertainty of human life do make this my Last Will and Testament in manner and following towit. I give to my wife Nancy all my Estate both real and personal of every description for her use and to the End that she dispose of it only to my Children towit. John H. Wimbish Elizabeth Braddock Abram Wimbish Judeth A Wimbish. and Mary Wimbish. or their heirs in such portions and at such times as she may think proper. and further I. hereby best her with power to dispose of any part of my Estate real or personal an make purchases for the benefit of it so that the proceeds of such sale an the purcha=ses so made make a part of my estate. and to be disposed of in like manner and to the persons before named and in the event of my wife Nancy dying without Will, and Consequently a legal disposition of that part of my estate not disposed of by myself nor her to my Children. It is my Will that upon such an event and in such division a regard shall be had to the advancement I have made to my son John H Wimbish and my daughter Elizabeth Braddock, and also to the advancement that my wife may hereafter make by authority of this my last Will and Testament so as for each of my Children to have an equal proportion of my Estate real and personal and whereas doubts have frequently arison upon the Construction of Wills and the meaning of the Testator differently understood by those interested.

And it being possible after all my precaution for a difference of opinion hereafter to exist respecting the true meaning and intent of this my last will. I do hereby declare it to be my will in the event of such a difference of opinion that there shall be no recourse had to the usual mode of settling such controversies by law but that the matters in dispute be settled by five respectable judicious men of the County four of whome shall be chosen by the parties and the four appointing the fifth and their decision to be equally final and binding as if it had been determined in a Court of Law or Equity,

Lastly I hereby nominate and appoint my Wife Nancy Executrix of this my last will and Testament, revoking all others.

In witness whereof I have hereunto set my hand and seal this 10th day of June in the year of our Lord Christ 1818. 1818

Signed sealed in presence of J Wimbish (Seal)

Robert Hunt, Catharine C. Vassen.

Joseph M Crews

At a Court held for Halifax County the 23d day of March 1819 the within written Last Will and Testament of John Wimbish decd was exhibited in Court and proved by the oaths of two of the witnesses thereto subscribed and ordered to be recorded, whereupon on motion of Nancy Wimbish the Executrix therein named who made Oath thereto according to Law. Certificate is granted her for obtaining probate thereof in due form she giving security. whereupon she together with John H Wimbish Granville Craddock, Samuel Williams, Robert Hunt Armistead Banksdale and William B Banks, her security entered into and acknowledged their bond in the penalty of two hundred thousand Dollars. Conditioned as the Law directs for the purpose Test Samuel Williams Clerk

Virginia Town

I William Holt Clerk of the County Court for the County of Halifax, do hereby Certify that the foregoing will of John Wimbish decd. and Certificate of probate are truly transcribed from the records of my Office. In testimony whereof I have hereunto subscribed my name (Seal) and affixed the seal of said County at my Office this 24th day of May 1836.

W Holt.

Virginia Halifax County Court.

I Henry E. Coleman presiding Justice of the County Court of said County do hereby certify that Wm ~~Holt~~ whose name appears to the foregoing certificate is Clerk of the said Court and that the attestation of the said Clerk is in due form Given under my hand this 25th day of May 1836.

Henry E. Coleman

James H. Gill Clerk.

The State Of Ohio Union County ss.

I James Winkade Jr Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio. Do hereby Certify that the forgoing is Truly taken and Copied from the Record of Wills in this Office,

Witness my hand and Seal of Office at Marysville this 10th Day of July AD 1849.

James Winkade Jr Clerk

Copy of Will &c.
of Nancy Wentbish

Fees
$2.50

The Last Will and Testament of Nancy Winbish.

Be it remembered that at a Court of Common Pleas. began and held at the Court House in the Town of Marysville On the 3d day of October in the year of Our Lord One thousand Eight hundred and thirty seven within and for the County of Union and State of Ohio. Before his Honor J R. Swan President and Robert Nelson. John Porter and James Hice Associates Judges of said Court. a certified Copy of the last will and testament of Nancy Winbish of the County of Halifax and State of Virginia. was produced in open Court and it appearing to the Satisfaction of the Court that the same relates to lands in this County it was Ordered that the same be admitted to record in County. Which said will reads in the words and figures following following to wit.

In the name of God Amen. I Nancy Winbish of the County of Halifax and State of Virginia widow and relict of the late John Winbish of the said County being of sound mind and understanding do make this my last will and testament. Whereas my late Husband John Winbish by his last will and testament gave bequeathed and devised unto me all his Estate both real and personal of every description for my use and to the end that I might dispose of it only to his children to wit John H Winbish. Elizabeth Craddock, late Elizabeth Winbish. Abram W Winbish. Judith A. Carrington. late Judith A Winbish and Mary Winbish or their Heirs in such portions and at such times as I might think proper Now I the said Nancy Winbish by virtue of the said power and authority by the will of my said Husband so given or vested in me as aforesaid. and all other power and authority whatsoever in any wise enabling me hereunto and in pursuance and in execution thereof. do by this my last will and testament in writing give devise bequeath and appoint in manner following that is to say. I give devise bequeath and appoint to my Son John H Winbish his heirs executors and administrators in addition to the gifts and advancements heretofore made to him by his deceased father and myself all the interest of my late Husband in a tract of land lying on by creek owned jointly by the said John H Winbish and his father. also that part of a certain tract of

land lying near Halifax Court House which has not been laid off in Lots or set apart for the town of Banister and which is not herein after devised. Also the Tan Yard. Also the whole interest of my late Husband in a tract of land owned jointly by him and the late Peter Banksdale and heretofore conveyed to my said son by deed not fully proved Also the following Slaves to wit. Lewis Frederick Jesse Watt & Sally together with the increase of the said Sallys. from the date of this my will. Also the increase of the negroes heretofore put into his possession from the date of such possession. I give devise bequeath and appoint to my daughter Elizabeth Craddock. late Elizabeth Wimbish her heirs executors and administrators the tract of land whereon I now reside which includes all my lands lying on the South side of the west branch of Catawba Creek. and on the west side of the South branch of said Creek. Also one other tract called Pettys. Also one other tract of land called Paddys. Also one other tract called Echols Also two lots in the town of Banister Also one Bureau one bed and furniture one settee one Carriage and Carriage Horses. One young Sorrel Mare a yoke of likely Oxen Also the following Slaves to wit, America. Emily Big Squire Little Squire. Thaman. Grandison Linda. Louisa. Richard. Perry mon Venny. Charlott. Bybum. Martha. Ascen Mana. Lucy. Little Israel. Mary. Ellick Bylane. Betty. & Child. Angelina. Creasy. Allen. Ann. Antonett. Mill. Lancho. Peter Fountain Andrew & Betty. together with the increase of those heretofore put into her possession from the date of such possession and the increase of the remainder from the date of this my will.

I give devise bequeath and appoint to my daughter Judith A. Carrington. late Judith A Wimbish her heirs executors and administrators the balance of the tract of land on which I reside lying on the East side of the South Branch of Catawba Creek. Also two Lots in the town of Banister. Also the part of a certain tract of land lying near Halifax Court House. which has not been laid off into Lots or set apart for the said town of Banister which lies above the road leading from the Court House to the lower bridge on Banister river reserving ten acres adjoining the abutment of the Mill dam on the South side

of said river. reserving also the tan yard. I give and bequeath to my said daughter Judith her heirs Executors and administrators one Chesnut Sorrel Mare one side board and one bed and furniture. also the following Slaves (viz) Harriett. Suly Ann. Milly. Nelson. Nany. Betty Edward. Charles. Angelina. Amy. James. Opher. Eliza. Judy. Elvira. Sally. Charles. Nelson. Martha Matthew. Eliza. Grayson. Eppa. Little Billy. Ace. Lucy. Becca. Paul. Joe. Jim. and Esther together. with the increase of those heretofore put into her possession from the date of such possession. & the increase of the remainder from the date of this my will. I give devise bequeath & appoint to my son Abram. W. Wimbish. his heirs executors and administrators the whole of tract of land owned by his deceased father. lying on Tenble Creek. in the County of Halifax on the East side of the Mill Stone Road comprising comprising several tracts of land purchased at sundry times of diverse persons also two lots in the town of Banister. also the tract of land lying on the north side of Banister River except so much as may be necessary for the abutment to the mill dam. and for a mill yard. also one bed and furniture one clock. a colt out of the mare called Allens and ten head of sheep also the following Slaves (viz) Roda. Abram. Henry. Rosett. Berryman Alpea. Delila. Withy. Chany. William. Housen. Robins. America. Edy. Nancy. Arringtons. Jack. Little Isreal. son of Annis. Bell. Daniel James. Little Jacob. Anthony. Isaac. Bradshaw. and Sam. together with the increase of those. heretofore put into his possession from the date of such possession. ~~heretofore put into~~ and the increase of the remainder from the date of this my will.- I give devise bequeath and appoint to my daughter Mary Wimbish. her heirs Executors and administrators all the lands owned by ~~my daughter~~ he deceased father. on the west side of the Mill Stone road purchased. of the late Thomas J. Williams & others also two lots in the town of Banister also two mahogany tables three beds and furniture together with all my table furniture and one piano Forte. one young mare and one Colt. also the following Slaves (viz) Betty. Franky. Anky. Peter Spencer. Milly. Louisa. Little Isreal son of Betty. Hannah. Henry. Sarah. Anne. Elmira. Frank. Polly. Leonett. Mary. Milly. Ellen Cindy.

Francis, Harriett, Little Dick, Beverly, Zonck, Shop, Jack, Tiny, Big Jacob, John, Gun, Lafayette, Jane Isabel, Kathy, Little Chloe, and Decey and Blind, Sancho, with their increase from the date of this my Will, also ten head of Cattle, and ten head of Sheep, I give devise ~~and~~ bequeath and appoint to my sons John H Wimbish, and Abram W Wimbish, their heirs Executors, and Administrators my Mill on Bonister River, togeth with ten acres of land adjoining the abutment of the Mill dam on the south side of the said river and a sufficient quantity of land on the north side of the said river, for the abutment of said Mill dam, and for a Mill yard, they the said John H Wimbish and W Wimbish, paying to each of my daughters, Elizabeth Braddock, Judith A. Carrington, & Mary Wimbish, one fifth of the value of the said Mill and lands in instalments of one two and three years, I give and bequeath to my daughters Elizabeth Braddock & Mary Wimbish their heirs executors and administrators all my house hold furniture not herein before bequeathed with my planta=tion utensils and implements of Husbandry, on the plantation on which I now reside also provisions of every description for the support and maintainance of them and their respective families for and during the term of one year after my decease It is my ~~desire~~ will and desire that my Executors hereafter to be named should so soon after my decease as may be practicable expose to sale my lands in the State of Ohio, and that the proceeds thereof be equally divided between my three daughters Elizabeth Braddock, Judith A. Carrington and Mary Wimbish, their heirs executors and administrators. It is further my will and disire and I accordingly direct that my old and trusty servant Israel be permitted to choose to which of my before named daughters he will belong and I give and bequeath him to such one of them as he may select for his owner, and to their heirs executors and administrators, I give devise bequeath and appoint all the rest and residue of the estate both real and personal of my deceased Husband and also, all the estate of whatsoever

description which I may legally dispose of to be equally divided between my sons John H. & Abram W. and my daughters Elizabeth Judith and Mary. Share and share alike. I do hereby appoint William Leigh Executor to this my last Will and testament revoking all other wills and testaments by me heretofore made In witness whereof I have hereunto subscribed my name and affixed my seal this 16th day of December One thousand Eight Hundred and thirty One. Nancy Wimbish (seal)

Signed sealed published and declared in presence of us. Giles McGraw
William Wingfield

At a court held for Halifax County the 28th day of March 1836. this last will and testament of Nancy Wimbish decd. was exhibited in Court and William Leigh the exer therein named came into Court and refused to take upon himself the burthen of the execution thereof, which is ordered to be ~~recorded~~ Certified, and at an other Court held for the said County the 23d day of May 1836. the said will was again exhibited in Court and proven the oaths of two witnesses thereto subscribed and ordered to be recorded and on the motion of John B Carrington and Abram W. Wimbish who made Oath thereto according to law, and with John H Wimbish. James Adams. Thomas J Marshall. Richard Thornton. and Elisha Barksdale. their sureties entered into and acknowledged a bond in the penalty of $150,000 Conditioned as the Law directs. Certificate is granted them for obtaining letters of Administration of the Estate of said Nancy Wimbish decd. with the will annexed in due form. Test Wm Holt Clk.

Virginia Court, I Wm Holt. Clerk of the County Court for the County of Halifax. do hereby Certify that the foregoing Will of Nancy Wimbish decd. and the Certificate of probate are truly transcribed from the records of my Office. In testimony I hereunto subscribe my name and affix the seal of said (seal) County at my Office this 24th day of May 1836.

Wm Holt.

Virginia Halifax County Court. I, Henry E. Coleman

presiding Justice of the County Court for the said County do hereby Certify that William Holt whose name appears to the above certificate. is Clerk of the said Court & that the Attestation of the said Clerk is in form.

Given under my hand this 25th day of May 1836.

Henry E. Coleman

James H. Gill Clerk.

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 forgoing is Truly taken and Copied from the Record of Wills in this Office.

Witness my hand and Seal of Office at Marysville the 10th Day of July AD 1849

James Kinkade jr Clerk

Mentioned
by
Swasey

Filed Aug 18. 1849
Dan'l Cunningham Jr Clk

X:

NOTICE.—In pursuance of an order of the Court of Common Pleas made at their May Term, A. D., 1849, John Wimbish, Lewis W. Wimbish, James A. Wimbish, Sarah A. Leigh, Thomas Leigh, Malinda Wimbish, Rebecca F. Henderson, Pleasant Henderson, Mrs. Wimbish, Samuel Wimbish, James Abram Wimbish, Lillius Wimbish, Ellenor Wimbish, Florian Wimbish, Samuel Pannill, Trustee, John Pannill, Trustee, are hereby notified that on the twenty-ninth day of May, A. D., 1849, Lewis Lunsford of Ohio county, Virginia, filed in the Court of Common Pleas of Union county, Ohio, a Bill in Chancery against the said *John Wimbish, Lewis W. Wimbish, James A. Wimbish, Sarah A. Leigh, Thomas Leigh, Malinda Wimbish, Rebecca F. Henderson, Pleasant Henderson, Mrs. Wimbish, Samuel Wimbish, James Abram Wimbish, Lillius Wimbish, Ellenor Wimbish, Florian Wimbish, Samuel Pannill, Trustee, and John Pannill, Trustee*, the object and prayer of which Bill is that about the year A. D. 1836, one Nancy Wimbish died, leaving three daughters and two sons, John H. & Abram Wimbish, and siezed of a certain tract of land in said Union county, Ohio, being Survey in the Virginia Military District Number Three Thousand Six Hundred and Ninety One (3691): That by her will she directed said land to be sold and the proceeds thereof to be equally divided among her three daughters, Elizabeth Craddock, Judith A. Carrington, and Mary Wimbish: That in the year A. D., 1846, said Lunsford, purchased said tract of land Survey No. 3691, of the said three daughters aforesaid of said Nancy, and received a deed therefor, and he now prays that each and all of said Defendants, heirs at Law of the said Nancy, John H. & Abram Wimbish aforesaid, may be decreed to convey to him said Lunsford all their right, title, and interest in and to said premises Survey No. 3691, and be enjoined from ever hereafter setting up any claim thereto. And the said Defendants named above are hereby notified that unless they appear and plead, answer, or demur, to the said Bill within sixty days after the next Term of said Court, the said Lunsford will apply to said Court at the Term next after the expiration of the said sixty days to take the matters of the Bill as confessed, and to decree thereon accordingly.

J. W. BALDWIN,
Solicitor for Complainant.

Dated May 29th, 1849. n1w6

State of Ohio Union County SS

P. Bleale Editor of the Angus a weekly News paper published and in general Circulation in said County makes oath that the Notice hereto attached was published in said paper for six weeks consecutively immediately succeeding the 29 of May 1849

P. Bleale

Sworn & subscribed in open Court Aug. 18 1849

James Kirkham for NR

Pr. fee $8.00.

Union Com. Pleas

Lewis Leuenfeld

vs

John & Wimbish et al

Answer of infant Defendants

By

Guardian ad Litem

Filed Nov. 20. 1849

James Kirkpatrick clerk

The joint answer of Malinda Hinkish, Samuel Hinkish James Abram Hinkish, Lillius Hinkish, Ellenor Hinkish and Florain Hinkish infant defendants to the Bill of Complaint herein filed against them and others by Lewis Dunsford Complainant; by their Guardian ad Litem

And the said Malinda Hinkish Samuel Hinkish, James Abram Hinkish, Lillius Hinkish Ellenor Hinkish and Florain Hinkish by their Guardian ad Litem now come and for answer to the said Bill of the said Dunsford say, that they know nothing of the several matters and things in the said Bill set forth and the allegations therein made, but pray your Honorable Court to grand and protect their interests severally in said premises as may seem unto your Honors most just and equitable.

Malinda Hinkish
Samuel Hinkish
James A. Hinkish
Lillius Hinkish
Ellenor Hinkish
Florain Hinkish
By Lorenzo English
their Guardian ad Litem

Carrington & others
To & Copy
Lewis Lunsford

Filed Nov 20. 1849
James Kirkpatrick Clk

Recorded

fees pd 150

J Carrington &
others
To Deed
Lewis Lunsford

Know all men by these presents that we Abraham M Poindexter & Elizabeth I his wife formerly Elizabeth I Craddock John B Carrington & Judith A his wife of the County of Halifax State of Virginia John W Young and Mary A his wife formerly Mary A Nimbert of the County of Mecklenburg State of Virginia in Consideration of Twenty five hundred hundred dollars paid by Lewis Lunsford of Ohio County Virginia have & do hereby bargain sell and convey unto the said Lunsford & unto his heirs & assigns forever the following premises in Union County Ohio to wit Virginia Military Survey No three thousand six hundred & ninety one (3691) entered originally in the name of Talvy Frazier as one thousand acres but holding on resurvey twelve hundred and Twenty two patented to Robert Campbell by said Campbell conveyed to John Weinbark by said John devised to Nancy Winbark and by said Nancy under the residuary clause of her will devised to her three Daughters Elizabeth Judith and Mary all of whom with their heirs & Legal representatives are grantees to these presents. To have and to hold said premises with their appurtenances unto said Lunsford his heirs & assigns forever and the said parties of the first part for themselves their heirs &c do hereby covenant with said Lunsford his heirs & assigns that they will forever warrant and defend said premises with the appurtenances against the claim of themselves their heirs and assigns and all persons claiming by through or under them and no other.—
In Witness whereof the said parties of the first part have hereunto set their hands and seals this 5th day of May Anno Domini Eighteen hundred & forty six

Witness as to A M Poindexter & E I Poindexter by E I. Craddock	A M Poindexter	(Seal)
	Elias I Poindexter	(Seal)
	Jno B Carrington	(Seal)
Albert W Barkdall	Judith A Carrington	(Seal)
Howell Chas Faris as to J. B. C. &	John W Young	(Seal)
William I Carrington & A. C.	Mary A Young	(Seal)

State of Virginia Halifax County, ss
Personally came before me, Abraham M Poindexter & Elizabeth I his wife signers and sealers of the above instrument and acknowledged the same to be their voluntary act & deed for the purposes therein expressed and the said Elizabeth I being by me Examined apart from her husband & the contents thereof by me being made known to her declared that she voluntarily signed sealed & acknowledged the same & was then still satisfied therewith 5th May 1846

Elisha Barkdall Jr J.P.

State of Virginia Halifax County ss
Personally came before me John B Camington & Judith A Camington his wife signers & sealers of the above instrument & acknowledged the same to be their voluntary act & deed for the purposes therein expressed & the said Judith A being by me examined apart from her husband & the contents hereof by me being made known to her declared that she voluntarily signed & acknowledged the same & was then still satisfied therewith Witness my hand this 6th day of May 1846
Wm H Clark JP
Halifax C Va

State of Virginia. I William Bolt. Clerk of County court for the County of Halifax in the State of Virginia aforesaid do hereby certify that Elisha Bookdall esq and William H Clark whose names appear to the foregoing certificates are acting Justices of the peace for the said county duly commissioned & sworn and that they are duly authorized to take and certify the acknowledgement of Deeds & other matters. I further certify that the signatures of the said Justices are genuine
(seal) In Testimony whereof I have hereunto set my hand and affixed the seal of said Court this 6th day of May 1846
W Bolt Clk

State of Virginia Halifax county to wit
I John S Vaughan presiding Justice of the county court for the County of Halifax in the state of Virginia do hereby certify that William Bolt who hath signed the preceding certificate is clerk of the said court and that his attestation is in due and usual form - Given under my hand this 8th day of May 1846
John S Vaughan

State of Virginia Mecklenburg County to wit
Personally appeared before me a Notary Public for the said County duly commissioned and qualified. John W Young and Mary A Young his wife signers & sealers of the foregoing instrument & acknowledged the same to be their act and deed for the purposes therein expressed and the said Mary A being by me examined apart from her husband and the contents by me made known to her declared that she voluntarily signed sealed & acknowledged the same and was still satisfied therewith
In Testimony whereof I have hereunto set my hand & affixed my Notarial seal of office this 11th day of May 1846
Nathaniel Talley
Notary Public

Filed and Recorded June 27th 1848.)
James Turner Recorder)

The State of Ohio Union County
I James Lomer Recorder in and for said Union County do hereby certify the within to be a correct copy of a deed on Record in said County in Book No 11. Pages 460-461 &c

Given under my hand and official seal this 6th day of August AD 1849

James Lomer Recorder

No. 49-CH-13

Union Common Pleas Court.

Henry Fox
Plaintiff,

AGAINST

Jonathan Stone et al
Defendant.

AUG TERM. 1850

DECREE FOR PLAINTF

Journal 4 Page 340

Record No. 5 Page 623

Ex. Doc. Page

Chy No 25 ~~35.29~~

Henry Fox
vs
Jonathan Stone et al

Report of Com[illegible]
[illegible] ~~[illegible]~~
~~[illegible] for Sale~~
[illegible] aside [illegible]
[illegible] to [illegible]

Confirmation of Report
of Com. & Cond for
Sale

Cost Bill made Record

Recorded

Mrs. [illegible]
[illegible] Mrs.
& [illegible]

per [illegible]

49.

In Union Com Pleas

Henry Fox

vs

Jonathan Stone et als

Petition for Partition

Filed May 29. 1849
James Kirkpatrick for Clerk

Recorded

Allison & Curry

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

Your Petitioner Henry Fox of the County of Union and State of Ohio, respectfully represents that your Petitioner has a legal right to, and is seized in fee simple of one undivided six eighths part of a certain tract or parcel of Land, with the appurtenances, lying and being in the said County of Union, being part of Survey No. 2991. and bounded and described as follows to wit. Beginning at a Walnut, ash & Elm S. W. corner to Jacob Frederick, thence N. 80°. E. 176 poles to a Sugar, Beach & ash; thence S. 10°. E. 164 poles & 6. to two beeches & a Sugar, thence S. 80°. W. 177 poles to three Beaches in the west line of the original Survey, thence N. 10°. W. 164. 6 poles to the beginning containing one hundred and eighty one acres of land more or less, being the same land conveyed by Lyne Starling to James Stone who has since died leaving the following persons his children and heirs, to wit. Milly Stone, Levi Stone, Isaac Murphy and Rhoda Murphy his wife, Jonathan Stone, John W Hallock and Mary Hallock his wife, Caleb M Wheeler, and Elmira Wheeler his wife, John W Kile and Barbara Kile his wife, and John H Stone and James Y Stone children and Heirs of James Stone Sr. and both of whom are minors. James H Lost is their Guardian. There is no widow. Your Petitioner has since purchased in fee and is now the owner of the interests of Milly Stone, Levi Stone, Isaac Murphy & wife, John W. Hallock & wife, Caleb M Wheeler & wife & John W Kile & wife. Jonathan Stone resides in the State of Missouri, and John H Stone and James Y Stone minors aforesaid reside in the State of Iowa. Your Petitioner represents that the said Jonathan Stone owning one ~~twelfth~~ eighth, John H Stone owning one ~~twelfth~~ sixteenth, and James Y Stone owning one ~~twelfth~~ sixteenth are tenants in common with your Petitioner in the said premises, and all of whom your Petitioner prays may be made defendants to this Petition, Your Petitioner therefore desiring to hold his said interest in severalty, prays that partition of said Lands and tenements may be made, or if it shall appear that partition of said Lands and tenements cannot without manifest injury be made; then that the same may be sold, or other proper order taken in that behalf, pursuant to the statute in such case made and provided

Allison & Curry Attys for Petitioner

In Union Com Pleas

Henry Fox
vs
Jonathan Stone et als

Amended Petition

Filed Nov. 23. 1849
James Kirkpatrick Jr Clk

Allison & Conroy

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

Your Petitioner Henry Fox of the County of Union and State of Ohio, now comes and files this his amended petition by leave of the Court first obtained, and respectfully represents that your Petitioner has a legal right to and is seized in fee simple of the undivided six eighths part of a certain tract or parcel of land, with the appurtenances lying and being in the said County of Union, being part of Survey No. 2991 and bounded and described as follows, to wit, Beginning at a walnut ash and elm S. W. corner to Jacob Frederick, thence N. 80° E. 176 poles to a sugar beach and ash - thence S. 10° E. 164 poles & 6 to two beaches & a sugar - thence S. 80° W. 177 poles to three beaches in the west line of the original Survey, thence N. 10° W. 164. 6 poles to the beginning containing one hundred and eight one acres more or less, being the same land conveyed to James Stone who has since died - ~~willing~~ devising to one Milly Stone a life support from the rents of said farm which is still an incumbrance thereon, and which is now owned by your petitioner by purchase from said Milly. The following persons were the devisees and heirs of said James Stone deceased, to said land subject to said life incumbrance - to wit, Levi Stone, Noah Stone, Rhoda Murphy who is intermarried with Isaac Murphy, Jonathan Stone, - Mary Hallock who is intermarried with John W Hallock - Almira Wheeler who is intermarried with Caleb M Wheeler, Barbara Kile who is intermarried with John W Kile each owning one eighth thereof, and John H Stone and James Y Stone children and heirs of James Stone Jr. both of whom are minors and each owning one sixteenth thereof. There is no widow.

Your petitioner has since purchased in fee and is now the owner thereof of the interests of Levi Stone, Noah Stone, Rhoda Murphy and Isaac her husband — Mary Hallock and John W Hallock her husband — Almira Wheeler and Caleb M Wheeler her husband, Barbara Kile and John W Kile her husband — in the whole thereof. and the life interest of Milly Stone as aforesaid, — Jonathan Stone who resides in the State of Missouri — and John H Stone and James Y Stone who reside in the State of Iowa are tenants in common with your petitioner in the said premises. and all of whom your petitioner prays may be made defendants to this petition. Your petitioner therefore desiring to hold his said interests in severalty, prays that partition of said lands and tenements subject to said life interest may be made, or if it shall appear that partition of said lands and tenements cannot without manifest injury be made then that the same may be sold, or other proper order taken in that behalf, pursuant to the statute in such case made and provided.

Allison & Curry Attys for Petr.

Henry Foy
vs
Johnathan Stone et als
Report of Commissioners

Filed November 15, 1849
James Kirkada for clerk

In obedience to the command of a writ of partition from the Court of Common pleas for the County of Union state of ohio at the August term in which we the under signed were appointed to make partition of one hundred and Eighty one acres of land in Survey No 2991 amongst Hot Stone &c. we would report that after being sworn by the sheriff of s County on the 18th day of october 1849 and after a carefull examination of the land discribed in s writ. are of unanimous opinion that the s land is not s.ceptable of partition and we appraise s land to be worth Eight dollars per acre amounting to $1448. dollars Given under our hands this 18th day of october 1849

William B. Irwin
James B Dort } commissioners
Calvin Dort

Fees in the above case

William B. Irwin	one day one dollar	$1.00
James B. Dort	" " " "	1.00
Calvin Dort	" " " "	1.00
		$3.00

24

Union Com. Pleas

Henry Fox
vs
Jonathan Stone & Wife

Writ of Partition

Filed May 7. 1850
James Kirkpatrick clerk

Entered May 8. 1850

Allison Henry
Pltf's attys

State of Ohio. Union County, SS;
I do hereby certify that Wm. B. Irwin, James Dort, and Calvin Dort the within named Commissioners were duly sworn to make partition of the lands within named, and to assign dower in the same, on this the 8th day of May A.D. 1850

Philip Snider Sheriff of Union Co.

I have executed the within writ, by the oaths of the Commissioners named in the within order, whose report is herewith returned.
May 8th 1850

Philip Snider Sheriff Union Co

Fees — mileage .50
Service 1.00

Philip Snider sheriff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting;

We command you as we have heretofore commanded you that without delay by the Oaths of William B Irwin, James Dort and Calvin Dort, you cause Partition to be made of the following real estate to wit, a certain tract or parcel of land with the appurtenances lying and being in the said County of Union being part of Survey No 2991. and bounded and described as follows to wit, begining at a Walnut ash & Elm S. W. corner to Jacob Frederick; thence N. 80° E 176 poles to a sugar, beech & ash; thence S 10° E 164 poles & 6 to two beeches & a sugar; thence S. 80° W. 177 poles to three beeches in the west line of the Original Survey; thence N. 10° W. 164. 6 poles to the begining containing One hundred and eighty one acres of land more or less, being the same land conveyed by Lyne Starling to James Stone who has since died, among the following persons and in the following proportions to wit, To Henry Fox, Six eighths thereof, To Jonathan Stone One equal eighth part, To John H Stone One equal Sixteenth, and to James G Stone one equal Sixteenth part, the whole subject to the life interest of Milly Stone, in pursuance of an order lately made in our said Court of Common Pleas, within and for the said County of Union in a certain petition for Partition wherein Henry Fox is petitioner and Jonathan Stone et als are defendants and that your proceedings in the premises you distinctly certify under your hand to our said Court of Common Pleas within and for the said County of Union, on the first day of their next term, together with this writ,

Witness James Kinkade Jr Clerk of said Court of Common Pleas at Marysville this 15th day of April A.D. 1850

James Kinkade Jr Clerk.

Union com Pleas

Henry Foot
vs
Johnathan Stone et als

Commissioners Report

Filed May 9. 1850
James Kinkade jr clerk

Recorded

Henry Fox
vs
Johnathan Stone et als

In Union com Pleas

We the undersigned commissioners appointed by the Court of Common Pleas of Union County, to make partition of the following described real estate, to wit; a certain tract or parcel of land with the appurtenances lying and being in the said County of Union, being part of Survey No 2991, and bounded and described as follows, to wit: beginning at a Warnut Ash & Elm S. W. corner to Jacob Frederick; thence N. 80° E 176 poles to a sugar beech & Ash; thence S. 10° E. 164 poles & 6 to two beeches & a sugar; thence S 80° W. 177 poles to three beeches in the west line of the original survey, thence N 10° W 164.86 poles to the beginning, containing one hundred and eighty one acres more or less. After having been duly sworn by Philip Snider Sheriff and upon actual view of said premises, we do find the same not susceptable of Partition, We therefore appraise said real estate at Nine hundred and fifty dollars, after deducting the life interest of Milly Stone, given under our hands and seals this 8th day of May A.D. 1850

Wm B Irwin (seal)
Calvin Dort (seal)
James B Dort (seal)

Fees = James Dort $1.00
Wm B. Irwin 1.00
Calvin Dort 1.00

In Union Com Pleas

John H Stone et al

ads

Henry Fox

Answer of Guardian
ad Litem

Filed Aug 14th 1849
I Kunkade Jr Clerk

The answer of John H Stone and James J Stone who are infants By R Clark Jr their Guardian ad Litem to the Petition of Henry Fox, for Partition, in Union County, Common Pleas, against them et al.

The said defendants by R Clark Jr their Guardian ad Litem answering say that they are ignorant of the matters and things alleged in the Petition of the said Henry Fox and know of no reason why partition should not be made as prayed for. But rely upon the protection of the Court, and having thus answered they pray to be dismissed.

John H Stone
James J Stone
By R Clark Jr
their Guardian ad Litem

In Union Com Pleas

Henry Fox

vs

Jonathan Stone et al

Proof of Publication

Filed August 14. 1849

James Kirkpatrick clerk

In Union County Common Pleas.

Henry Fox vs. Jonathan Stone, et als. } *PETITION for PARTITION.*

JONATHAN STONE, John H. Stone, and James Y. Stone, will take notice that a petition was filed against them on the 29th day of May, 1849, in the Court of Common Pleas in and for the county of Union in the State of Ohio, by Henry Fox, and is now pending, wherein the said Henry Fox demands partition of the following real estate, lying and being in the said county of Union, and bounded and described as follows: Part of Survey No. 2991, beginning at a walnut, ash, and elm, s. west corner to Jacob Frederick; thence N 80 E 176 poles to a sugar, beech, and ash; thence S 10 degrees E 164 poles and one 6th to two beeches and a sugar; thence S 80 degrees w 177 poles to three beeches in the west line of the original survey; thence N 10 degrees west 164.6 poles to the beginning; containing one hundred and eighty one acres of land more or less, ——— and that at the next Term of said Court application will be made by the said Henry Fox for an order that partition may be made of said premises. ALLISON & CURRY,

Solicitors for Petitioner.

Attest JAMES KINKADE, Jr., Clerk.

June 13, 1849. n2w6

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 13th day of June A.D. 1849 and for six consecutive weeks thereafter, in a newspaper called the Argus and Union County Advertiser (of which he is the Editor) and that the said Newspaper was then in general circulation in said County of Union.

P B Cole

Sworn to and subscribed in open Court this 14th day of August 1849

James Kinkade Jr. clerk

$4.62 pr fee

Union Common Pleas

Henry Hoy
vs
Jonathan Stone et al

Writ of Partition

Filed November 15, 1849
James Kirkpatrick Clk

Allen & Curry

I have executed this writ by the oaths of the within named William B. Irwin James Dort and Calvin Dort. whose report is herewith filed. October 18th 1849

Fees = mileage 60
Service 1.00 total $1.60

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting;

We command you that without delay, by the Oaths of William B Irwin, James Dort and Calvin Dort, you cause partition to be made of the following real estate, to wit. a certain tract or parcel of Land with the appurtenances lying and being in the said County of Union being part of Survey No. 2991, and bounded and described as follows to wit, begining at a walnut ash & Elm S.W. Corner to Jacob Fredericks thence N 80° E. 176 poles to a sugar beech & ash thence S 10° E 164 poles & 6 to two beeches & a sugar thence S. 80° W 177 poles to three beeches, in the west line of the Original Survey thence N. 10° W 164. 6 poles to the begining Containing One hundred and Eighty One acres of Land more or less, being the same Land conveyed by Lyne Sterling to James Stone who has since died, Among the following persons and in the following proportions to wit, to Henry Fox, One Equal three fourths part, to Jonathan Stone One equal Eighth part, to John H Stone, the One equal Sixteenth part and to James G Stone the One equal Sixteenth part, in pursuance of an Order Lately made in our said Court of Common Pleas, within and for the said County of Union, in a certain Petition for Partition wherein Henry Fox is petitioner and Jonathan Stone et al are defendants; and that your proceedings in the premises you distinctly certify under your hand, to our said Court of Common Pleas, within and for the said County of Union, on the first day of their next Term, together with this writ.

Witness James Kirkade Jr Clerk of said Court of Common Pleas, the 6th Day of September A.D. 1849

James Kirkade Jr Clerk

No. 49-CH-14

Union Common Pleas Court.

James Seaman et al
Plaintiff,

AGAINST

Lester Ware et al
Defendant.

MAY TERM, 1850

Settled

Journal 4 Page 293

Record No. 3 Page 542

Ex. Doc. Page

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

Chy No 30

James Seaman &
Sarah his wife
vs
Lester Ware et al

Recorded

relief in the premises as equity and good conscience may require, and to your honor shall seem meet. And may it please your honor to grant the writ of subpoena

Rogers & Stanton
Solts for Compltd.

Issue subpoena to Shff of Champaign Co, for Lettie Wam, William B Sims and Chester Shattuck returnable forthwith.
Calh U. C. P.
May 29. 1849.

Stanton & Rogers

Lettie Wam Pltff

vs

James Sherman
& Barach C. Hinsdale

Bill in Chancery

Filed May 29. 1849
Ja Pritchard Clerk

Received

Copied

Rogers & Stanton Solr

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

James S Sherman and Sarah his wife of the County of Logan and State of Ohio represent to your honors that the said Sarah is the owner by by inheritance from her father Elisha White late of the County of Union and State of Ohio of an undivided third part of the following described premises to wit part of Virginia Military Survey No 6563 and No 5776 in Union County Ohio, on the waters of Mill creek, beginning at a small sugar tree and hickory South West corner to a tract of land sold by Duncan McArthur to Elisha White thence with the line thereof N 8° E. 117 poles crossing Mill creek to a red oak on the north East bank of the creek, thence South 29° West 125 ~~poles~~ poles to two dead hickory saplings, thence S. 82° E. 45 poles to the beginning containing sixteen acres, and also of the following premises part of the same surveys, Beginning at two sugar trees and hickory South East corner to Jacob Woolstone Survey No 3589, thence with the line thereof N. 83° West two hundred and sixty poles crossing Mill creek then turns to a small hickory and sugar tree to the North line of Robert Moore Survey No 5777, thence with said line S. 83° E. 105 poles to two small sugar trees, thence N. 7° East 260 poles crossing

Mill creek to two Lynns on elm and hickory, thence N 83° West 73 poles to the beginning, containing one hundred and twenty acres also situated in said County of Union, all of which was patented to Duncan McArthur by patent bearing date the 9th day of January A.D. 1818. Your petitioners further represent that being desirous of selling said premises, your petitioner James Shannon applied to one Lucius Nelson of Champaign County who is a man of considerable business qualifications, and who has been in the habit of acting as agent for other persons in the sale and purchase of lands and other business transactions and requested him to procure a purchaser for the above described premises, and promised to give him two dollars for his services when a sale should be effected through his agency or instrumentality. This application was made to said Nelson, sometime in the month of March 1849. A short time afterwards said Nelson called on your petitioner James Shannon and told him he thought he had found a purchaser who would give petitioner one thousand dollars for their land, which was the price for which they had been offering to sell it, and requested petitioner to meet him in Louisburgh Champaign County when the proposed purchaser would

met them for the purpose of negotiating the terms of a sale. Petitioner having the most implicit confidence in the said Dean, and supposing him to be acting as his friend and agent, agreed to and did meet him at Louisburgh at the time appointed, when petitioner was introduced for the first time to one ~~John~~ William B. Elpus of Champaign County. They then had a conversation about the land in which Elpus ~~seemed~~ seemed to be anxious to get the land and informed petitioner that he owned eighty acres of land on the Englaise River ~~near~~ within half a mile of Wapaunkonetta the County seat of the new County of Englaise, which was worth from $1000. to $1200.
Petitioner informed him that his object in selling the land was to raise money, and that he did not wish to exchange it for other land. Elpus then informed petitioner that there was a Mr Chester Shattuck in or near Mechanicsburgh, who was very anxious to get the land owned by said Elpus, and that they were on bad terms with each other, and that Shattuck would not give him (Elpus) as much for it by $200. as he would give any other person, and that Shattuck would give petitioner at least $1000. or $1200. for it, and advised petitioner to go and see Shattuck on the subject.

Petitioner accordingly went to see Shattuck in a day or two, when he informed him that he was anxious to buy Spears land in Auglaize and would pay $1000 for it, $400, in hand, and $600. in one year, which pay ment he would secure by mortgage on the premises. It was thereupon agreed that the parties would meet and close the transaction in a few days on these terms; Petitioner to convey the above described premises to Spears, Spears to convey the land in Auglaize County to Petitioner who immediately to convey the Auglaize County land to Shattuck, who was to pay $400. in hand and give his mortgage on the premises to secure the $600. The parties met in pursuance of the arrangement, but Shattuck said his wife was not present and could not execute the mortgage, and Adam who professed to be acting as the agent for Petitioner said the mortgage would not be good without it was executed by Shattucks wife. It was thereupon agreed that the deeds should be passed between Petitioner and Spears, and that for the present Petitioner should hold the title to the Auglaize County land and that Petitioner should go to Mechanicksburgh in a day or two and Shattuck would pay the $400. and execute a mortgage in which his

wife would join to secure the payment of the $500. Petitioner accordingly went to Mechanicshburgh in a day or two afterwards for the purpose of securing the money, and called on Shattuck who very coolly told him he had changed his mind, and had concluded not to buy the Auglaize County land. At the time of the Execution of the deeds between Petitioner and Spears, Adair and Spears both assured petitioner that Shattuck was a man of unblemished unquestioned responsibility and honesty and that whatever he said might be implicitly relied on. At the same time when petitioner Sarah Spencer was going into the room to execute the deed Adair met her at the door, and protested that she should not execute the deed until Spears gave her the best deed that could be found in the town.

Spears said he was not acquainted in town, was willing to do what was customary and liberal, and gave her ten dollars and asked her if she would be satisfied with that, to which she answered that she would. Petitioner immediately gave this $10. to Adair in pursuance of their promise to pay him that amount for procuring him a purchase for the land. Petitioner further represents that in all these transactions he was governed entirely by the advice and direction of Adair, who he supposed was

acting as his agent and Attorney guarding and protecting his rights and interest, and who was abundantly competent to manage such transactions

The deeds between Spears and petitioner were executed on the 3rd day of April A.D. 1849, and on the refusal of Shattuck to purchase the Auglaize County land, petitioner was convinced that he had been deceived and defrauded by a base and fraudulent conspiracy between Dean, Spears, & Shattuck. But to satisfy himself more fully as to the value of the land in Auglaize County, petitioner went to Wapakoneta a few days after wards to ascertain its precise situation and probable value. What he found when he got there that instead of the land being half a mile from Wapakonetta on the Auglaize river, it was 13 miles from Wapakonetta, some 8 or 10 miles from the river, in a swamp remote from any settlement, and probably not worth 50 cents per acre. The land is described as follows, the East half of the South West quarter of Section 13. Town 6. South of Range 7 East of lands subject to sale at Lima, Ohio containing 80 acres, and the deed from Spears to Petitioner is herewith filed marked "A" and made part hereof. The land conveyed by petitioner to Spears is one third part of an old and highly improved

farm of 186 acres on Mill creek in the immediate neighborhood of Canton worth from $18 to 20 $ per acre.
Your petitioners therefore charge that the said Lucretia Dean, William B Ilgenfritz and Chester Shattuck have fraudulently conspirated and combined together to defraud and cheat your petitioners and of this farm by false and fraudulent representations and pretenses, and have succeeded in doing so, unless your petitioners can be relieved in this court where matters of fraud are cognizable, as they are without all manner of remedy at the common law.
Your petitioners therefore pray that the said Lucretia Dean, William B Ilgenfritz and Chester Shattuck may be made defendants to this petition and that they may answer the same. That the deed from petitioners to said William B Ilgenfritz may be decreed to be fraudulent and void and of no effect and that said Ilgenfritz may convey and release all his interest in said premises to your petitioners; and your petitioners are ready and anxious upon such decree to reconvey to said Ilgenfritz the land conveyed to them in bargain & sale. And they pray that said contract may be rescinded, cancelled and held as and to, and that each of said parties may be restored to all that they have lost thereby; and for such other and further

Union Com Pleas

James Seamen & Sarah his wife
vs
Lester Ware et al
Petition &c

June 1/49 Served Personally on Spears by reading to him a copy of this writ and Stoddard and Ware by leaving a copy of this writ at their place of residence

West Sheriff
by W. H. Ward

Fees Service	75
3 Copys	45
Mileage	130
	$2,50

Filed June 2. 1849
James Knikade Jr clerk

THE STATE OF OHIO, UNION COUNTY, SS.

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

We command you to summon Leicester Ware, William B Spears and Chester Shattuck

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 James Seaman & Sarah his wife

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 29 day of May A.D., 1849

James Kirkade Jr Clerk of Common Pleas.

Union Com - Pleas

James Lamancraft

vs

Sebastian et al

Proof of Notice

Filed May 28th 1850
James Kinkade for NR

Recorded

Plaintiff's Papers

NOTICE is hereby given, that on the 29th day of May, A. D., 1849. James Seaman and Sarah his wife of the County of Logan and State of Ohio, filed their Bill in Chancery, in the office of the Clerk of the Court of Common Pleas of Union county, against William B. Speers, Chester Shattuck and Lester Ware of the County of Champaign and State of Ohio, stating that the complainant, Sarah Seaman, was the devisee of one undivided third part of a certain farm, situated in the County of Union and State of Ohio, more particularly discribed in said petition, and stating that by fraudulent representations, respondents fraudulently procured from complainants a deed in feesimple for one undivided third of said farm; and praying that said conveyance may be rescinded, and put an end to, and that the title to may be restored to complainants. That process of subpoenea has been served upon said defendants and that they have filed their answer to said petition. That on the 15th day of October, 1849, complainants filed their amended petition in said cause, setting forth, that after the filing of said original petition, the said William B. Speers fraudulently conveyed said premises to his brother James Speers, for the purpose of preventing the same from being decreed to Complainants. That subpoena was issued to the Sheriff of Champain County, which was returned, not found. That the said James Speers had removed to the State of Illinois, where he now resides. The said James Speers will, therefore, take notice that unless he appear and plead, answer, or demur to said original and amended petition within sixty days after the next Term of said Court, that complainants, at the next Term of the expiration of said sixty days, will apply to the Court, to take said pitition as confessed and to decree thereon accordingly.

JAMES KINKADE Jr.,
Clerk.

March 27, 1850. n28w6.

Court of Common Pleas
Union County Court of
Common Pleas May Term
AD 1850 -

Personally appeared in open Court David M. English of lawful age who being duly sworn makes oath & says that the notice in the Cause of James Seaman & wife vs Lester Ware et al a true Copy whereof is here to attached was published for six consecutive weeks in the Marysville Tribune a newspaper printed in the County of Union & State of Ohio & of general circulation therein

David M. English

Sworn to & subscribed before the undersigned in open Court this 28th day of May AD 1850

James Kinkade jr clerk

Printers Bill $6.12½

Filed May 28th 1850
James Kirkpatrick p CR

The State of Ohio Union County ss

Personally appeared in open Court B. Stanton of Logan County of lawful age who being first duly sworn according to law says that as Counsel for Complts in the case of James Heaman Adm. vs Lucretia Adams, Chester Whattock, John B Spears and James Spears, now pending in this Court he caused a subpoena to issue to the Sheriff of Champaign County about the month of October last for James Spears. That sometime in the winter of 1849-50, affiant received a letter through the Post Office purporting to be written by said James Spears in the State of Indiana or Illinois (affiant cannot now remember which) saying that he had heard of the filing of the amended bill against him, that process had not been served upon him, and could not be as he had removed from the County of Champaign and the State of Ohio, that he would not enter his appearance or make any defence until he was properly brought into Court, and that he would then show that he had a good defence.

B. Stanton

Sworn to and subscribed in open Court this 28th day of May A D 1850

James Kirkpatrick p clk

Hamilton Co. Ohio, ss. This day came the plaintiff by his attorney and the defendants by their attorney, and the defendants plead to the plaintiff's declaration as follows, to wit:

Lucretia Ward

Hamilton County
Ohio ss. This 20th day of July 1849.
William Pickett J.P.

Lucretia Ward

Hamilton Com Pleas

Lucretia Ward et al

ads

James Seaman & Wife

Ans of Lucretia Ward

Filed August 20th 1849
James Kirkpatrick Clerk

Recorded

Comm & Burnett Pltfs

The separate Answer of Lucesler Ware to the Bill of Complaint of James Seaman & Wife exhibited against him & others in Union Common Pleas in Chancery

And the said Lucesler Ware for Answer to so much of said Bill as he is advised it is material that he should answer says. That he believes it to be true that the said Sarah was the owner of one third of the premises described in the bill situate in Union County, which at the time mentioned in the Bill were conveyed by Complainants to said William R Speers. Defendant denies that he has been in the habit of acting as agent for other persons in the sale and purchase of lands, or that he has ever in any instance acted for any body in the purchase of lands, and Defendant denies positively that said James Seaman applied to him or employed him to procure a purchaser for said land. Said Seaman never made such a proposition to this Defendant, But on the contrary Defendant states that Seaman came to him at the time referred to, and inquired where he could contract a loan of $300, in money, - to which Defendant replied that he might get the money of Wm R Speers, who had money, if said Seaman could give good security. Said Seaman then said he would give 12 per centum interest for the money and procure Jos Garwood & Dr Hamilton as sureties and would give this Defendant Ten Dollars to assist him in effecting the loan. Defendant then named a day for said Seaman to return, and in the meantime Defendant had seen said Speers and informed him of the proposition of said Seaman, and of the sureties proposed, and on the day named said Seaman returned to this Defendants house, and having met said Speers in town, who had then consented to make said loan on such terms and with such security, then informed said Speers that he could not obtain the proposed security, and offered to secure the amount by mortgage upon said land in Union County. Said Speers refused real security on a loan of money. And in the course of a conversation about the land said Speers proposed to trade said Seaman a tract of 80 acres in Auglaize County for the said 56 acres in Union County. This Defendant was not present and heard no part of the contract for the exchange of lands between said Seaman and Speers further than the mere proposition as above stated, and denies positively that he acted or pretended to act or have any

any participation in said contract as the agent of said Seaman or otherwise, but states that after the proposition for an exchange had been made as above stated the parties left the house of this Defendant, and he heard nothing and knew nothing of said contract until he was informed of by the parties after the same had made, and Complainant Seaman requested this Defendant to go to her house upon a subsequent day and draft the Deeds to be interchanged between them. In pursuance of which request Defendant did go at the time appointed, and assisted by one Spencer Lyon did draft the deeds as he believes correctly and faithfully.

Defendant admits that at the time of executing said Deeds he did suggest in good faith and in accordance with custom that said Speer should make a present to Complainant Sarah upon her signing the Deed, and that said Speer did hand her $10 - as stated in the Bill, but defendant denies that he received said $10. or any cent of it, or of any other funds from the Complainants or either of them at that or any other time, for his services in the premises.

Defendant here positively denies any further or other participation in said contract between Complainants and said Speer than as above stated, and also denies any other knowledge of said contract except as the same has been subsequently stated to him by the parties. Defendant also denies that he has ever at any time had any property or interest in the subject matter of said contract.

In further answering said Bill Defendant here positively states that he had no agency or participation whatever in said alleged contract between Complainants and said Charles Chattuck, except that when said Chattuck tendered said Seaman the sum of $400 in money which ~~was stolen produced and~~ he offered to said Seaman in presence of this Defendant, this Defendant, honestly believing that said money and that given him ~~tendered~~ offered by said Chattuck in good faith, advised and urged said Seaman to take said money

and mortgage, stating to him that the land would or ought to be good for the defered payment if Chattuck was willing to pay $100. in cash down on the land - that Chattuck's wife would never be able to disturb him unless she should survive her husband, and that he ought not to give up the trade on that account. But against the advice of this Defendant and also of one Levi Gunn of Lewis bug who ~~was present and~~ participated in the conversation said Leaman refused to close said contract with said Chattuck unless the signature of his wife was procured to said mortgage. And Defendant here positively denies all and singular the allegations of said Bill inconsistent with this statement.

In further answering Defendant positively states that he had no manner of interest in said contract of Complainant & Chattuck or that he had any agency or gave any opinion or advice about the same, except as below stated.

Defendant positively denies, the charge of fraud confederation and combination with which he is most unjustly charged in said Bill, and here states that during the making and completion of each of said contracts he had no agreement, or arrangement with either the said Spenz or Chattuck to cheat or defraud the Complainants or either of them.

And having answered said Bill so far as the same relates to this Defendant and as fully as he is advised it is material that he should answer, and as fully as he can answer asks to be hence dismissed with his costs.

Comm. of Burnett Co.

Leicester Ware

State of Ohio Champaign County } Personally came before me a Justice of the peace of said County Leicester Ware who being first duly sworn says that the several matters and things in the foregoing Answer in Chancery contained

Union Com Pleas

William B Speers et al

vs

James Seaman et al

Ans of Wm B Speers

Filed August 2d 1849
James Kinkade Jr clerk

Recorded

Comm & Burnett for Pltf

The separate Answer of William B. Speers to the Bill of Complaint of James Seaman and Wife exhibited against him to this in Union Common Pleas in Chancery.

And the said William B. Speers for answer to so much of said Bill as he is advised it is material that he should answer says. That it is true that Complainant Sarah was the owner in fee of the premises situate in Union County Ohio described in the Bill, which was conveyed by Complainants to Defendant in fee simple at the time mentioned in the Bill, and which this defendant for a valuable consideration to him in hand paid by James Speers of Champaign County on or about the 20th day of May 1849 and before the commencement of this suit conveyed in fee by bona fide deed of conveyance to said James Speers who is now and since the date of said conveyance has been the owner of the legal and equitable title thereto, and since which this Defendant has had no kind of right title or interest therein whatever.

This Defendant knows nothing of any employment by Complainants of the said Lucretia Ware to act as their agent in the sale of said premises or of any conversation, agreement or understanding between them, and therefore can neither admit or deny the allegations of the bill in that behalf, but this Defendant alledges that the exchange of lands with Complainants was contracted for by the said James Seaman with this Defendant without the intervention or agency of any body, and if said Ware was acting as agent of Complainants in said exchange it was carefully concealed from this Defendant both by said Ware and Complainants and this Defendant did not at the time suspect any such secret agency against him, and is informed by said Ware that the charges of the Bill in that behalf are wholly untrue.

Defendant admits that at the time referred to said Ware did apply to him on behalf of said James Seaman for a loan of some $300. or $400. which was finally refused by Defendant because the security offered for the repayment of the money was not satisfactory, but this Defendant denies that said Ware applied to him on behalf of Complainants to purchase said Union County land. And on the contrary states that the proposition for exchange of the lands discribed in the bill was originally made by Defendant to said James Seaman, and the exchange was finally concluded by them alone, without the agency of the said Ware, except in drafting the Deeds —

Defendant admits that he proposed to Complainant to trade him the 80 acres of land in Auglaize County for the 56 acres in Union County but he here positively denies that at that time or any other time he represented to Complainant directly or indirectly that said 80 acres was "on the Auglaize River", or that the same was "within half a mile of Wapaughonetta, and states that he made no misrepresentation to Complainant as to the location or quality of said land - at the time informing Complainant that Defendant had not seen the land, but was informed and believes that it was a fair average quality of wild land, and Defendant still believes that all the representation and upon reliable information denies that said land is in a swamp, or wet land and asserts that the same is a fair quality of land, well timbered, dry, and susceptible of improvement and cultivation, as readily as the average quality of lands in North Western Ohio.

Defendant admits that when Complainant inquired of him where he could sell the Auglaize County land he told Complainant that said Charles Chattuck had offered him $800. in Patent rights for the land, but that he and Chattuck could not trade, but Defendant positively denies that he represented to Complainant that Defendant, and Chattuck were on bad terms and that on that account they could not trade. Defendant positively denies the allegations of the bill in that behalf, and asserts it to be true that said Chattuck had before that time made to Defendant the offer for said land also stated, and that he made no representation to Complainant in that behalf inconsistent with strict truth.

Defendant here absolutely denies all that part of the Bill charging him with any participation in the Contract between Complainant and said Chattuck or in arranging the terms or time or manner of performing or completing said Contract. Defendant also denies that there was any community of interest between him and said Chattuck in the subject matter of said Contract, or that there was any Confederation or agreement between Defendant, and said Chattuck or said Were to cheat defraud or injure the Complainant, or that he assisted to procure said

Chattuck to make any offer or contract with Complainant, for or about said land in Auglaize County, and asserts that the conversations and agreements of said Chattuck and Complainants in regard thereto were without the solicitation, procurement or agency of this Defendant but solely at their own instance and on their own account and responsibility —

In further answering Defendant says as to the said several alleged agreements appointments and conversations mentioned in the bill between said James Seaman and said Chattuck this Defendant knows nothing, and therefore can neither admit or deny them.

Defendant denies that said land conveyed to him by Complainants is worth $18 or $20 per acre but on the contrary asserts that he sold and conveyed the same in fee for $600, which he then regarded and now believes to be a good price for the same.

Defendant denies the charges of fraud misrepresentation combination and confederation in the bill contained so far as they relate to this Defendant, and also denies all and singular the allegations of said Bill not herein before denied or admitted so far as they relate to this Defendant, and so far as they come within the knowledge of this Defendant.

And having answered said Bill as fully as he can, and as fully as he is advised it is material that he should answer asks to be hence dismissed with his costs &c.

Corwin & Brown Sol.

William B. Speers

The State of Ohio
Champaign County } ss

Personally came before me a justice of the Peace of said County William B. Speers who being first duly sworn says that the several matters in the foregoing answer in Chancery contained, so far as they purport to be of his own knowledge are true, and so far as they purport to be derived from information he believes them to be true. Aug 28 1849.

William B. Speers

Sworn to & subscribed before me
Aug 28 1849 A. F. Vance J.P.

Minor Court Pleas

Wm B Spears et al

vs

James Seaman & Wife

Ans of Christw Chatterton

Filed August 2d 1849
James Kirkham Jr Clerk

Recorded

Comm & Brome Atty

The separate Answer of Chester Chattock to the Bill of Complaint of James Seaman & Wife exhibited against him & others in Union County Common Pleas in Chancery

And the said Chester Chattock for answer to so much of said Bill as he is advised it is material that he should answer say. That he knows nothing of the title to the lands in Union County described in the Bill, or of any of the alleged contracts in relation thereto or conveyances of the same, and knows nothing of the several charges in said Bill in relation to said Ware or said Speer, or of the participation of said Ware in said contract of Complainant & Speer, and Defendant knows nothing of any representations made to Complainant at the time of said transaction in regard to the location, quality or value of said Sangamon County land. Defendant was not present at the time of said alleged dealings, had no participation in or knowledge of them, until he was informed by said Seaman or said Speer or both that they had made such an exchange of lands, and therefore this defendant can neither admit or deny any of the allegations of said Bill in relation to said Ware or Speer or the contracts made by them —

In further answering Defendant says that at the time referred to Complainant came to the residence of Defendant in Mechanicsburg in Champaign County and proposed to sell him said land in Sangamon County, and after various propositions had been interchanged in regard thereto, it was finally agreed that Complainant should convey said land to Defendant in fee simple, and that Defendant should pay Complainant $400. in money and $600, in 18 months and not in 12 months as it falsely stands in said Bill, and a day was appointed for the completion of said agreement —

At the time and place appointed Defendant procured a blank mortgage to be filled up, ~~and~~ to secure said deferred payment of $600. and proposed to said James Seaman to pay him said $400. in money which Defendant then had in his possession and offered to said Seaman several times, and also offered to execute and deliver to said Seaman said mortgage in pursuance of the said contract but said Seaman refused utterly to take said money

or Mortgage unless Defendant would procure the Signature of his wife thereto. The Defendant did not choose to return to McClanicsburg to procure the Signature of his wife to said Mortgage, and as Complainant would not complete his Contract, and receive said money and Mortgage as above stated, the agreement between Complainant and Defendant was put an end to.

The Defendant expressly denies any and all Confederation combination or agreement with said Opens or Bass to cheat or defraud Complainants or either of them. Defendant knows nothing of the several other allegations in said Bill contained and therefore can neither admit or deny them — Defendant expressly denies the several other allegations of said Bill so far as they relate to this Defendant not herein before denied or admitted and denies all and singular the allegations of said Bill inconsistent with the matter herein set forth

And having answered said Bill as fully as he can answer and as fully as he is advised it is material that he should answer asks to be hence dismissed with his costs.

Corwin & Burnett Sol

Chester Shattuck

The State of Ohio
Champaign County } Personally Came before me a Justice of the Peace of said County Chester Chattuck, who being first duly sworn says that the several matters and things in the foregoing Answer in Chancery contained, so far as they purport to be of his own knowledge are true and so far as they purport to be derived from information he believes them to be true.

Chester Shattuck

Sworn to & subscribed before me
this July 28 1849

A. F. Vance J.P.

Union Com Pleas

James Heaman
& wife
vs
James Sfunt &
others

Filed October 15. 1849
James Kirkado for clerk

Recorded

Rogers & Stanton Sol

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

James Seaman and Sarah his wife of the County of Logan and State of Ohio respectfully to your honors, that on the 29th day of May A.D. 1849 they filed in the office of the Clerk of your honorable Court their original bill of Complaint against William B Sprus, Chester Whallock and Lucinda Dean of the County of Champaign and State, charging as is therein charged, that said defendants by fraudulently combining and confederating together had by sundry fraudulent misrepresentations which are more particularly specified in said original bill, cheated and defrauded your petitioners of certain real estate situated in said County of Union and which is more particularly described in said original bill. And said original petition thereupon prayed that the deed executed by your petitioners might be decreed void for said fraud and misrepresentation.

And your petitioners further represent that such proceedings were had upon said petition, that subpoenas were returned "Served" upon all of said defendants to the May Term of this Court A.D. 1849. That on the 2nd day of August A.D. 1849 said defendants all

filed their answers to said original petition. Your petitioners further allege that the said William B Spurs in his answer alleges that on the 20th day of May A.D. 1849 and before the filing of said original petition, he had sold and conveyed the premises in said original petition described to his brother James Spurs of Champaign County Ohio in good faith and for a valuable consideration

But your petitioners deny that said conveyance was made before the filing of this original petition, and the issue of subpoena thereon. And if any deed having any such date is in existence your petitioners charge that it is ante-dated, and does not bear date on the day it was in fact executed.

Your petitioners further state and charge that if any such deed was in fact at any time executed by the said William B Spurs to the said James Spurs, that it was not in good faith and for a valuable consideration; but that it is colorable and collusion only, and that no consideration was in fact paid or meant and intended to be.

Your petitioners therefore pray that said ~~existing~~ original bill may be taken as part and parcel of this their amended bill as full and completely as though the same were here again cofined and repeated. Your petitioners further pray that the said James Spurs may be made

defendant to this their amended and their original petition, and that he may answer the same. That he may state particularly the time and place of sale of said land the consideration paid, how much has been paid, and how much remains unpaid, and how it is secured.
In what the payments were made whether in money or in property &c.
That a subpoena may issue for the said James Upson, and that your petitioners may have such relief in the premises as is prayed for in their original petition.

Rogers & Stanton
Sols for Complts.

Issue subpoena to Sheriff of Champaign County for James Upson returnable to next Term.

B. Stanton
Clk U. C. P.

Seaman & wife
vs
Lester Ware et al

Bond for costs

Filed August 14. 1849
James Knickadeck clerk

Recorded

Whereas in the suit of James Seaman and Sarah his wife against Lester Ware William B Spears and Chester Shattuck, in the Court of Common Pleas of Union County Ohio the said James Seaman and Sarah S his wife was ordered to to enter security for costs in 30 days.

Therefore I Diantha White do hereby acknowledge myself bail for costs for said James Seaman and Sarah S his wife in the penal sum of One Hundred Dollars, to be levied of my goods and chattels lands and tenements in case the said James Seaman and Sarah his shall fail to pay all legal costs, that may be adjudged against them in said suit.

Witness my hand and seal. this 14th Day of August AD 1849

Diantha White (Seal)

Approved Aug 14. 1849
J Kirkpatrick clerk

James Heaman & Sarah his wife
vs
John B Myers
and others

Union Com Pleas

In Chancery

Depositions will be taken by the Complts at the Recorders Office in Bellefontaine on Monday the 28th ~~30~~ inst between the hours of 8 o'clock A.M. and 8 o'clock P.M. of said day ~~to be~~ with power to adjourn from day to day; to be read in evidence by the Complts on the hearing of the above entitled cause.

Logan, Co

Rogers & Stanton
for Complts.

Jany 22. 1850.

Service is acknowledged Jany 25 1850.

Corwin & Burnett
Defts Solrs

Bro Stanton.
I am at the Britain house
Please let me know whether you take
Depos to-day.

John A Corwin
Jany 28 1850

Deposition of witnesses taken in a cause pending in the Court of Common Pleas, for Union County, Ohio, in Chancery, wherein, James Seaman and Sarah his wife, are Complainants, and William B. Speers, and others are Respondents, before me H. B. Stotler, a Notary Public, for Logan County, O, at the Recorders Office, in said Logan County, on the 28th day of January, 1850, = Present, B. Stanton, Esqr. for Complainants, and John A. Cannin, Esqr. for Respondents, = at which time and place came Joshua Grimes, of Union County, Ohio, of lawful age, who being first duly sworn, testified as follows, in answer to interrogatories

Int by Complts Counsel

Are you acquainted with any of the parties to this suit, and if so with whom?

Answer - I am acquainted with Mr. Seaman though I am not much acquainted with Mr. B. Speers, I have seen him but twice that I recollect of, = I think I have also seen Mr. Wear, once or twice,

Int by same. Did you ever hear John B. Speers say any thing about himself and others purchasing or trading with Seaman & wife for their share or interest in a farm in Union Co, and if so state when and where you heard him speak upon the subject, and what he said?

Answer - I did - I do not recollect the time, precisely - but it was after the sale of from

Seaman to Speers — The Conversation took place in the Porch of James Seaman's house, ~~at~~ in East Selby, — The Conversation took place between Speers and James Seaman, After some Conversation between them Seaman Asked Speers whether, when he sold him the Land, he was selling it for Money or Land; — to which Speers made no reply — He then asked Speers, if the bargain was not, that he was to have four hundred dollars down, in Money, and the ballance, (six hundred dollars) in Eighteen Months, Speers replied, that that was the bargain, — I then spoke, and said that that was sufficient, as I thought, — Mr. Speers then said that he had come to talk with Mr. Seaman, and did not wish other persons to Officiating or Meddling in the Matter,

Qu by Same.

Are you acquainted with the farm in Union Co, traded by Seaman & Wife ~~and~~ to John B Speers and others, and if so what is its Worth?

Answer, I am not particularly acquainted with it, though I have been on it several times, I live within a mile of it now — I should think it worth at least $2000,00 —

Question by Corwin for Defts.

Do you mean to say that the interest of Seaman & Wife traded to Speers is worth $2000.? or do you mean to speak of the whole tract in your last Answer?

Answer I spoke of the whole farm

Question by same How much land is there in the farm?

Answer— I do not know what number of acres there are— and that is the reason, I place it at $2000.00.— I guessed at the value of it, supposing there was about 100 acres

Question by same At what time in the day did the conversation between Seaman & Speers which you have before herein referred occur?

Answer— It was in the evening— towards night. It was getting dusk when Mr. Speers left Seaman's

Question by same. At what time in the afternoon did the conversation commence?

Answer— I supposed they were talking there an hour and a half or two hours before Mr. Speers left.

Question by same. Were you in the house during the whole of the conversation, or were you out during a part of the time?

Answer— ~~I think I was in the house about the~~ I was out of the house a part of the time, and in the house a part of the time— I was with them when the conversation took place— a part of the conversation took place on the porch and a part of it in the house,—

Question by same Were you not engaged in conversation during a part of that time with Mr James, and with Mrs Seaman & others?

Answer— I was not— while Mr. Speers and Seaman were talking

Question by same. At what had you been engaged on that day previous to said conversation?

Answer— Mr. Seaman and me had been away after peaches— and I returned home with him— and when we got home, we found Mr Speers there—

Question by same

On what day of the week was it?

Answer I think it was on Saturday — though I may be mistaken —

Question by same. Who else was present during said conversation?

Answer I do not think there was any one present Thomas Perry was at Seaman's house, but I think he came in after the conversation between Seaman and Speers,

Question by same

Did Seaman and Speers talking about a settlement and compromise of their difficulty?

Answer I did not hear any such talk,

Question by same

Was any thing said about the suit of Seaman against Speers in Union County?

Answer I heard nothing of that at that time,

Question by same

Did you not hear Speers tell Seaman when their conversation commenced that he had come there to see if they could not settle?

Answer No Sir —

Question by same. Can you give any more of the conversation than you have related? If so, please state it

Answer I know of nothing more now —

Question by same. Did not Seaman say that he had sold the land he got of Speers to One Shattuck who was to pay him $500. in hand and $800. in 18 months, and that he expected to get that money from him?

Answer No Sir — Not in my hearing, I believe the money —

was to come from Shattuck, though I am not positive, - I now recollect that Shattuck was the man that was to pay the money -

Re Examined

Qu by Complts Counsel

Did you understand from Spurs that it was a part of the bargain between him and Shaman, that Shattuck was to pay the $400. at the time the deeds were executed?

Answer - I did, Seaman was to have $400.00 upon the Execution of the deeds - and $600.00 in 18 Months -

Qu by Same. Did you understand how the $500 was to be secured?

Answer - My understanding was, it was to be land security - but I did not understand what land

Qu by Same. Was any thing said about the reason why the $400 was not paid and the security was not given at the time the deeds were executed.

Answer - Not that I recollect at that time.

Question by Comm Do you profess to remember the whole of the conversation between Shaman and Spurs, or is there a great deal of it which you do not remember?

Answer - I have told all that I recollect to have heard - there might have been some that I dont now remember -

Asahel Griffith

The Defts by Comm then Counsel except to the first question alone in Complainants Cross-examination and the Answer thereto, because the question is leading, and the evidence thus sought is incompetent.

Wm A Comm for
for Defts -

The State of Ohio, Logan County, ss.

I, Benno B. Strother, a Notary Public, in and for the County and State aforesaid, (duly Commissioned and qualified) do hereby certify that the above named Joshua Grimes, was by me, first duly sworn, to testimony the truth, the whole truth, and nothing but the truth, and that the foregoing depositions by them respectively subscribed, were reduced to writing by me, and were taken at the time and place, specified in the indorsed notice, In Testimony whereof I have hereunto set my hand, and affixed my Notarial seal, this 28th day of January, A.D. 1850.

B. B. Strother, Notary Public,
Logan County, Ohio.

Fees of Witnesses—
Joshua Grimes — 50 cts

Notary fees — B.B. Strother, — $1,50

Union Com. Pleas. 591

James Seaman Hoffe
vs
Lester Ware et al

Vendi vs. Complainants

Costs $21.87
Increas Costs 6.86
This Writ .41

Filed March 15 1852
James Turner Clerk

Rec'd Mis Docket Dec 4 th 1851
and sold the tenements described in said
Estate has been taken and the Money
Distributed as preferred Laws. and the
Defendants has the other Goods or Chattels
Lands or tenements to levy on
that would satisfy any Execution the
Money Fees Serd 75.
Dairsella
Fees
Mileage and Trans
6 Ca

The State of Ohio, Union County, SS.

To the Sheriff of ~~said~~ Logan County, Greeting:

WE command you to expose to sale those Lands and Tenements of

James Seaman, town, Lot No. forty four (44) in the Town of East Liberty Logan County Ohio. with the Appurtenances thereto belonging.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy, the Sum of Twenty One dollars & eighty Seven Cents, Costs taxed against James Seaman wife, in a certain Cause lately pending in ~~the sum of~~ our said Court, Wherein said James Seaman wife ~~dollars and cents for~~ were Complainants & Lester Ware & others Defendants ~~damages, together with $ for costs~~, with interest thereon from the 29th day of May A. D. 1857 until paid, ~~which late in our said Court the said recovered against the said~~ for which Costs, Judgment was rendered by our said Court of Common Pleas. on the 29th day of May AD 1857 as of record is manifest. Also, $ 6,, 86 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the good and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto ~~said~~ the persons entitled to the same

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

Witness, JAMES KINKADE Jr., Clerk of said Court at the Court House in Marysville, this 3rd day of November A. D. 1857

James Kinkade Jr Clerk.

Recd this writ Dec 1850 No goods found to Levy on and for want there of I Levied March the 10th 1851 on Lot No forty four (44) in the town of East Liberty Logan County Ohio with the appurtenances there to belonging as the property of the said James Seaman and I caused said premises to be advertised according to Law a copy of sam advertisement hereunto relaxed and on the 12th Day april AD 1851 I offered said premises according to Law No sale for want of Bidders

Fees Servs	35		
Levy	35		
Appraising	100	Printers Fees	150
Copy of Apprs	50	Proof	25
Docketing	10		175
Mileag 20	100		

Apprs –
James A Hamilton 50
William H Austin 50
Job Garwood 50

Jonah Carr Sheriff L C O

Union Corr. Plea 591

James Seaman Ptff
vs
Lester Ward et als

Compts Costs	$21.87
Interest	" 66
This writ	" 41

Filed Apl 14. 1851
James Kilbreath Clk

Received

The State of Ohio Union County ss

To the Sheriff of the County of Logan Greeting:
Whereas in a certain Cause in Chancery lately prosecuted in Our Court of Common Pleas, within and for the County of Union, wherein James Seaman and Wife were Complainants and Lester Ware et als. were defendants; the Costs of the said James Seaman and wife, are taxed at twenty One dollars and Eighty seven Cents, and interest up to this date Sixty Six 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 James Seaman & Wife, 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 James Kinkade Jr Clerk of Said Court at Marysville this 7th day of December A.D. 1850.

James Kinkade Jr Clerk

Chancery Case File

Case No. 1849-CH-0015

Chancery Case File

Case No. 1849-CH-0016

No. 49-CH-16

Union Common Pleas Court.

Mary Hensell Plaintiff,

AGAINST

John Hutchison Defendant.

AUG TERM. 1850

Dismissed
JUD'G VS PLAINT'F

Journal 4 Page 387

Record No. No Record. Page

Ex. Doc. Page

Chy. No ~~32~~ 27

Mary Hensel
vs
John Hutchisson

Bill dismissed
at cost of Complt
Dem for
cos

Cost Bill made
No Record

52

Union Cauman Phas

Mary Newel
vs Bill in
Equity
John Butterworth admr
George Newel Dec'd

Filed May 30. 1849
James Kirkpatrick clerk

Cert Bill made
No Record

Commissioners

To the honorable the judges of the Court of Common Pleas within & for the County of Union when in Chancery sitting Humbly complaining sheweth unto your honors your Orator Mary Hurel of said County that on the 29th day of December A D 1846 one George Hurel late of Union County now deceased & the then Husband of your orator executed his last Will & Testament which since the death of the said George Hurel has been duly proven & admitted to record in this honorable Court by which said last Will & Testament the said George Hurel amongst other Legacies bequeathed to your Orator the one third part of all his personal property after his funeral expenses & other debts were paid and also the dower lands including the House Lot stated with all the fixtures appertaining to said Lot & also one third of the rents & produce of both the Farms of the said George Hurel during the natural life of your Orator as by said last Will & Testament of the said George Hurel now remaining on the records of this Court & which your orator prays may be taken as a part of this Bill will more fully & at large appear And your orator further represents that no executor was appointed by said last Will & Testament & that on the proof of said Will one John Hutcherson of this County was appointed by this honorable Court the administrator with the Will annexed of the estate of said George Hurel deceased as by the Records of this Court will more fully appear & that said John Hutcherson has since taken upon himself the discharge of the duties of such administrator That the two Farms belonging to the said George Hurel at the time of his death & mentioned in said last Will & Testament are totally unimproved containing about acres of Choice Land & are situated contiguous to each other That the value of the personal property as returned by said administrator including the debts owing to said estate amounts to the sum of $857.89 Cts as by the appraisement bill of said estate now remaining on the files of this Court & to which your Orator prays a reference will more fully appear That said administrator has since rented said personal property to many & also collected the debts owing to said estate & has also proceeded to rent out both of said Farms mentioned in said Will & received the rents & profits of said Farms and altho your Orator has very repeatedly in a friendly manner called upon the said administrator & requested him to pay over to her the one third part of the money arising from the personal property of said estate to which she is entitled by the Will aforesaid & also the one third part of the rents & profits arising from the two Farms in said Will mentioned yet the said John Hutcherson administrator as aforesaid has hitherto wholly neglected & refused to pay to your orator any part of what is due to her as one of the Legatees of said Will & this neglect & refusal so to do That said administrator

in violation of Law & without any authority took into his possession many articles of Household & Kitchen furniture belonging to said estate & has the same appraised & sold including even all the beds & bedding belonging to your orator by means of which your orator was compelled to purchase as many of said articles of household & Kitchen furniture as to enable her to keep house & maintaining in Volume to the sum of about $80 for which sum said administrator compelled your orator to give her note for & which said administrator has since absolutely refused to allow to her as a part of what was & is due to her under & by virtue of said Will but on the contrary thereof said administrator has since sued your orator for & recovered a judgment against her on which said judgment execution is now given against her — And your orator further represents that she has repeatedly endeavored to have the business all settled in a friendly manner with said administrator who has hitherto absolutely refused to make any payments to your orator or in any way or manner account to her as such administrator. all of which acts & doings of said John Butcherson are contrary to equity & good conscience & tend to the manifest wrong & injury of your orator In tender consideration whereof your orator prays that the said John Butcherson may be made a defendant to this bill & compelled to answer the same as fully & fairly as if he were here again interrogated to every part & parcel thereof — and that the said John Butcherson be compelled as such administrator to pay to your orator the full one third part of all the money arising from the personal property belonging to said estate and also to account for & pay over to your orator the one third part all the rents & profits arising from the said two farms mentioned in said last Will & Testament since the death of said George Rensill & that your honor would grant unto your Orator such other & further relief in the premises as shall be agreeable to equity & good conscience & as to your Honor shall seem meet & your orator will be

Ill 88 J Cannon Jules
for Compt —

Issue a Subpoena against John Butcherson returnable forthwith

Union Com Pleas

Mary Hunsick
vs
John Hutchinson admr
of Lewis Hunsick dec'd

Writ Ch

Filed May 30. 1849
James McMeachen Clerk

Served this writ May 30. 1849 by delivering to the within named John Hutchinson a certified copy thereof

Fees – mileage 05
service 35
copy 10 = 50

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon John Hutchinson, administrator of George Hensel deceased,

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ Fourthirth ~~day of~~ — ——— ~~next ensuing~~, to answer a Bill in Equity ~~in Chancery~~, exhibited against him by Mary Hensel.

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

James Kinkade for
Witness, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House, this 30th day of May A.D., 1849

James Kinkade for Clerk of Common Pleas.

Union Com. Pleas

John Hutchinson
ads. } Ejt
Mary Hensel

Answer.

Filed Nov. 22. 1849
James Kirkpatrick pro Clk

Allison & Curry,
Sol's for Deft.

The Answer of John Hutchinson the Defendant to the Bill of Complaint of Mary Hensel Complainant.

This Defendant now and at all times hereafter saving to himself all and all manner of benefit or advantage of exception or otherwise, that can or may be had or taken to the many errors, uncertainties, and imperfections in the said Bill contained, for answer thereto, or to so much thereof as this defendant is advised it is material or necessary for him to make answer to, answering saith that he admits the death of said George Hensel, the execution and probate of his last will and testament, the bequests therein made to the complainant, as charged in complainants Bill; and this respondent further admits that no executor was appointed in said will, and that this respondent was appointed by this court administrator, with the will annexed, of the estate of said George Hensel decd, and took upon himself the discharge of the duties of such administrator as charged in said Bill, for which this respondent, being an orderly and peaceable citizen, is most sincerely and truly sorry. To the allegation in said Bill that the value of said personal property of said estate returned by the administrator, including the debts owing to said estate amounts to the sum of $857,89 this respondent answering says that the true amount of said return was $619,32 and not $857,89 as charged in said Bill, and that the said personal property at the legal sale thereof produced only $309,08¾, while the debts owing to said estate were as returned as above $208,57, making in all of debts and proceeds of sale taken together $517,65. Of said debts the following are the amounts received by this respondent:

From John Stewart,	$9,00
" Catharine Dot,	50,00
" H. C. Mann,	41,00
" Penrod & Wollum,	10,00
	$110,00

Add cash on hand, as per appraisement & inventory,	50,00
The amt. recd from proceeds of sale Bill of personalty, about	80,00
Making the whole amount of moneys of said estate which respondent has recd. to this date,	$240,00

The balance of said debts remain uncollected, a small part thereof being uncollectable. And this defendant further answering says that it is not true as charged in said Bill that this respondent proceeded to rent out both said farms and receive the rents and profits thereof, but on the contrary it is true that this respondent to avoid difficulty with said Complainant, did, with consent of the heirs of said estate advise and permit said Complainant

Mary Hensel to rent out said farms and receive the proceeds thereof, and said Mary did rent out said farms and receive the proceeds thereof, and this this respondent has never received one cent of the rents, profits or proceeds thereof. This respondent about the time of the commencement of this suit made a contract to rent out said farms, but has since relinquished said arrangement, in favor of such of the heirs as are of age, and the guardian of the minor heirs.

And this respondent further answering says that said Mary Hensel received of property taken by her at the appraised value, in addition to the amount for which the gave her note, the following articles to wit: One mare and colt, appraised at $30.00 One pair of Steelyards, appraised at $1.00 - and 18 bushels of wheat at 62½ cents per bushel $11.16, making in all $42.16; and this respondent has paid to said Complainant in cash from time to time, divers sums, amounting in all to $42.50 and he has not at any time refused to make payment to said Complainant upon said legacy due to her so far as means were in his hands. And this respondent further answering says that it is true that he took and sold said household & kitchen furniture, refusing to let the said Mary have the same, and requiring her to give her note for the amount thereof which she bought, and he has since sued her on said note and caused execution to go against her, and refused to allow her the same on her said legacy; and all this he did, being advised thereto by Counsel, — the said Mary having elected to take under the will, and the said amt of said note being necessary to pay the debts of said estate, after allowing to her her said legacy.

And having thus fully answered this respondent prays to be hence dismissed with his costs

John Hutchinson
By Allison & Carey
his Attorneys.

Chy. 1st ~~Ex.~~ ~~33~~
284

Thomas Stettings
vs
James C. Dynes

Report of Com.
confirming & mate
party deciding to the
Record

4

Order of Sale 1st
in hand & 1st in 12 mo
int. at. secured by mortg
1st

Sale confirmed &
deed order on distr
Order of the Mons
& security – non this
the house ~~[illegible]~~ of
ent. deny to purchaser

Cost Bill made
Record

Somerset prays that partition of said lands and tenements may be made and that your petitioner's interest in said lands and tenements may be set off to him in severalty or if it shall appear that partition of said lands and tenements cannot without manifest injury be made then that the same may be sold as the proper order to ascertain that be had pursuant to the statute in such cases made and provided

By E. Stillings
his attorney

53

Norman Douglas
vs
Moses Stillings
et al
Petition for Partition

Filed May 3d 1845
James Hinckley, clerk

Continued
Recorded

Mandate

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

Your petitioner Thomas Hedings of Union County Ohio respectfully represents that your petitioner has a legal right to and is seized in fee simple of an undivided half of a certain parcel or tract of land with the appurtenances situate in the County of Union State of Ohio and bounded and described as follows to wit being part of survey No 2983 in the virginia military district beginning at a sugar tree ash hickory and large white oak in the line of survey No 4610 thence S 42 E 152 poles to buck run thence up the run N 74 W 42 poles thence N 20 W 27 poles to a stone in the run northwest a white ash hickory and thence with a spring thence 52 W 130 poles to a stone in the road and south line thence south 37 E 60 poles to the beginning containing fifty acres, more or less of land your petitioner further represents that James C. Dynes, of said County is the owner of the other undivided half of said lands and tenements and is tenant in common with your petitioner of said premises whom your petitioner prays may be made defendant to this petition. Your petitioner therefore desiring to hold his said interest in

Martin Pyres being duly sworn, deposes and says that on the 1st day of June A.D. 1849 he personally gave James C. Pyres a True Copy of the within Notice

Martin Pyers

Sworn to in open Court this 15th day of August A.D. 1849.

James Pinkard Jr Clerk

Filed Aug 15, 1849
James Pinkard Jr Clerk

Recorded

Filed Aug 15 1849

Mr James C. Dyer

Sir, You will take notice that a petition was filed against you on the 30th day of May AD. 1819 in the Court of Common Pleas of Union County Ohio by Thomas Stillings and is now pending wherein the said Thomas Stillings demands partition of the following real estate situate in Union County Ohio in Survey No 2983 and described as follows to wit beginning at a sugar tree at the hickory and large white oak in the line of Survey No 16 to No 26 152 poles to buckeye thence up the run N 34 W 12 poles N 20 W 27 poles to a stone in the run westerly to a white oak hickory and thence at a spring thence S 42 W 130 poles to a stone in the road thence with the road and South line to the W 39 E. 60 poles to the beginning containing fifty acres more or less. and that at the next term of said Court application will be made by said Thomas Stillings that an order of partition may be made of said premises

Thomas Stillings

May 30 1819

Sign this and leave a copy left with a disinterested person who can make

Thomas Stillings
vs
James C. Dines
Report of Commissioners

Filed November 15. 1849
James Kirkpatrick Clerk

We the undersigned Commissioners in a writ of partition issued by the Court of Common pleas for the County of Union State of Ohio for to make partition of a lot of fifty acres of land between Thomas Stillings & James C. Dynes Report that on actual view and careful examination of said land described in said writ and being duly sworn by the Sheriff of said County we believe the lot of land is not susceptible of an equitable partition and we appraise said land to be worth twelve dollars per acre amounting to six hundred dollars

Given under our hands this 13th day of November 1849

William B. Gunn
Daniel Coe
James Wilber
Commissioners

fees in the above case

William B. Gunn	on day		$1.00
Daniel Coe	"	"	1.00
James Wilber	"	"	1.00
			$3.00

Union Common Pleas

Thomas Billings
vs
James C. Cypres

Writ of Partition

Filed November 15. 1849
James Wickersham Clerk

Recorded

I have executed this writ by the oaths of the within named William B. Irwin Daniel Coe and James Wilber. whose report is herewith filed. November 13th. 1849

Fees = mileage 40
Service 1.00 = total $1,40

Philip Snider Sheriff

The State of Ohio Union County S.S.

To the Sheriff of Union County Greeting:

We command you, that without delay by the Oaths of William B. Irwin, Daniel Coe and James Wilber, you Cause partition to be made of the following real Estate, to wit. A certain parcel or tract of Land with the appurtenances situate in the County of Union State of Ohio, and bounded and described as follows to wit, being part of Survey No. 2983 in the Virginia Military district beginning at a sugar tree, ash hickory, and large white oak in the line of Survey No. 4610 thence N. 52. E. 152. poles to buck run thence up the run N. 74. W. 42. poles thence N. 20. W. 27 poles to a stone in the run witness a white ash, hickory and thorn at a spring thence 52 W 130 poles to a stone in the road and South line, thence South 37 E. 60 poles to the begining. Containing fifty acres of Land more or less, among the following persons and in the following proportions to wit. to Thomas Stillings One Equal half part and to James C. Synes One equal half part. In pursuance of an Order lately made in Our Court of Common Pleas. within and for the said County of Union, in a certain Petition for Partition, wherein Thomas Stillings is Petitioner, and James C. Synes, is defendant; And that your proceedings in the premises ~~in the premises~~ you distinctly certify, under your hand, to our Court of Common Pleas, within and for the said County of Union on the first day of their next Term;— Together with this writ,

Witness James Kirkadp Clerk of our said Court of Common Pleas, at Marysville the 27th day of August AD 1849

James Kirkadp Clerk

Filed Aug 16. 1850
Jas Pinkard & ad 12

Thomas Stillings
vs
James le Dynes } In Union Com Pleas
In partition Order for sale
issue an order for
of Sale in this case
Aug 16. 1850
In Union C.P. }

Thomas Stillings

Thos Stillings
vs
James E Sykes

Service .35
advertising .25
Pr fee 3.00
10.60
15.00
$29.20

2.04
.50
2.54

Cost Bill

Clerks fees	$5.56
Sheriffs in part	1.88 2.04 16
Coms. WB Irwin	1.00
Leand Lee	1.00
James Wilber	1.00
Printer Hamilton	
	$10.44

Union Com Pleas

Thomas Stillings
vs
Jamesdelymer
In Partition. order for sale

Filed October 15. 1850
James Kirkade Jr Clerk

Stamp

Received this writ August 19. 1850. In obidience to the within command I duly advertised the within described real estate to be sold on the 21st day of September A.D. 1850 between the hours of ten O. clock A.M. and four O.clock P.M. at the door of the court House in Union County, Ohio. for at least 30 days previous to said 21st day of September 1850. in the Marysville Tribune a newspaper published and in general circulation in said County, at the time and place above mentioned. on said 21st day of September A.D. 1850. I offered said real estate for sale by public Auction and then and there sold the same to Thomas Stillings for the sum of fourteen dollars and twenty five cents per acre he being the highest and best bidder therefor and that being more than two thirds the appraised value thereof.

Fees – mileage 5
advertising 25
Service 35
Pr fee 3.75 Paid by Sheriff

Philip Snider Sheriff
and Special Master

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting;

In pursuance of an order of our Court of Common Pleas within and for the County of Union at the November term A.D. 1849. in a certain Petition for Partition now pending in said Court. Wherein Thomas Stillings is Petitioner and James C. Dynes is defendant. We command you that without delay you proceed to sell at public auction the lands and tenements in the said Petition described to wit: Situate in the County of Union State of Ohio. and bounded and described as follows to wit: being part of Survey No 2983. in the Virginia Military District. begining at a sugar tree. ash hickory. and large white oak in the line of Survey No 4610. thence N. 52. E 152. poles to buck run thence up the run N 74. W 42 poles thence N. 20. W. 27 poles to a stone in the run witness a white ~~oak~~ ash, hickory and thorn at a spring: thence 52 W 130 poles to a stone in the road and south line. thence south 37. E. 60 poles to the begining. Containing fifty acres of land more or less. and upon the following terms to wit. One half of the purchase money in hand and the other half in twelve months with interest from day of sale to be secured by Mortgage on the premises. and that your proceedings in the premises you make known to our said Court of Common Pleas at their next Term. And have you then there this writ.

Witness James Kirkade jr Clerk of said Court of Common Pleas at Marysville this 19th day of August A.D. 1850

James Kirkade jr Clerk

Chancery Case File

Case No. 1849-CH-0018

No. 49-CH-18

Union Common Pleas Court.

James R. Snodgrass adm
Plaintiff,

AGAINST

Samuel Snodgrass heirs,
Defendant.

AUG TERM 1849

DECREE FOR PLAINTF

Journal 4 Page 217

Record No. 8 Page 413

Ex. Doc. Page

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

40

Union Com. Pleas

Geo R. Snodgrass
admr &c
vs
Saml Snodgrass's
heirs

Petition to sell

Filed May 31. 1849
James Kirkpatrick

Cost bill made
Record

Recorded

Rogers & White
attys

To the Court of Common Pleas within and for the County of Union and State of Ohio.
May Term 1849

Your Petitioner James R. Snodgrass administrator of Samuel Snodgrass late of said County of Union deceased, intestate Respectfully represents that he has been by your honorable Court appointed administrator as aforesaid; that the personal estate of said intestate amounts to about the sum of $50.00; that there are sundry small debts amounting to not less than $60.00 also a large debt of about the sum of $260.00 & that the personal effects are therefore totally insufficient to pay the debts of said estate that the said intestate died seized in fee-simple of the real estate described as follows to wit situate in the County of Madison & State of Ohio and being part of Survey number one thousand four hundred & seventy nine (1479) of the Virginia Military District lands beginning at a sugar tree and ironwood on John Taylor's south line and the northerly corner to Israel Sills land; running thence North fifty three degrees (53 ◦) East two hundred (200) poles to a large Burr oak; thence South thirty seven degrees (37 ◦) East sixty three & half poles to a red oak and water elm; thence South fifty three degrees West two hundred poles to a white oak and beech; thence North thirty seven degrees West sixty three and a half poles to the place of beginning - Containing sixty nine acres & sixty rods of land be the same more or less; that said intestate left no widow but did leave the following children his heirs at law and legal representatives William Smith Snodgrass, Cyrus Snodgrass, and Susan Snodgrass all minors whose guardian is John Reed. And that should a part of said real estate be sold only the value of the residue will be greatly injured.

Your Petitioner therefore prays that the said William Smith Snodgrass, Cyrus, Snodgrass, and Susan Snodgrass & their said guardian may be made defendants

to this petition and that unless the said defendants signify their assent to the sale of said real estate as herein prayed for according to the statute in such case provided the writ of subpoena may issue against them and that they may be compelled to answer all and singular the premises and that your petitioner may be authorized to sell and convey so much of said real estate as will discharge the debts of said intestate with incidental charges or if a partial sale would injure or impair the value of the residue as your petitioner avers would be the case that he be authorized to sell & convey the whole of said real estate under such regulations as are provided by law.

By Rogers & Thiebe
his attys

State of Ohio
Union Co. Ohio ss

James R. Snodgrass makes oath that the matters & things set forth in the foregoing petition are true & that a partial sale of said real estate would greatly impair the value of the residue and lessen the value of that part that might be sold as he verily believes

Sworn & subscribed before me this 31st day of May 1849

J. R. Snodgrass

James Kirkpatrick Clerk

to the sale therein referred to was signed as it purports to have been by John Reid as guardian of the said defendants for the purposes therein set forth.

Wm Hill

Sworn to and subscribed this 31. day of May 1849.

J. D. Kirkpatrick clerk

Thomas Thompson
Admr
vs
Thos Thompson
heirs & others bill

Upshur County

Louisa Bigham
Lorenzo Beach
Eldridge Beach
Wm.

James R Snodgrass
admr of Saml Snodgrass } Petition to sell land
decd

vs

Mason Hill & Ots } May Term
heirs of Saml Snodgrass } 1849
decd

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

Wm Smith Snodgrass, Cyrus Snodgrass & Susan Snodgrass by their guardian John Reed come & assent to the sale as prayed for in the Petition of said James admr as aforesaid & said John further states that he believes it necessary to sell said real estate to pay the debts of said estate & that it is likewise the interest of his said wards to have their portion in money

May 31st ~~[illegible]~~ 1849

Attest Wm White

John Reed 1st
guardian of the
Saml Snodgrass'
children

State of Ohio Union Co. ss

Wm White makes oath & says that the foregoing Consent in writing

Union Com. Pleas

James R Snodgrass Adm
of Samuel Snodgrass dec'd
vs
Samuel Snodgrass. heirs

Order of Appra. & Sale

I hereby Certify that the under Signed appraisers was duly Sworn according to law to appraise the real Estate of Samuel Snodgrass deceased by me this 23 day of June 1849

John H Norton J P

In obediance to the within order we having bin first duly Sworn as appraisers by the Cirtificate of the Justice of the peace here to annexed do upon actual view of the Premises Estimate the just value of the within Described Real Estate at Eight Dollars pr acre

Dated the 23 day of June
A D 1849

ADMINISTRATOR'S SALE.

IN obedience to an order of the Court of Common Pleas, for Union county, Ohio, I will offer for sale on the 13th day of August, A. D. 1849, between the hours of 10 o'clock A. M. and 4 o'clock P. M., the following described real estate, to wit: Situate in the county of Madison, and State of Ohio, and being part of the survey number one thousand four hundred and seventy-nine, of the Virginia Military District Lands, beginning at a Sugar tree and Iron wood, in John Taylor's south line, and the northerly corner to Israel Gill's land; running thence north 53·, east 200 poles to a large Burr oak; thence south 37· east 63½ poles to a Red oak and Water Elm; thence south 53·, west 200 poles to a White-oak and Beech; thence north 37·, west 63½ poles to the place of beginning — containing 79 acres and 60 rods of land, more or less. Sale to be on the premises.

TERMS — One-third cash in hand, one-third in six months, and the remainder in twelve months from the day of sale, with interest on the deferred payments, to be secured by mortgage on the premises. Possession to be given on the 1st day of January, 1850.

JAMES R. SNODGRASS, Adm'r of
SAMUEL SNODGRASS, de'd.

June 23, 1849.

State of Ohio } ss.
County of Madison }

I, George W. Spring, Publisher of the newspaper below-named, being duly sworn, depose and say that the annexed Notice of Sale was published on the 23rd day of June, A.D. 1849, and from that day four weeks successively, in the "London Sentinel," a newspaper printed in the County of Madison, and State of Ohio, where the lands described in said Notice are situated.

Geo. W. Spring

Printer's fees, $4.00.
Probate .12½

Sworn to and subscribed before me, this 23rd day of July, A.D. 1849.

John Melvin J.P.

Snodgrass adms
vs
Saml R. Snodgrass

Notice of Sale

Isaac Bigelow
Lorenzo Beach
E W Barlow } Appraisers

In obedience to the within order I did on the 13th day of August A.D. 1849 between the hours of 10 the clock A.M. & 4 o clock P.M. of said day offer the premises described in the within order for sale on the premises & did then and there sell the same to Noah Smith at five & 1/2 dollars per acre making in all the sum of $ 43 8.50 having first advertised the same in the London Sentinal a paper published in general circulation in the County of Madison Ohio, as will appear by a copy of said advertisement hereunto attached for more than four weeks prior to said day of sale he the said Smith being the highest & best bidder for the same & having bid more than two thirds of the appraisement made under an order in this cause. And the said sale was made upon the terms ordered by the Court.

J. R. Snodgrass
admr of Saml Snodgrass

James R Snodgrass.
Admr of Samuel Snodgrass
Decd
vs
Samuel Snodgrass & his

Petition to Sell Land

An motion to the Court by Rogers & White Counsel for the petitioner and upon the Court being satisfied that the defendants by their Guardian John Reed have signified their assent in writing to the sale as prayed for by the said petitioner and that it is necessary that the whole of said real estate in the petition described should be sold and that no dower is required to be assigned, It is Ordered that Isaac Bigalow, Lorenzo Beach & Edmond Barlow, being first duly sworn do upon actual view of the premises make a just Valuation of the following real estate to wit, Situate in the County of Madison & State of Ohio, and being part of Survey Number One thousand four hundred & Seventy nine (1479) of the Virginia Military District Lands, beginning at a sugartree and Ironwood on John Taylor's South line and the northerly corner to Israel Gills land, running thence north fifty three degrees (53°) East two hundred (200) poles to a large burr Oak thence South thirty seven degrees (37°) East sixty three & a half poles to a red Oak and water elm thence South fifty three degrees West two hundred poles to a white Oak and beech thence north thirty seven degrees. West sixty three and a half poles to the place of beginning. Containing seventy nine acres & sixty rods of land be the same more or less. and that they return such Valuation to the next term of this Court. And it is further Ordered that the said James R Snodgrass, proceed according to law to sell said real estate in said petitioned described and upon the following terms to wit. One third of the purchase money Cash in hand 1/3 in six and the residue in 12 months from the day of sale with interest. the deferred payments to be secured by mortgage on the premises. and it is further Ordered that said sale be made on the premises. and that the said James R. Snodgrass make return of his proceedings in the premises to the next term of this Court.

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 & State of Ohio. Do hereby certify that the foregoing entry is truly Copied from the Journal of said Court of the Term of May AD 1849.

Witness my hand and Seal of said Court at Marysville this 15th Day of June AD 1849.

James Kinkade Jr Clerk

Union Com Pleas.

Jas. R. Snodgrass
admr &c

vs

Saml Snodgrass
heirs

Praecipe for
order of app &
sale

Filed Jan 1. 1849
J Kennedy Clk

Recorded

James R. Snodgrass admr de bonis non
vs
The heirs of Same Snodgrass & ch order of Sale in this Cause

Union Com. Pleas
May Term 1849

Upon an order of appraisement

May 29/49

Rogers & White
Pltff's attys

Deed From
A. M. Gill and Wife
to
S. Snodgrass

Transferred on Auditors
books Jany 1st 1846
J. Melvin
A. M. C.

Filed Jany 1st 1846 per Jacie
Jacquelin for

Recorded &c

This Indenture made the twenty ninth day of December in year of Our Lord One Thousand Eight hundred and forty five by and between Andrew M. Gill of the County of Union and State of Ohio and Harriet J. his wife of the one part, and Samuel Snodgraff of the County and State aforesaid of the other part Witnesseth that the said Andrew M. Gill and Harriet J. his wife for and in consideration of the Sum of Five hundred Dollars money of the United States to them in hand paid by the said Samuel Snodgraff at and before the ensealing and delivering hereof, the receipt and payment Whereof they do hereby acknowledge and therof acquit and forever discharge him the said Samuel Snodgraff his heirs executors administrators and assigns, by these presents have granted bargained and sold and by these presents do grant bargain and sell unto the said Samuel Snodgraff and to his heirs and assigns a certain piece or parcel of land situate in the County of Madison and State aforesaid, and being part of Survey No. 1479 number one thousand four hundred and Seventy nine of the Virginia military District lands, beginning at a sugar tree and Ironwood on John Taylors South line and the northerly corner to Israel Gills land runing thence North fifty three degrees east two hundred poles to a large Burr oak, thence South thirty Seven degrees east Sixty three and a half poles to a red oak and water elm, thence South fifty three degrees West two hundred poles to a white Oak and beach, thence North thirty seven degrees West sixty three and a half poles to the place of beginning, Containing Seventy nine acres and sixty rods of land be the same more or less. — Together with all and singular the rights and privileges hereditaments and appurtenances thereunto belonging and the remainders, rents, issues and profits, and also all the estate, rights titles interest, claim, and demand whatsoever of them the said Andrew M. Gill and Harriet J. his wife in law or equity, or otherwise howsoever of, in, to or out of of the same or any part of it To have and to hold the said Seventy nine acres and sixty rods of land hereditaments, and premises, hereby granted and sold with the appurtenances Unto the said Samuel Snodgraff and his heirs and and assigns forever, and the said Andrew M. Gill and Harriet J. his wife for themselves their heirs executors and administrators, doth hereby covenant, promise, grant, and agree to and with the said

Samuel Snodgrass and his heirs and assigns by these presents that they the said Andrew M. Gill and Harriet J. his wife the above described premises, hereby granted and sold, with the appurtenances unto the said Samuel Snodgrass his heirs and assigns and against every other person and persons lawfully claiming or to claim the same or any part thereof, shall and will warrant and forever defend by these presents. In testimony whereof, the said Andrew M. Gill and Harriet J. his wife have hereunto, set their hands and seals the day and year first above written

Signed sealed and delivered in presents of
Philip Snider
Delwin Gill

Andrew M. Gill (Seal)
Harriet J. Gill (Seal)

The State of Ohio Union County, ss

Before me Philip Snider a justice of the peace in and for the County of Union personally appeared the above named Andrew M. Gill and Harriet J. his wife and acknowledged the signing & saling of the above Conveyance to be their voluntary act and deed and said Harriet J. Gill being at the same time examined by me separate and apart from her said husband and the contents of said instrument made known to her by me she then declared that she did voluntarily sign seal and acknowledge the same and that she is still satisfied therewith; this 31st day of December A.D. One thousand Eight hundred and forty five

Philip Snider J.P.

The within deed was filed in this office for record the 1st day of January 1846. and recorded the 8th day of the same month in Vol. 16. pages 348 & 349.

Robert Hume R. M. C

Chancery Case File

Case No. 1849-CH-0019

No. 49-CH-19

Union Common Pleas Court.

Leander B Wanner et al
Plaintiff,

AGAINST

Wm E Lee,
Defendant.

MAY TERM. 1850

Journal 4 Page 286

Record No. Page

Ex. Doc. Page

Under Seal

Leonard Lott and
Leander B. Damron
vs
William E. Lee

Bill in Chy

Filed May 31. 1849
Jas Rutherford clerk

Injunction allowed
to issue upon
a Cash. given bond
Dep. in $600. bond as
ending to law.
L. L. Fisher
Circ. Judge

May Term
1849

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

Leonard Lord & ~~Leonard~~ Samuel B Damon of the County of Union and State of Ohio respectfully represent to your honors that on the 14th day of April 1848 they entered into a contract with William E Lee of the same County and State, for the purchase of one hundred and fifty acres of land in Virginia Military Survey No 5646 which is more particularly described in the titlebond or agreement between the parties which is herewith filed marked "A" and made part hereof. That at the time of the purchase he went with petitioners and pointed out the land, and surveyed it, and assured them that they had a clear and unquestionable title to the premises by a deed from Henry Winterlake who had a title from the patentee.

Petitioners relying implicitly upon these representations entered into this contract and gave their notes to said Lee for the sum of four hundred dollars for the purchase money for said premises, and paid fifty dollars ~~cash~~ in hand at the time of the purchase. Petitioners immediately took possession of the premises, and commenced making improvements thereon, and have erected a dwelling house, stable, and an ashery which is now completed and the kettles in the furnace ready to commence operations. That these improvements are lasting and valuable, and worth at least one hundred and fifty dollars. These improvements were made and money paid for said premises in full confidence that petitioners would obtain a clear and indefeasable title to said premises.

But now so it is may it please your honors, about the first day of May A.D. 1849, petitioner discovered that said Lee had not at the time of said sale to your petitioner, nor at any time before or since any title, or color or pretence of title to said premises, and that the deed from Cumberlake to ~~petitioner~~ Lee is not for the premises so sold to your petitioner, but for other and different lands. And petitioner further represented and so charge the truth to be that at the time of the sale of said premises, and the execution of said contract, said Lee well knew that he had no title, nor no color or pretence of title to said premises.

But petitioner charge and so the truth is that the said Lee falsely and fraudulently represented himself to be the owner of said premises, for the purpose of cheating and defrauding your petitioner. Petitioner further represent that since they have discovered the failure of title to said premises they have called on said Lee in a peaceable and friendly manner and offered to surrender up their title bond and abandon the possession of the land if said Lee would refund the sum of fifty dollars already paid surrender the notes for $400. which he holds on petitioner, and make some slight or partial compensation for the improvements they have made on said premises. But he wholly refuse to refund the money already or surrender the notes which he holds, or make any compensation for the improvements made thereon.

Petitioner therefore pray that the said William Lee may be made defendant to this petition and that he may answer the same.

That the agreement aforesaid may be rescinded and held for nul to; that said Lee may surrender up to be cancelled the notes given to him for the purchase money for said premises that he may refund the aforesaid sum of $50. heretofore paid, and that an account may be taken of the value of the improvements made by complainants on the premises, and that said Lee may be compelled to pay the same. That an injunction may be allowed to restrain said defendant from collecting, selling or assigning said notes during the pendency of this petition; and for such other and further relief as equity and good conscience may require and to your honors shall seem meet. And may it please your honors to grant the writ of subpoena.

Doty & Stanton
Solrs for Complts.

The State of Ohio
Union County } ss Personally appeared in open Court ~~Leonard~~
Lancelot B Damon who being first duly sworn according to law says that the facts set forth in the foregoing petition from the information of others he believes to be true, and that the usual other matters and things therein set forth are true in substance and matter of fact.

Lancelot B Damon

Sworn to and subscribed before me this 31st Day of May 1849.
Jas Kirkpatrick Jr Clerk

Wm E. Lee
ads
Lutt & Sanman

Answer in Cly.

Filed December 6. 1849
James Minkado pCK

The answer of Wm E Lee Defendant
to a bill in Chancery filed against
him by Leonard Lott & Leander B
Damron in Mun Com. Pleas
And the said Wm E Lee now comes
and for answer to said bill or so
much thereof as he is advised
is material for him to answer to —
says that it is true that he sold
to the said Complainants the land described
in the title bond referred to in Complainants said
bill. And further answering says that the
said Complainants paid Deft. a note or for other
defendant was to allow fifty dollars in
payments on said land but Deft charges that said
note was in reality worth nothing and that
the same is all Defendant has ever received
from Complainants for said land. Defendant further
states that he holds the notes of Complainants
for the deferred payments as stated in said
bill. And the Defendant now comes and says
As to the fraud charged upon him by Complainants
said bill that he here expressly denies the same.
And Deft says that the circumstances of said
sale are as follows that the Defendant sold
said land bona fide believing at the time that he Deft. had a good title for the same
but since the said sale to Complainants
defendant has learned that he probably
had title to a part only of the said land sold
to Complainants that he Defendant was
deceived in regard to the locality of the said land
in consequence of the different surveys that
had been made of the same. he says
that according one survey the whole of the land in question

if said said survey had been correct
would have belonged to Deft. ~~but by a~~
~~Sur~~ by which survey Deft. was himself de-
ceived as to the exact situation of the
Land. and by a subsequent Measurement
he learns that ~~only~~ he had not little to
the value of the Land said to complainants
but only to a part thereof, and
the Defendant here charges that
upon discovery the supposed mistake aforesaid
that he offered to refund to complainants
the amount they claimed to have paid him
with interest and to deliver up their
notes. and received the contract, but this
very reason proposition complts. rejected.
The Defendant as aforesaid denies all fraud
where with he stands charged. and denies
that the complainants have no cause
of action against him in this form
in as much as they had a full
and complete remedy at law. if they
had any grievances ~~against~~ from Deft.
And the Defendant therefore asks to
have dismissed with his costs and
as in duty bound he will ever
pray &c

Wm E. Lee

By P. Bledsoe his Solr.

Served this writ June 1st 1849 by leaving a certified copy thereof at the residence of the within named Wm E. Lee.

Fees = mileage 30
service 35
copy 10 = 75

Philip Snider Sheriff

Lunas Dolt an
Leander B Dunn
vs
William E Lee
Writ in ch

Filed June 1, 1849
Saml Mitchell clerk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon William E. Lee

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ Forthwith

~~day of~~ — ~~next ensuing~~, to answer a Bill — in Chancery, exhibited

against him by Leonard Lott and Leander B. Damon

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

this writ.

James Kinkade Jr

Witness, ~~JOHN CASSIL~~, Clerk of our said Court, at

the Court House, this 31st day of

May A.D., 1849

James Kinkade Jr Clerk of Common Pleas.

The State of Ohio Union County ss.

To the Sheriff of said County Greeting:

You are hereby commanded to serve this writ upon William Eder if he may be found in your bailiwick. and make return of this writ to our said Court of Common Pleas on the first day of their next Term.

Witness James Kirkadoff clerk of said Court at Marysville this 27. Day of June AD 1849.

James Kirkadoff clerk

Union Com Pleas

Leonard Leff & Lewis B Dawson vs William Eder

Injunction Writ

Injunction allowed
after bail given
James Kirkadoff clerk

Filed July 3. 1849
James Kirkadoff clerk

Service June 29. 1849 by delivering a certified copy thereof to the within named William Eder

Fees = mileage 30
service 35
copy 30 = 95 Philip Wisner Shff

The State of Ohio Union County Ss.

To William E Lee Greeting:

Whereas Leonard Lott and Leander B Damon has lately filed their petition in Chancery in our Court of Common Pleas within and for the said County of Union, against you the said William E Lee, representing that on the 14th day of Sept. 1848 they entered into a contract with you for the purchase of One hundred and fifty acres of land in Virginia Military Survey No. 5646, in said County of Union, and gave their notes to you for the sum of four hundred dollars for part of the purchase money for said premises &c and whereas the said Leonard Lott and Leander B Damon in said petition prays to be relieved touching the premises and that you the said William E Lee may be restrained from collecting or assigning transfering or in any way or manner disposing of the notes in the said petition described during the pendency of this suit &c. or until the further order of the court.

We therefore in consideration of the premises, and of the particular matters in said petition set forth, do strictly ~~order~~ enjoin and command you the said William E Lee that you do absolutely desist and refrain from collecting or assigning transfering or in any way or manner disposing of any and all ~~of~~ of said notes in said petition described, until the further order of our said court.

Witness James Rinkadep Clerk of our said Court of Common Pleas at Marysville this 27. Day of June AD 1849.

James Rinkadep Clerk

P 189

Leonard Sott &
Leander B. Damon
vs
W. P. Lee

Depositions
sealed up and addressed
by me. Nov. 13. 1849
James M. Willemson J.P.

Filed November 13th 1849
James Whitlade Jr Clerk

Office of Leonard Scott
Attorney at Law
Marysville Ohio

Clerk Union Com Pleas
Marysville Marion County
Ohio

Leonard Lott and Leander B Damon
vs
William E Lee

In Union common pleas
In Chancery

Depositions will be taken in this case by the Plaintiff at the office of James Dunn in the Town of Marysville County of Union and State of Ohio On the 13th day of November between 8 AM and 4 o'clock PM.

November 8th 1849.

Leonard Lott and Leander B Damon

Served on me Nov. 7 1849

P. B. Cole Sub.
for Deft.

Depositions of witnesses taken in a cause pending in the Court of Common pleas in Chancery, wherein Leonard Lott and Leander B Damon, are Plaintiffs and William E Lee, Defendant, in pursuance of the Notice hereto attached And at the time and place therein mentioned. J. C. Doughty Counsel for Plaintiff & P. B. Cole Counsel for the Defendant,

James L. Wells of the County of Union of lawful age being first duly sworn by me as hereafter certified, deposes as follows, Question by Plaintiff. } State what you know about a certain Quantity of land sold by Defendant to Plaintiffs, how much and in what survey and to whom the land belonged, state all you know about it.

Answer, I do not know the number of the survey, but it is one that is called the Worthington Survey, entered in the name of Thomas Worthington. it is in Leesburg Township in the County of Union, Ohio, Defendant sold to plaintiffs one hundred and fifty acres as I understood by the plaintiffs and defendant not of the Thomas Worthington Survey. I assisted in running off the land when it was sold by Mr Lee to the plaintiffs

William E. Lee claimed the land as belonging to him at that time, but I have since learned that a part of it belonged to a man by the name of Morrison.

Question by Plaintiff. State the conversation you had with the Defendant at the time the land was surveyed.

by Defendant for Plaintiffs in relation to his title.

Answer. The conversation was had at a time when Esq Wilkinson run a line on said survey, I had had the papers belonging to Henry Timberlake of Virginia in my possession for some few weeks, and had examined them, I became convinced by that examination that said land lay on the west side of the survey. which I told Lee at the time above mentioned and that the land he was then surveying did not belong to him, but that his land lay on the west side of the survey. Mr Lee answered that his land was on the south side of the survey but I told him it was on the west, The Land was run off for the Plaintiffs in the South East corner of the survey. Commencing at the South East corner running northerly Eighty nine rods and then west for quantity

Questions by Plaintiffs. State if you have examined the land since occupied by Plaintiffs and if so state how much land has been chopped off, and cleared, by Plaintiffs and what it is worth to clear the same

Answer. I examined the land some time ago in company with George Walters, I am not able to say the number of acres. We estimated the number of acres but do not recollect the full amount.. I think we made the number of acres entirely cleared off and fenced as from five to six acres. I think we made out the quantity chopped off and part of it was rolled and part not. Seven acres, we estimated the clearing entire at ten dollars an acre and the ballance not entirely cleared at Eight dollars per acre. of this seven acres. There was some four or five acres that was not rolled. Of the buildings. There was an ashery. including a Furnace for

boiling. A Well. & Leaches belonging to the ashery. A Stable and dwelling house, we Estimated the whole improvements made by Plaintiffs on the premises.
at one hundred and Eighty Eight dollars. these improvements were all made on that part as now claimed to belong to Morrison

Question. by Plaintiffs. State if you had at any other time a conversation with Defendant in relation to his title, to the land sold to Plaintiffs, being illegal.. and void, and what Defendant stated

Answer. At the time that the Land was run off to Lotts he had a second Conversation. He (Defendant) asked me. if owning Land in a certain Survey as he did in that. and should sell in a part of the Survey not belonging to him. whether I thought that could be made a State case, All the reply I made I told him that in some cases it might. I had reasons to beleive from the Conversations I had with him that he knew that he had no title to that part of the Land. and the plaintiffs were not present at any of the above conversations And further this deponent. saith not.

James T. Wells

Also Peyton B. Smith of Union County Ohio, and of lawful age being first duly sworn. as hereafter certified. deposes as follows.

Question by Plaintiff. State if you assisted in running said land. When it was and in what part of the Survey it was located. and what Lee Defendant said about it. And if defendant knew he had no title to the same and for whom the land was surveyed. and how much and for whom

Answer. At the request of Henry Timberlake I went out with Mr Lee and others to run the Land. When we came to the Hamilton Corner I told Mr Lee it would be to his advan=tage to stop there. but that was not the corner and we proceeded to run until we came to it as we all agreed Lee Told me that his land begun at the South west. corner of said Survey, he was running off his own Land and I was attending

to it on behalf of Mr Henry Timberlake. I don't recollect how much land there was, I think the time we run it was in January or February 1848 but am not positive, and further this deponent saith not, P B Smith

And also Leonard Lott Jr of Union County Ohio of lawful age, being first duly sworn as hereafter certified deposes as follows

Question by Plaintiff State if you know how much plaintiffs paid for the land to Defendant. State all you know about it,

Answer. they paide fifty dollars down. they bought one Hundred and fifty acres. they paide fifty dollars down and the rest was to be paide in seperate payments one Hundred dollars at a time with interest on it, The price to be paide was three dollars per acre. The contract was made some time in the fall of 1848. I think in September of that year. I think that the Plaintiffs took possession of the premises in September 1848. And further this deponent saith not

Leonard Lott

I, James M. Wilkinson a justice of the peace in and for the township of Paris in the County of Union, Ohio, do hereby certify that the above named James T. Wells, Peyton B. Smith and Leonard Lott were by me first duly sworn to testify the truth, the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed, were reduced to writing by me, and were taken at the time, specified in the inclosed notice and at my office the parties having waived all objections as to the place. In testimony whereof I have hereunto set my hand this 13th day of November in the year 1849

James M Wilkinson J.P.

Fees. 3D Subpoena for 3 Witnesses . 20½
J.P. Writing Depositions 1.10
" Swearing 3 Witnesses 12
Witnesses James T. Wells 50
P. B. Smith 50. Smith's fee paid by Plff
Leonard Lott jr 50

James M Wilkinson J.P.

Mon Com Pleas

Scott & Dunn
vs
Wm & Lee

Bond

Filed June 27. 1849
James Kirkpatrick clerk

Bond

Know all men by these presents that we Leonard Lott, Leander B. Damon William W Woods James E Harriott and James Welsh. are held and firmly bound unto William E Lee in the sum of Six Hundred dollars. to the payment of which well and truly to be made we jointly and severally bind ourselves our heirs Executors and Administrators sealed with our seals and dated this 20th day of June A.D. 1849.

The Condition of the above obligation is such that whereas. the above named Leonard Lott and Leander B. Damon. has obtained an allowance of an injunction in the Court of Common Pleas of Union County Ohio. to Stay and restrain the Said William E Lee. from Collecting or assigning transfering or in any way or manner disposing of the Notes in the petition described during the proceedings of this suit. upon the Complainants. Lott & Damon. or either of them, until the matters in said petition set forth. Can be heard and determined by the Court in equity. Now if the said Leonard Lott and Leander B Damon shall pay all Costs and Charges which shall be decreed against them in Case said injunction shall be disolved, then this obligation shall be void, otherwise in full force and virtue in Law.

L Lott (Seal)
L B Damon (Seal)
W. W. Woods (Seal)
James E Harriott (Seal)
J M Welsh (Seal)

Approved June 27. 1849
James Kirkpatrick clerk

Lemuel Lottier
Leander Dawson
vs
William Lee
In Mercer Common
Pleas — B

Filed February 9. 1850
James Kirkade Jr clerk

15

Leonard Sutton
Leander B Damon
vs
William E Lee

In Union Common Pleas on Chancery

The above case is this day settled by the said parties upon the conditions following the said W. E. Lee gives up the Notes to the said Damon as described in the bill and fifty Dollars in property twenty five in Claims and twenty five in property one hog leach and the said Damon binds himself to hand over to the said W. E. Lee the Letter Bond made and delivered to the said Damon for the land as described in the Bill now pending in Chancery and the papers in the case as filed is to be drawn and no Record made

February 9th 1857.

Costs settled by Plaintiff

Leander B Sutton
L B Damon
Wm E Lee

154

Damon & Scott
vs
Lee

Appeal from Ex Parte
Richard Roe

Costs Bill made
No Record

Recorded

75.00
.50
75.50

72.00
147.00

Court S.

Clay
Ja

Court

Filed May 31. 1849
Jas Thompson Jr clerk

Sept 14/46 Union Ohio

Know all men by these presents that Wm E Lee & Mary his wife do bind themselves to make unto Leonard Lott & Alander Damon a deed of general warranty for the following premises situated in Leesburg township Union County Ohio being part of Survey 20,56,46 beginning at the south East corner of said Survey thence Westward with the Line there of two hundred & seventy poles to two Beeches thence North two degrees East to Eighty eight pole to a Beech thence North Eighty one degrees East two hundred & seventy poles to a State in the Taylor road thence by a Streit line to the begining containing one hundred & fifty acre of Land be some more or Less in consideration of the conditions here after mentioned To Wit that the said Lott & Damon faithfully and punctually pay unto the said Lee four Note of hand of even date here with, viz one hundred dollars on or before the first day of June next one hundred dollars in one years one hundred in two years & one hundred in three years from this date with interest from date all the above parties being of Paris township Union Co Ohio

The said Lott & Dawn to have & to hold the said premises with all the rights privileges & appertainances belonging thereunto from the delivery of this article

As witness our hand & seal

Wm. C. Lu (Seal)

(Seal)

Attest J. B. Lee

Ann Mary, Lee.

No. 49-CH-20

Union Common Pleas Court.

Mary Jenkins
Plaintiff,

AGAINST

Heirs of Lewis Jenkins
Defendant.

NOV 1849

Dower.

Decree for Plaintiff

265

Journal 4 Page 264

Record No. 5 Page 501

Ex. Doc. Page

Mot. for
confirmation
of Report
No report of Com
on file.

Chy. No 44.

Mary Jenkins widow

vs

The Heirs of Lewis Jenkins decd

Cost Bill made
Record,

Recorded

55

Mary Jenkins et al

vs.

The heirs of Lewis Jenkins deceased

Petition for Dower

Filed Jan 2. 1849
Jas Kirkpatrick clerk

Recorded

C Doughty Sol for Complaint

To the Honorable Judges of the Court of common pleas of Union County Ohio in Chancery sitting.

Respectfully represents unto your honors, your Petitioner Mary Jenkins of the County of Union and State of Ohio that on or about the 16th day of November 1826 your petitioner intermarried with Levis Jenkins ~~[illegible]~~ of the County of Licking Ohio that the said Levis Jenkins departed this life on or about 1st day of October 1848 - at the County of Union and State of Ohio where he then resided and where his principal Messuages were situated leaving your petitioner his widow and Louisa Jenkins wife of John Hinkle Levi Jenkins Mary Jenkins, Charles Jenkins Phebe Ann Jenkins Jacob Jenkins his heirs at law and entitled to the next immediate Estate of inheritance in the land and tenements hereinafter mentioned, that the said Levis Jenkins during Coverture with your Petitioner was seized as an Estate of inheritance of the following described Real estate situate in the County of Union and State of Ohio described as follows being the West part of lott No 10 of Survey No 3006 of the Virginia Military District Beginning At a beech and Iron wood being the N West corner of lott No 9 thence N 80 E 97 3/4 poles to a stake thence S 18 E 92 poles to a stake thence N 80 W 17 3/4 poles to a hickory thence N 31 W 94 poles to the beginning containing fifty Acres by the same more or less Acres and also that the said Levis Jenkins during coverture with your petitioner was seized as an Estate of inheritance of the following Real Estate situate in the County of Union and State of Ohio described as follows it being lott No 1 Survey No 2998 Beginning at three Sugar trees and Beech S West corner of the original Survey 150 poles to a Buckeye and Ash

Corner to lott No. 6. Thence S. 79-45 E. with the line of Lott No 6. 150 poles. to a Wallnutt And Read Elm: And other corner No 6. Thence S. 10-15 E. with the line of No 2, sold. to William Hays. 105 poles. to a black Ash - and Elm. to corner to Hays - lott. and the South line of the original. Survey. Thence 79° 45 W. 150. poles. to the beginning Containing 98 acres. be the same More or less. also. That the said Lewis Jenkins. during Coverture with your petitioner was seized. as an Estate of inheritance of the following Real Estate Situate in the County of Union And state of Ohio. described And bounded. as follows:- being part of Survey No - 3006. of the Virginia Military distrct. so usually called Beginning at three Sugar trees And a beech the North West. Corner of said Survey. Thence North 80. E. 267. poles. to a Sugar. And Iron wood. Thence S. 18. East 56½. poles. to a Sugar, And Iron wood. Thence, S 80, West, 252. poles. to a beech. and Iron wood on the West line of said Survey. Thence North 31. West, 61. poles. to the beginning, Containing by Calculation One Hundred, Acres. being the the same conveyed to Mazill by Thomas Johnson. by Deed in which your petitioner is entitled to Dower. According to the Statute in such Case made And provided. your Petitioner therefore prays - process of Subpoena Against the said. Leonard Hinkle and John Hinkle, Levi Jenkins Mary Jenkins Erastus Jenkins Thekla Ann. Jenkins. Jacob Jenkins And that they may upon their corporal Oaths to the best. and utmost of their knowledge. Remembrance information And belief. full. true and perfect Answer make to all. and singular the matters afore said And that on the final hearing 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 to your Honors may seem equitable And your Petitioner shall ever pray.

H C Doughty Solicitor for Complainant.

Mary Jenkins' widow
vs
The Heirs of Lewis Jenkins dec'd

Filed Aug 24 1849
James McMath clk

Served the within writ by reading to Lorinda Henkle, John Henkle, Lewis Jenkins, Jacob Jenkins, Mary Jenkins, Lewis Jenkins, Martus Jenkins & Phebe Ann Jenkins, on the 25 day of June A.D. 1849

Christian Myers

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon Lorenda Hinkle John Hinkle, Levi Jenkins Mary Jenkins, Erastus Jenkins, Pheba Ann Jenkins and Jacob Jenkins - & Lewis Jenkins on the first day of to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ ~~Fourth Monday~~ ~~day of~~ the next term ~~next ensuing~~, to answer a Petition for Dower ~~in Chancery~~, exhibited against them by Mary Jenkins widow of Lewis Jenkins

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

James Kirkpatrick

Witness, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House, this 2d day of June A.D., 1849

James Kirkpatrick Clerk of Common Pleas.

Union Common Pleas

Mary Jenkins Widow
vs
The Heirs of Lewis Jenkins dec'd

Writ to assign Dower

Filed Nov 20, 1849
James Kirkade Jr Clerk

L. C. Daughty

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

We Command you, that without delay, by the Oaths of three Indicious, disinterested men of the vicinity, who are not of kin to either of the parties interested, you Cause to be set off and Assigned to Mary Jenkins, widow of Lewis Jenkins, late of Union County Ohio deceased, One full equal third part of the following real estate, situate in the County of Union and State of Ohio, described as follows, being the west part of Lot No. 10. of Survey No. 3006. of the Virginia Military district, begining at a beech and ironwood being N. west, Corner of Lot No. 9. thence N. 80. E. 97¾ poles to a stake, thence S. 18. E. 92. poles to a stake, thence N. 80 W 77¾ poles to a hickory, thence N. 31. W 94 poles, to the begining, Containing fifty acres, be the same more or less. Also Lot No. 1. Survey No. 2798 begining at three Sugartrees, and a beech S. west Corner of the Original Survey 150 poles to a box elder and Ash, Corner to Lot No 6, thence N. 79. 45. E with the line of Lot No. 6, 150 poles to a walnut and red Elm, and the Corner No. 6, thence S. 10. 15. E. with the line of No. 2, Lot to William Hays. 105 poles to a blue Ash and Elm to Corner to Hays - lott - and the South line of the Original Survey - thence 79. 45. W 150. poles to the begining. Containing 98 acres be the same more or less. Also part of Survey No. 3006. of the Virginia Military district, so usually called, begining at the Sugartrees and a beech the North west Corner of said Survey, thence north 80. E. 267 poles to a sugar and ironwood, thence S. 18. E. 56½ poles, to a sugar and ironwood, thence S. 80. west 252. poles to a beech and ironwood, in the west line of said Survey thence North 31. west 61 poles to the begining Containing by estimation One hundred acres, being the same Conveyed to Maguire by Charles Johnson, by deed, In pursuance of an Order lately made in our said Court of Common Pleas, within and for the said County of Union, in a certain Petition for Dower wherein Mary Jenkins is Petitioner and the Heirs of Lewis Jenkins, respondents: And that in like manner ~~then~~ by the Oaths of the same men, you make a just and true Appraisement of the yearly

Value of said real Estate, after deducting necessary expences;
And that your proceedings in the premises, you distinctly
Certify under your hand to our said Court of Common Pleas,
On the first Day of their next Term;
And have you then there this writ,

Witness James Kirkade jr Clerk of said Court of
Common Pleas, this 30. day of August AD 1847.

James Kirkade jr Clerk,

By the oaths of James Thompson Charles W. White and David Conklin, three judicious, disinterested men of the vicinity, who are not of kin to either of the parties. I have caused to be set off and assigned to the within named Mary Jenkins, as her dower estate, so much of the real estate within described as is contained within the following boundaries, to wit; Begining at a stake in the road S.W. corner to the lot thence with the south line thereof N. 80 E. 185½ poles to a stake oposite a beech on the south side of the road thence N. 15. W. 56 poles to a stake in the line of William Hays land being the original line of the survey thence with ~~the~~ said line S. 80. W. 205 poles to the original N.W. corner of the survey. thence with the west line thereof S. 31. E 61 poles to the begining. containing sixty eight acres. Also laid out a passway from the road on the south line ~~of the~~ lot begining at a stake 99 poles from the S.W. corner from thence running N. 1. W. to the south line of the lot of 98 acres in survey No. 2998. the above described lot being the entire dower of the said Mary Jenkins in the 3 lots named in this writ: being part of surveys No 3006., 2998 and 50 acres of 3056 which will more fully appear reference being had to surveyors plat which is herewith filed. And by the oaths of the same men

the yearly value of the real estate within described. estimating the same from the 2nd day of June 1849 to the 8th day of September 1849 is justly and truly appraised at $76.20 after deducting necessary expences.

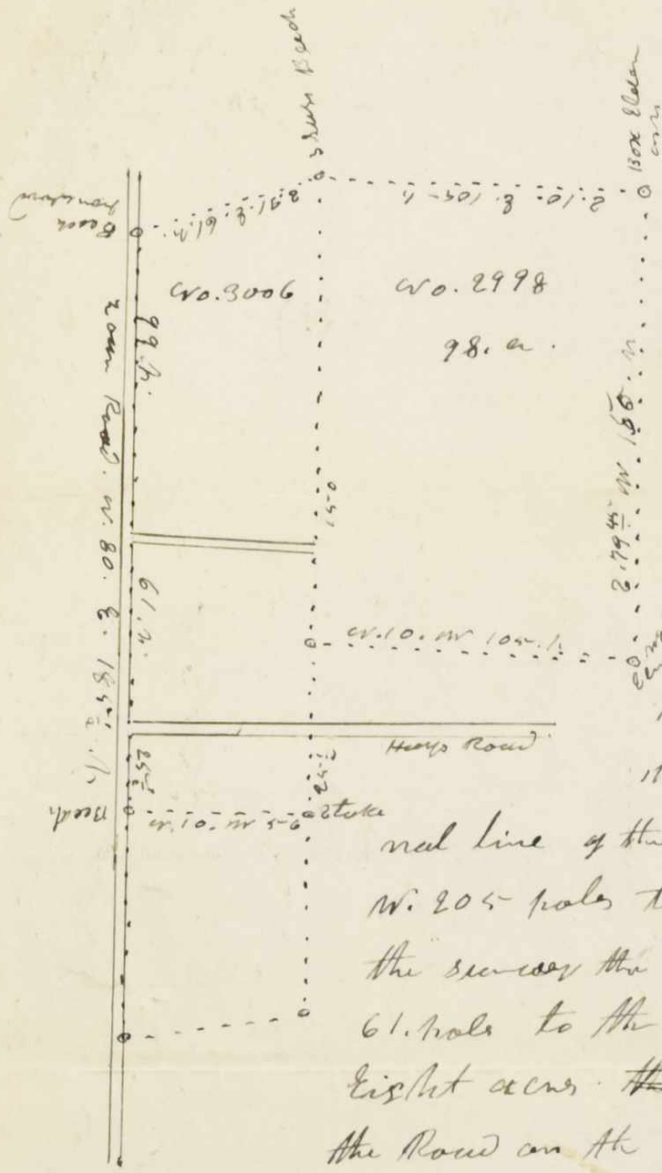
September 8th 1849

Fees = Sheriff = mileage 50
inquest 1.00
Service 35
Commissioners 3.00
Surveyor 2.00

Philip Snider Sheriff
of Union County

198
50
248
68
180

Filed Nov. 20. 1849
L Knittade for clerk



Surveyed under a writ of Dower by order of the Sheriff of Union County Ohio to set of Dower to Mary Jinkins widow of Lewis Jinkins late of sd state & County and set of the same on Survey No. 3006 as follows Beginning at a stake in the Road S.W. Corner to the lot then with the south line thereof N. 80. E. 185½ poles to a stake opposite a Beech on the South side of the Road then N. 10. W. 56. poles to a stake in the line of William Hays land being the original line of the Survey then with sd line S. 80. W. 205 poles to the original N. W. Corner of the survey thence with the West line thereof S. 31. E. 61. poles to the beginning Containing Sixty Eight acres. ~~The~~ and also laid out a passway from the Road on the South line of the lot beginning at a stake 99 poles from the S. W. Corner from thence running N. 1. W. to the South line of the lot of 98. acres in survey No. 2998. the above discribed lot being the entire Dower of the sd Mary Jinkins in the three lots named in the sd writ being part of Survey No. 3006 .. 2998 and 50. acres of 3006 which will more fully appear on the above plat September 8th 1849.

Wm. B. Brown Cont. Surveyor
U.C.O

fees $2.00

Chancery Case File

Case No. 1849-CH-0021

No. 49-CH-21

Union Common Pleas Court.

Samuel Tyler
Plaintiff,

AGAINST

Timothy Elwell et al
Defendant.

NOV 1849

Partition

Decree for Plaintiff

Journal 4 Page 264

Record No. 5 Page 496

Ex. Doc. Page

Ch. No. 46.

Samuel Tyler
vs
Timothy Elwell et al

Assignment of Dower & proceedings & Comm. & partition & cons. for Election

Cost Bill made
Record

Recorded

in said premises; or if it shall appear that partition of said lands and tenements cannot be without manifest injury be made, then the same may be surveyed and sold, or other proper order taken in that behalf, pursuant to the statute in such case made and provided.

Yours Allison & Curry
Attys for Pet.

57

In Union Com. Pleas

Samuel Tyler

vs

Timothy Elwell et als

Pet. for Partition

Filed June 11. 1849
James Kirkpatrick Jr Clerk

Allison & Curry

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

Your Petitioner Samuel Tyler of the County of Union aforesaid respectively represents that he has been regularly appointed by said Court Guardian of his minor children Cynthia Tyler, Abi Tyler, & Samuel R Tyler, all of the County aforesaid; that his said wards have a legal right to, and are seized in fee simple of one undivided seventh part, or one twenty first part each, of a certain tract or parcel of land, with the appurtenances, lying and being in the said County of Union and the adjoining County of Champaigne, part of Survey No. 7822 and bounded as follows, to wit, on the north by the land of Dixon Mitchell, on the East by the lands of James Coolidge, Samuel M Daniel and Oziel Lapham, on the South by the lands of Oziel Lapham and John M Daniel and on the West by the land of Wm Gifford, containing five hundred and sixty acres more or less. That the said wards derive title by inheritance from their deceased mother who was a daughter of Samuel Reed deceased, who was seized in fee simple of the premises aforesaid at the time of his death, and who died intestate. And your Petitioner further represents that the following persons are Coparceners with his said wards in the said premises, to wit, Lunsford Elwell and Sarah Elwell his wife (formerly Sarah Reed) of the County of Union aforesaid, who own one undivided seventh part of said premises; Peter Bland and Elizabeth Bland his wife (formerly Elizabeth Reed) of the County of Union aforesaid who, also own one undivided seventh part; Amos J. S. Kist and Phila M. Kist his wife (formerly Phila M Reed) of the County of Champaigne aforesaid, who also own one seventh part; & Emily Reed, Marietta Reed and Rosannah Reed of the said County of Champaigne each one seventh part. The last two of whom are minors. The said Amos J. S. Kist being their Guardian. Your Petitioner makes the persons above named as Coparceners with his said wards, defendants to this Petition. And your Petitioner further represents that he is entitled to the interest of a tenant by the Curtesy, in the interest of his said wards, and that Jane Miller of the said County of Union (who was formerly Jane Reed) widow of Samuel Reed deceased and whom your Petitioner prays may be made a defendant to this Petition is entitled to dower in said premises. Your Petitioner therefore, desiring to hold his said interest and the interest of his said wards in severalty, prays that partition of said lands and tenements may be made, and that the dower of the said Jane Miller may be assigned

In Union Com Pleas

Samuel Tyler

vs

Timothy Olmell et al

Proof of Publication

Filed August 14. 1849
James Kirkpatrick clerk

In Union Common Pleas.

Samuel Tyler vs. Timothy Elwell, et als. } PETITION for PARTITION

TIMOTHY ELWELL & Sarah Elwell his wife, Peter Bland & Elizabeth Bland his wife. Amos T. S. Kist & Phila M. Kist his wife, Emily Reed, Mariah Reed, Rosannah Reed, and Jane Miller, formerly wife of Samuel Reed, deceased, will take notice that a petition was filed against them on the 11th day of June, A. D., 1849, in the Court of Common Pleas of Union county, Ohio, by Samuel Tyler, Guardian of Cinthia Tyler, Abi Tyler, and Samuel R. Tyler, and is now pending, wherein the said Samuel Tyler demands partition of, and assignment of dower, in the following real estate lying and being in the counties of Union and Champaign, Ohio, being part of Survey No. 7822, and bounded as follows, to wit: on the north by the land of Dixon Mitchell, on the east by the lands of James Coolidge, Samuel McDaniel, and Oziel Lapham, on the south by lands of Oziel Lapham, and John McDaniel, and on the west by the land of Wm. Gifford, containing 560 acres more or less, and that at the next Term of said Court application will be made by the said Samuel Tyler, Guardian as aforesaid, for an order that partition may be made of said premises and the dower of said Jane assigned therein.

ALLISON & CURRY,
Att'ys for Petitioner.

Attest JAMES KINKADE, Jr., Clerk.

June 13, 1849. n2w6

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 13th day of June A.D. 1849 and for 6 consecutive weeks 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 Kinkade clerk

In Union Com Pleas

Mariah Reed
et al

vs

Samuel Tyler

Answer of Guardian
ad Litem

Filed Aug 14, 1849
J Kirkpatrick clerk

The answer of Mariah Reed, and Rosannah Reed, who are minor children, two of the defendants to the petition of Samuel Tyler, exhibited against themselves and others in the Court of Common Pleas of Union County, Ohio.

By R Clark P Their Guardian ad Litem.

The said defendants by R Clark their Guardian ad Litem answering say that they are ignorant of the matters and things alleged in the Petition of the said Samuel Tyler, and know of no reason why Partition should not be made as prayed for, But only upon the protection of the Court, and having thus answered they pray to be dismissed &c.

Mariah Reed
Rosannah Reed
By R Clark P
Their Gardian ad Litem.

Witness James Kirkade Jr Clerk of said Court of Common Pleas. at Marysville the 22nd Day of August AD 1849

James Kirkade Jr Clerk.

I executed this writ by the oaths of the within named William B. Irwin, Elephas Burnham and Christopher Branston. whose report is here= with filed, October 29. 1849

Fees = mileage 40
Service 1.00

Philip Snider Sheriff

Union Common Pleas

Samuel Fyler
vs
Timothy Elwell et al

Writ of Partition

Filed Nov. 20, 1849
J. Kirkade Jr Clk

Costs Paid

Recorded

Allison & Curry.

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, Elephas Burnham and Christopher Cranston, you cause Jane Miller, to be endowed of one full Equal third part of the following real estate to wit a certain tract or parcel of land, with the appurtenances, lying and being in the said county of Union and the adjoining County of Champaign, part of Survey No. 7822 and bounded as follows to wit, On the North by the land of Dixon Mitchell On the East by the lands of James Cooledge, Samuel McDaniel and Oziel Lapham - On the South by the lands of Oziel Lapham and John McDaniel, and on the West by the land of Wm. Gifford, containing five hundred and sixty acres more or less. And also that in like manner and by the like Oaths of the same William B Irwin, Elephas Burnham and Christopher Cranston, 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 Cynthia Tyler, one-equal twenty first part, to Abi Tyler one equal twenty first part and to Samuel R Tyler one equal twenty first part, the said three twenty first parts to be subject to the Curtesy, of Samuel Tyler, to Timothy Elwell and Sarah Elwell his wife, one equal one seventh part, to Peter Bland and Elizabeth Bland his wife one equal seventh part, to Amos J. S. Kist and Philomelia M Kist his wife one equal seventh part, to Emily Reed one equal seventh part, to Maria Reed one equal seventh part, and to Rose Ann Reed one equal seventh part, in pursuance of an Order lately made in our said Court of Common Pleas, within and for the said County of Union, in a certain Petition for Partition, wherein Samuel Tyler is petitioner and Timothy Elwell et als, are defendants, and that you proceedings in the premises, you distinctly certify, under your hand to our said Court of Common Pleas, within and for the said County of Union, on the first day of their next term, together with this writ.

Samuel Tyler
vs
Timothy Ellwell et als

Commissioners Report

Filed Nov. 20. 1849
Ja. Reikade p. ell

3 N.O
376½ Acres.
Zoo Ai
Dawson

In obedience to a writ of partition issued by the Court of Common pleas for Union County Ohio to make partition of survey No 7822 among the Heirs of Samuel Reed dec we the undersigned Commissioners named in sd writ would report that after being duly sworn by the Sheriff of sd County we have on actual view and survey of sd land named in sd writ ascertained the Survey to Contain 5 76 acres and are of opinion it will not bear partition as ordered in sd writ we therefore appraise the sd survey to be worth $18.00, per acre amounting to $10 377. dollars we also set off to Jane Reed as her dower in sd land 200. acres Bounded as follows Begining at a stone in the line of Samuel McDonalds Heirs Corner to Edward Cranston then N. 30. E. 6. p. then N. 83. W. 79½ p to a B.O then N. 2½. W 142. p. to a B.O then S. 38. W. 10. p then N 83. W. 175½. p then S. 30. W. 145. p. then S. 83. E. 341½. p to the Begining which Dower we estimate to in number the Land $1000 dollars making the Land with the improvements on it worth 9 377. dollars all of which will appear on the plat here with returned given under our hands this 29th day of October 1849

William B. Irwin
Eliphas Burnham
Christopher Cranston
Commrs.

Fees in the above Case

Eliphas Burnham three days as Commrs	$3.00
Chris to pher Cranston " " " "	3.00
William B. Irwin 2 days sen surveying	4.00
1 day Commission	1.00
Plating and recording	1.00
	$12.00

Quality Fyles	1/21	446,523	1 337.5/1
Ash Fyles	1/21	446,523	446,523
Almond Fyles	1/21	446,523	
To Hamel Blackstock			
Joseph Estes	1/7	1 337.5/1	
To Elizabeth Mercer			
Peter Stokes	1/7	1 337.5/1	
Nathaniel M. Fitzhugh		1 337.5/1	
To Samuel Lee	1/7	1 337.5/1	
To Moses Lee	1/7	1 337.5/1	
To Ann Lee	1/7	1 337.5/1	
		9 375.75	

Union County Com. Pleas November Term 1849

Samuel Tyler
vs
Timothy W. Elwell & al } Partition

We the undersigned parties in this case consent that the in Elwell may take the land in the petition described at its appraised value.

Amos. T. S. Tosit
for himself & guardian for
Mariah Reed &
Rose Ann Reed.
Peter Blanc
Allison & Amon attys for compts
Emily Reed

Widow		$ 1000.	7/9377.
Cynthia Tyler	1/21	446,523	1339,57.
Abi Tyler	1/21	446,523	446,523
Samuel R Tyler	1/21	446,523	
To Sarah Elwell wife of Timothy Elwell	1/7	1339.571	
To Elizabeth Blanc wife of Peter Blanc	1/7	1339.571	
Philomelia M Rist wife of Amos T. S. Rist	1/7	1339.571	
To Emily Reed	1/7	1339.571	
To Mariah Reed	1/7	1339.571	
To Rose Ann Reed	1/7	1339.571	
		9376,995	

Chancery Case File

Case No. 1849-CH-0022

No. 49-CH-22

Union Common Pleas Court.

John L Bryano
Plaintiff,

AGAINST

Wm E Lee et al,
Defendant.

Nov 1849.
Partition
Decree for pltf.

Journal 4 Page 257

Record No. 5 Page 478

Ex. Doc. Page

Chy. No 48.

John L Bryan
vs
William E. Lee et als

Report
for confirmation

Report of Commissioner
Northern Neck
Nov. 7. 1849

Cost Bill made
Record

Recorded

desiring to hold his said interest in severalty, prays that partition of said lands and tenements may be made, and that his interest in the same may be set off to him in severalty, or if it shall appear that partition of said lands and tenements cannot without manifest injury be made; then that the same may be sold, or other proper order taken in that behalf pursuant to the statute in such case made and provided.

By Allison & Curry,
His Attorneys.

Union Common Pleas.

Arthur N. Boyan
vs.
William G. Lee, et al.

Petition for Partition

Filed June 25, 1849
James Kirkpatrick Clerk

Certified Copy

Recorded

Allison & Curry,
Atty's for Petitioner.

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

Your Petitioner John L. Bryan, of the County of Licking in the State of Ohio, represents that he has legal right to and is seized in fee simple of the following real estate, to wit: a lot or tract of land, situate in the County of Union, in the State of Ohio, and in the Virginia Military District, and bounded and described as follows: part of Survey No. 5646 in the name of Thomas Worthington, beginning at two Sugartrees the original S. W. Corner of said Survey, and N. W. Corner to Falvey Fraser's Survey No. 3690; Thence with the West line of said Survey No. 5646 N. 7° E. 310 poles to two hickories and a lynn; Thence with the North line of said Survey No. 5646, S. 83° E. 215 poles to stake the N. W. Corner to land of Ambrose Cross; Thence S. 7° W. 310 poles to a stake, the S. W. Corner to land of James H. Morrison; Thence N. 83° W. with the South line of said Survey No. 5646 215 poles to the beginning.

Your petitioner further represents that said Survey No. 5646 was patented to Daniel Bedinger, assignee, who by his last will duly authenticated, devised the same, together with several other Surveys, tracts, and parcels of his real estate, situated in Madison and other Counties in the State of Ohio, to his son Edwin Gray Bedinger; That afterwards the said Edwin Gray Bedinger died intestate, leaving as his heirs several living brothers and sisters, and the children of several deceased sisters, among which last were your petitioner and his sister Sarah R. Bryan, who through their deceased Mother Mary Bryan (formerly Mary Bedinger, sister of said Edwin Gray Bedinger) inherited one eighth part of said lands of said Edwin Gray Bedinger; That such legal proceedings were heretofore had in the Court of Common Pleas of the County of Madison in the State of Ohio that partition of the lands which descended as aforesaid from said Edwin Gray Bedinger was made legally by order of said Court among his said heirs, in which partition said premises hereinbefore described by metes and bounds was set off and assigned to your petitioner and his said Sister Sarah R. Bryan as and for their share of said lands which descended as aforesaid from said Edwin Gray Bedinger; that afterwards the said Sarah R. Bryan sold and conveyed her undivided interest in said premises hereinbefore described by metes and bounds to Richard Timberlake and Henry Timberlake, who afterwards sold and conveyed the same to William E. Lee and James Lee.

Your petitioner further represents that said William E. Lee and James Lee are tenants in common with your petitioner in said premises hereinbefore described by metes and bounds.

Your petitioner therefore,

In Union Com Pleas

John L Bryan

vs

Wm E Lee et al

Proof of Publication

Filed August 14. 1849

James Kirkade p clerk

Union County Common Pleas.

John L. Bryan, vs. William E. Lee, et al. } PETITION for PARTITION.

THE said William E. Lee, and James Lee, will take notice that a petition was filed against them on the 25th day of June, A. D., 1849, in the court of common pleas in and for the county of Union and State of Ohio, by John L. Bryan, and is now pending, wherein the said John L. Bryan demands partition of the following real estate, situate in Union co., Ohio, and bounded and described as follows: Part of Survey No. 5646 in the name of Thomas Worthington, beginning at two sugartrees the original S w corner of said survey, and N w corner to Falvery Frazer's survey No. 3690; thence with the west line of said survey No. 5646 N 7 E 310 poles to two hickories and a lynn; thence with the north line of said survey No. 5646 S 80 E 215 poles to a stake the N w corner to land of Ambrose Cross; thence S 7 w 310poles to a stake the S w corner to land of Jas. H. Morrison; thence N 83 w with the S line of said survey N 5646 215 poles to the beginning; and that at the next term of said court application will be made by the said John L. Bryan for an order that partition may be made of said premises.

ALLISON & CURRY,
Sols. for Petitioner.

June 25, 1849. n4w6

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 25th day of June 1849 and for ~~seven~~ ~~them~~ six consecutive weeks thereafter in a newspaper called the Argus, and Union County Advertiser (of which he is the Editor) at and during that time printed in the County of Union, and in general circulation therein.

P B Cole

Sworn to and subscribed in open Court this 14th day of August 1849

James Kirkpatrick p Clerk

Union Common Pleas

John L Bryan
vs
Mrs Eden Mas
Writ of Partition

Filed Nov 20. 1849
Otho Mack C C P

I executed this by the oaths of the within named William B. Irwin, Joshua Marshal and James Turner whose report is herewith filed. November 1st 1849

Fees = mileage 50
Service 1.00

Philip Snider Sheriff

The State of Ohio Union County Ss.

To the Sheriff of Union County Greeting:

We Command you, that without delay, by the oaths of William B Irwin, Joshua Marshall and James Turner, you Cause partition to be made of the following real estate to wit: a lot or tract of land situate in the County of Union in the State of Ohio, and in the Virginia Military District, and bounded and described as follows: part of Survey No. 5646 in the name of Thomas Worthington, begining at two sugartrees the Original S. W. Corner of said Survey, and N W Corner to Falvey Fragers Survey No 3690; thence with the west line of said Survey No 5646, N. 7° E. 310 poles to two hickories and a Lynn; thence with the north line of said Survey No. 5646, S. 83, E 215 poles to stake the N. W. Corner to land of Ambrose Cross; thence S. 7° W 310 poles to a stake, the S. W. Corner to land of James H Morrison; thence N. 83° W. with the South line of said Survey No. 5646, 215 poles to the begining; among the following persons and in the following proportions to wit to John L Bryan, the One Equal half part, and to William E Lee and James Lee the remaining One Equal half part. In pursuance of an Order lately made in our said Court of Common Pleas, within and for the said County of Union, in a certain Petition for Partition wherein John L Bryan is petitioner and William E Lee et als are defendants; and that your proceedings in the premises, you distinctly certify under your hand to our said Court of Common Pleas within and for said County of Union, on the first day of their next Term. Together with this writ.

Witness James Kirkpatrick Clerk of said Court at Marysville the 28th day of August AD 1849.

James Kirkpatrick Clerk.

cross and Morrison then N. 82 W. 218. pole to 3 ashes & Hickories in the West line of the Survey S. W. Corner to John L. Bryants part of the survey then with the 3d West line S. 8. W. 176 poles to 2 Poison trees the orig a nal S. W. Corner to the survey then with the N. line of Galveny Frazers survey No. 3691. S. 82. E. 218 poles to a Beech & and 2 Black ashes S. W. Corner to Morrisons part of the survey then with his line N. 8. E. 176. poles to the be gin ing. all of which will appear on the annexed Plat November 1st 1849.

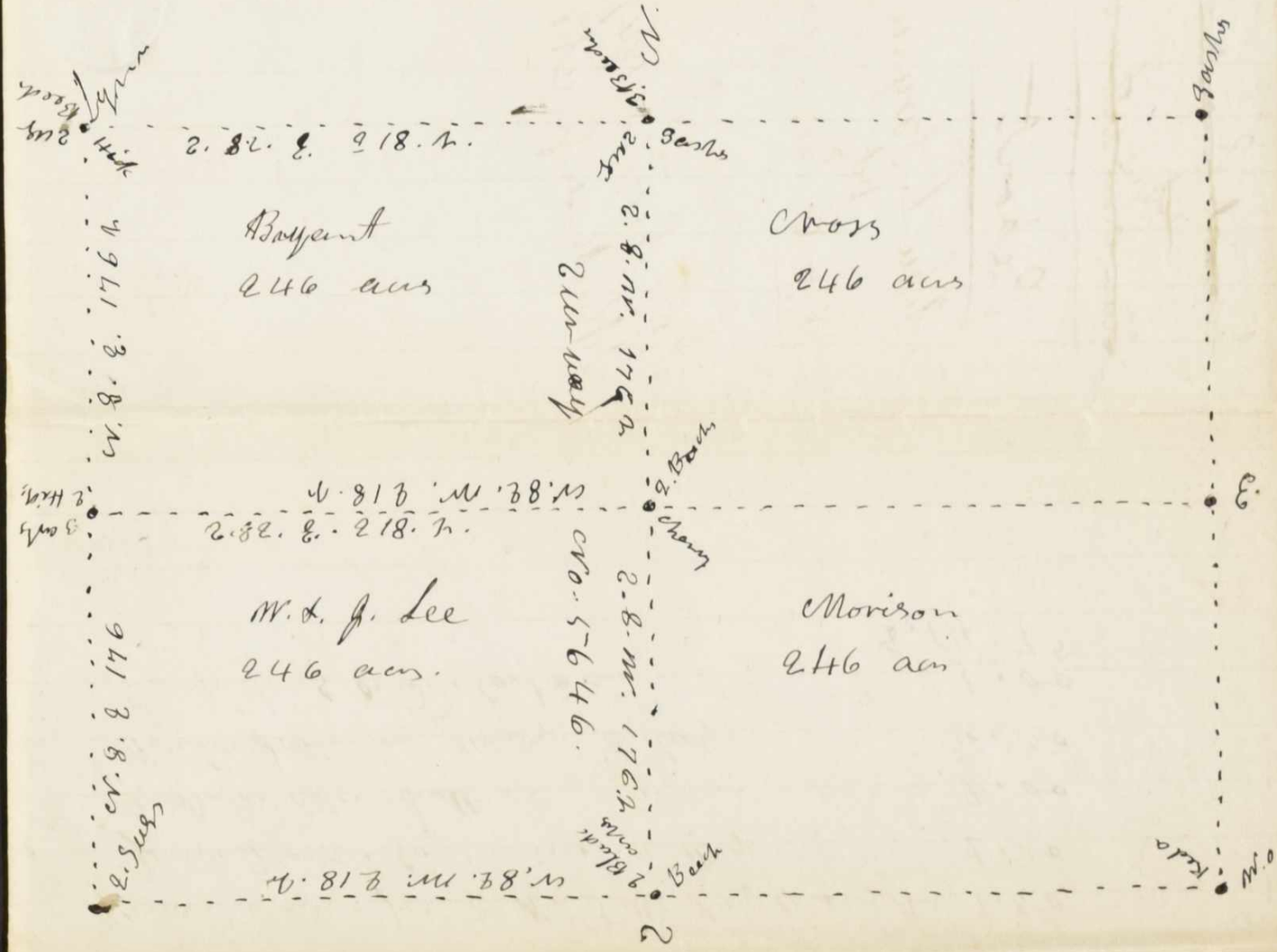
William B. Irwin
Joshua Marshall
James Irwin
Commissioners

Fees in the a bove Case
Thomas J. Wells to Carry ing Chains and markers.
3 days. D. 2.25.

James Irwin & Joshua Marshall 2 days Carrying Chains	1.50
James Irwin Commissioner 2 days	2.00
Joshua Marshall " " "	2.00
Wm. B. Irwin Com surveyor 2 days	6.00
To plating and re Cording	1.00
	D. 14.75

Commissioners
To
John L. Northington et al
Report
John L. Bryant
vs
Wm E. Lee et al

Filed Nov. 20. 1849
Thos Rack fr Clk



We the undersigned Commissioners in a writ of partition issued at the August term of the Court of Common pleas for union County state of ohio to make partition of the west half of survey No 5646. Report that after being sworn by the Sheriff of sd County on carefull view and survey of the land named in sd writ have set of to John L. Bryant as his equal half of sd land 246 acrs bounded as follows Beginning at a Sugar Hick & sycamore orig a nal N. W. corner to the survey then with the North line of the survey S. 82. E. 218 poles to 3 Beeches & 3 ashes corner to crosses part of the survey then with his line S. 8. W. 176 poles to cross & Morrises Corner then N. 82. W. 218 poles to 3 ashes & 2 Hicks in the West line of the survey then with sd line N. 8. East 176. poles to the beginning

We set of to William E. Lee and James Lee as their equal half of the West half of sd survey No. 5646 246 acrs Beginning at a cherry and 2 Beeches Corner to

No. 49-CH-23

Union Common Pleas Court.

Silas H Cleveland et al
Plaintiff,

AGAINST

Addison Osborn et al
Defendant.

MAY TERM, 1850

Dower

DECREE FOR PLAINTIF

Journal 4 Page 301

Record No. 6 Page 338

Ex. Doc. Page

Chy No ~~20~~: 35

Silas H Cleveland &
Mary W. Cleveland
vs
Adism Osborn et als

Order for assign
ment of Dower

Assignment of Dow
confirmed May 7, 1850

Cost Bill made
Record

Recorded

Osborne, Octavia Osborne, and Josiah Osborne 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 petitioners, and that they may have such other and further relief in the premises as shall seem equitable.

By Allison & Curry,
Their Solicitors.

The Clerk will please issue subpoenas to the Sheriffs of Logan and Marion Counties, for Addison Osborne Margaret Osborne, Elizabeth Osborne, Octavia Osborne, and Josiah Osborne.

Allison & Curry
Sols. for petitioners

Dated June 26th 1849 Eo

Union Common Pleas

Silas H. Cleveland & Mary M. Cleveland
vs.
Addison Osborne, et als

Petition for Dower

Filed June 26, 1849
Jas. McKee Rudy Clerk

Recorded

Allison & Curry
Sols. for petitioners.

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

Silas H. Cleaveland and Mary W. Cleaveland his wife (formerly Mary W. Osborn) both of Marion County Ohio, represent to the Court that Marquis L. Osborn, late of Union County Ohio departed this life on or about the day of A. D. 1841, leaving the said Mary W. his Widow, and leaving Addison Osborne, Margaret Osborne, Elizabeth Osborne, Octania Osborne, and Josiah Osborne, who reside in the counties of Logan and Marion in the State of Ohio, and all of whom are Minors, his heirs and legal representatives; — That the said Marquis L. Osborne during coverture with your petitioner the said Mary W. was seized as an estate of inheritance of the following real estate, to wit: Virginia Military Survey No. 10945 in the name of Robert Green, situate in said Union County, and Virginia Military Survey No. 13,427 in the name of James Galloway situate in said County of Union, bounded and described as follows: Beginning at three beeches North Corner to the Representatives of Rowland Madison's Survey No. 9917; thence N. 78° E. 322 poles to two ashes and a beech; thence S. 12° E. 134 poles crossing Rush Creek to two buckeyes, a beech, and sugartree, in the line of James Berwick's Survey No. 9918; thence with his line S. 78° W. 328 poles to two white oaks in the line of said Madison's Survey; thence with said line correcting the course thereof N. 9½ W. 134 poles crossing the creek to the beginning, except sixty five acres and ~~fifty~~ two poles in said Survey No. 10945 formerly sold by said Osborn to David Cunningham and one half an acre in said Survey No. 13427 formerly sold by said Osborn to School District No. — and also excepting Lots in the Town of Arbela numbered fifteen (15) sixteen (16) seventeen (17) ~~Twenty~~ (20) twenty two (22) Twenty four (24) Twenty five (25) Twenty seven (27) Twenty eight (28) and Twenty Nine (29) formerly sold by said Osborne to various persons; on all of which lands your petitioner the said Mary W. is entitled to Dower. Your petitioners further state that on or about the first day of June A. D. 1849 they in a peaceable manner requested the said heirs of Marquis L. Osborn deceased to assign reasonable dower in said premises to your petitioner, which they refused to do. Your petitioners therefore pray that the said Addison Osborne, Margaret Osborne, Elizabeth

Filed Decr. 24. 1849
J Kinkade Jr Clk

Silas H Cleaveland & wife
vs
Addison Osborn et als

Decree for Dower

Issue writ of Dower to Sheriff of Union County

To Jas Kinkade Jr Clerk

Allison & Cravens
Solts for Complt

Union Com. Pleas

Silas H Cleaveland
& Mary W. Cleaveland
vs
Addison Osborne
et als.

Sub in Chy

Filed July 3. 1849
Jal Kirkade jr clerk

Recd

Post by L L & C. 10

This writ is not issued for want of sufficient Pers to
which add &c be about $3.00
David Allen Sheriff Union Co. O July 29 1849

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of ~~Union~~ Marion, Greeting:

We command you to summon Addison Osborne, Margaret Osborne, Elizabeth Osborne, Octavia Osborne and Josiah Osborne,

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 for Dower ~~in Chancery~~, exhibited against them by Silas H Cleaveland and Mary W. Cleaveland

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

Witness, ~~JOHN CASSIL~~ James Kirkadee, Clerk of our said Court, at the Court House, this 26th day of June A.D., 1849

James Kirkadee Clerk of Common Pleas.

Union Com. Pleas

Silas H Cleaveland
& Mary W. Cleaveland
vs
Addison Osborne et al

Subpoena

Filed July 11. 1849
James Kirkpatrick Clk

Rec'd

July 6 th 1849 Personally served the within subpoena on the within named Addison Osborn & Elizabeth Osborn & Elizabeth Osborn and the wife Margaretta Osborn & Clara Osborn and Jonas Osborn that I found

Fees Serv 55
40
2 Copy
Mileage 100 1.95

Jonas Earl Sheriff
by G. Q.

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of ~~Union~~ Logan, Greeting:

We command you to summon Addison Osborne, Margaret Osborn, Elezabeth Osborne, Octavia Osborne and Josiah Osborne

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 for Dower ~~in Chancery~~, exhibited against them by Silas H. Cleaveland and Mary W. Cleaveland

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

Witness, ~~JOHN CASSIL~~ James Kirkadeff, Clerk of our said Court, at the Court House, this 26th day of June A.D., 1849

James Kirkadeff Clerk of Common Pleas.

Union Com. Pleas

Silas H. Cleveland &
Mary W Cleveland
vs
Adison Osborne & Ors
Ent in Ch

Filed Aug. 3. 1849
James Kinkade jr clerk

Received

Post by a+e. 10/

Counter this writ on the 30th day of July 1849 by leaving a copy of the within & attached petition & notice to Adison Osborne & Sarah Osborne at their Dwelling house

David Olen Sheriff U. C. O. P.
Sheriff's Fees
Serving 50
Copy 20
Return 10
$1.80

THE STATE OF OHIO, UNION COUNTY, SS,

To the Sheriff of the County of ~~Union~~ Marion Greeting:

We command you to summon Addison Osborne, Margaret Osborne, Elizabeth Osborne, Octavia Osborne and Josiah Osborne, 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 for Dower ~~in Chancery~~, exhibited against them by Silas H. Cleveland and Mary W. Cleveland,

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

James Kirkadep

Witness, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House, this 20th day of July A.D., 1849

James Kirkadep Clerk of Common Pleas.

Union Com. Pleas

Silas H Cleveland &
Mary W Cleveland
vs
Adison Osborne et al

Writ for Dower

Fees = Sheriff, Service 1.00
mileage 1.00
Surveyor W. B. Irwin 5.00
Commissioners " " " 1.00
Jason Chapman 1.00
John Chapman 1.00
Chain carriers " " .75
Jason Chapman .75

Philip Snider Sheriff

Recorded

Filed April 18, 1850
James Kirkade Jr CR

Cost Bill made
Recorded

Allison Hey Solafu
Compts

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

We command you, that without delay, by the Oaths of three judicious, disinterested men of the vicinity, who are not of kin to either of the parties interested, you cause to be set off and assigned to Silas H. Cleveland and Mary H. Cleveland, One full equal third part of the following real estate, to wit, Virginia Military Survey No. 10945 in the name of Robert Green, situate in said Union County, and Virginia Military Survey No. 13427 in the name of James Galloway situate in said County of Union, bounded and described as follows, begining at three beeches North Corner to the Representatives of Rowland Madisons Survey No. 9717; thence N 78° E. 322 poles to two ashes and a beech thence S. 12° E. 134 poles crossing Rush creek to two buckeyes a beech, and Sugartree, in the line of James Berwick's Survey No 9918; thence with his line S. 78° W 328 poles. to two white Oaks in the line of said Madisons Survey; thence with said line correcting the course thereof N 9½ W 134 poles crossing the creek to the begining. Except Sixty five acres and fifty two poles in said Survey No. 10945 formerly sold by said Osborn to David Cunningham and One half an acre in said Survey No 13427 formerly sold by said Osborn to School district No — and also Excepting Six lots in the town of Arbetia numbered fifteen (15) Sixteen (16) Seventeen (17) twenty (20) twenty two (22) twenty four (24) twenty five (25) twenty seven (27) twenty eight (28) and twenty nine (29) formerly sold by said Osborne to various persons, in pursuance of an Order lately made in our said Court of Common Pleas, within and for the said County of Union in a certain petition for Dower, wherein the said Silas H. Cleveland and Mary H. Cleveland are petitioners and Adison Osborne & others respondents; and that in like manner, by the Oaths of the same men, you make a just and true appraisment of

the yearly value of said real Estate, after deducting necessary expenses; and that your proceedings in the premises, you distinctly certify under your hand to our said Court of Common Pleas, on the first day of their next term:

And have you then there this writ.

Witness James Kirkadepr Clerk of said Court of Common Pleas this 26. day of December A.D. 1849.

James Kirkadepr Clerk.

By the oaths of William B. Irwin Jason Chapman and John Chapman three judicious, disinterested men of the vicinity, who are not of kin to either of the parties, I have caused to be set off and assigned to the within named Silas H. Cleveland and Mary W. Cleveland as their Dower estate, so much of the real estate within described as is contained within the following boundaries, Begining at a Beech Hickory and Elm S. E. corner to a lot owned by David W. Cunningham in the south line of the survey, thence with said line N. 78. E. 80 poles to a beech and stone, thence N. 12. W. 134 poles to a stake 2 beeches and an Iron wood in the N. line of the survey thence with said line S. 78. W. 80 poles to said Cunningham's N. E. corner, thence with his line S. 12 E. 134 poles to the begining, containing sixty seven acres. And by the oaths of the same men, the yearly value of the real estate within described estimating the same from the 26th day of June 1849 to the 11th day of April 1850 is justly and truly appraised at twenty five dollars, after deducting necessary expences.

April 11th 1850

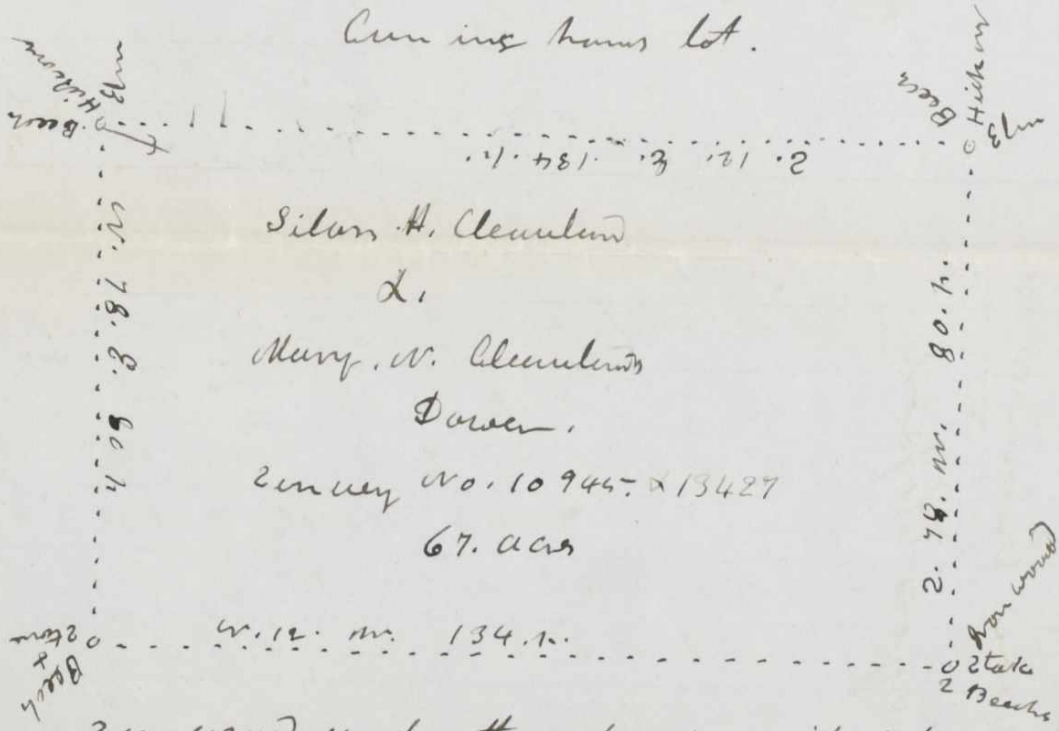
Philip Snider Sheriff.
Union County. Ohio

Silas H. Cleveland
& Mary W. Cleveland
vs
Adison Osborn et als

Surveyors Report

Recorded

Simeon Ryan



Surveyed under the order of a writ of Dower Served by the Sheriff of Union County ohio on the 11th day of April 1850 as the Dower of Silas. H. Cleveland & Mary H. Cleveland. the following lot of land being part of Survey No. 10945 & 13427 Beginning at a Beech Hickory and Elm S. E. Corner to a lot owned by Cunningham in the South line of the Survey then with Sd line N. 78. E. 80. poles to a Beech and Stone then N. 12. W. 134 poles to a Stake 2. Beeches and a Iron wood in the N. line of the Survey then with Sd line S. 78. W. 80. poles to Cunningham's N. E. Corner then with his line S. 12. E. 134 poles to the beginning Containing Sixty seven acres all of which will appear in the above plot. Wm. B. Morin Surveyor U.C.O

Surveyors fees. $5.00

Chain carriers
Jason Clark man 75
John Clark man 75

Chancery Case File

Case No. 1849-CH-0024

No. 49-CH-24

Union Common Pleas Court.

William K. Hodge Admr
Plaintiff,

AGAINST

Winthrop Chandler et al
Defendant.

April 1855

DECREE FOR PLAINTF

$181 50

Journal 5 Page 373

Record No. 7 Page 162

Ex. Doc. B Page 42

of said Harrington now resides in the State of Vermont: That it is necessary in order to settle up the estate of said Harrington, to distribute the assets, and pay debts to collect said mortgage note & sell said premises covered by the same

Your complainant therefore prays that said Winthrop Chandler and Lucy Chandler his wife of Union County Ohio, Hezekiah Davis of Logan County and said Elon O. Hammond this said wife & said children theirs of said Harrington above named of the State of Vermont may be made parties hereto: That subpoena may issue: That respondents may make answer but not under oath: That an account may be taken of what is due complainant upon said mortgage note: That said Winthrop Chandler may be decreed to pay the same with interest & costs or in default that said mortgage be foreclosed: that all equity of redemption right of dower & claim of defendants be barred: That said premises be sold by the Sheriff as upon judgments at law to satisfy the amount of said note & mortgage with interest & costs and for such other & further relief in the premises as may be equitable and just. &c

Wm Lawrence
Solicitor for Complt.

To the Clerk of Union Com Pleas
Issue subpoena to the Sheriff of Union Co for Winthrop Chandler & Lucy Chandler his wife -

Wm Lawrence
Atty - July 1849

Union Com Pleas
Mrs. H. Hoge Administratrix of David W. Harrington
vs
Winthrop Chandler & wife & others
Bill of Foreclosure
Filed July 12. 1849
James McNeal Clerk
Wm Lawrence Atty.

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon Winthrop Chandler and Lucy Chandler his wife.

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 Wds by Wm K Hoge Administrator of David W Herrington.

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

James Kirkpatrick

Witness, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House, this 13th day of July A.D., 1849

James Kirkpatrick Clerk of Common Pleas.

Ju. Cir. Ct. Ples

M R Hogg admr
David W Harrington
vs
Winthrop Chandler
Wife & others

Ret in Chy

Filed Aug 6, 1849
Geo Barnitage clerk

Served this writ July 26. 1849. by delivering to the within named Lucy Chandler a certified copy thereof. also left a certified copy thereof at the residence of the within named Winthrop Chandler.

Fees— mileage 45
Service 55
copies 20 = $1.20

Philip Snider Sheriff

This indenture made this eleventh day of October in the year of our Lord one thousand eight hundred & forty three between Winthrop Chandler & Lucy his wife in the county of Union & state of Ohio on the one part & Hezekiah Davis of sd county and David Harrington of Logan county & state aforesaid in firm of the other part witnesseth that the sd W & L. Chandler for and in sideration of the sum of seventy five dollars & sixty cts to him paid by the sd firm the receipt whereof is hereby acknoledge hath granted bargained & sold & by these ~~sent~~ presents doth grant bargain alein and confirm unto the sd firm & to their heirs & assigns forever a certain in lot No. 3 situate in the town of Newton Union County & state aforesaid To have & to hold the premises aforesaid with all the privileges & appurtenances thereunto belonging or in any wise appertaining unto the sd firm & their heirs & assigns for ever — Provided always that these presents are upon express conditions that if the sd W Chandler shall pay or cause to be paid by his heirs executors or administrators the sum of seventy five dollars & sixty cts to the sd firm their attorney or attorneys heirs executors or assigns it being specified in a certain note bearing even date here with & interest thereon in one year & eight months from date ~~which~~ was executed by the sd W Chandler to the sd firm that then & from thenceforth these presents & every thing herein contained shall cease & be void any thing herein contained to the contrary notwithstanding. In witness whereof we have set our hands & seal the day above written

Winthrop Chandler (Seal)
Lucy Chandler (Seal)

Attest
Anson Darrow
Clendenin W. Chandler

State of Ohio Union County ss

Before me the Subscriber a justice of the peace of said County personally appeared Winthrop Chandler and Lucy his wife the signors of the within signors of this Deed of Conveyance and severly acknowledge the signing and sealing to be their voluntary act and deed for the purposes therein named Lucy his wife being examined seperate from her Husband and the contents made know she acknowledges the signing to be her act and deed without any fear of her Husband this 11th day of Oct 1843

David Danforth J.P.

Filed for Record
Decemb 19th 1843
10 o'clock A.M.
Book 9 Page 228 & 229

Danno Dunn
Recorder
M.C.O.

Fee 50

I hereby assign all my right, title, interest and claim to the within Mortgage to Elias Hammond as Trustee for the Heirs of Winthrop Chandler (deceased) this 9th day of Feb. A.D. 1848 —

Witness John Cary
Witness to the signature of the within Winthrop Chandler

I hereby assign all my right, title, interest and claim to the within Mortgage to William C. Rose administrator of W. H. Chandler deceased this 22nd day of June A.D. 1849

Hezekiah Mars

$75.61 - One day after date I promise to pay Davis & Harrington or bearer Seventy five dollars & sixty one cents for value rec.d this 11th day of Oct. 1843 Winthrop Chandler

Doc No. 10916

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

William K Hage of Logan County Ohio represents that some five or 6 years since David W Harrington departed this life and that Complainant was duly appointed & now is the administrator of said Harrington having received letters of administration from the Court of Common Pleas of said Logan County: That said Harrington died intestate: That on the 11th day of October 1843 Winthrop Chandler and Lucy Chandler his wife executed a mortgage to said Harrington and Hezekiah Davis of said Logan County in fee simple upon the following real estate situate in Union County Ohio and being lot No 3 (three) in the town of Newton in said County and which mortgage bearing date the day and year last aforesaid was executed as aforesaid in order to secure the payment of a certain promissory note executed by said Winthrop Chandler to said Davis & Harrington of even date with said mortgage for the sum of Seventy five Dollars and sixty one cents payable to said Davis & Harrington or bearer one day after date - Complainant also represents that said sum of $75.61 was not paid to said Harrington & Davis nor to either of them at the time limited in said Mortgage nor has it ever been paid or any part thereof nor any of the money secured by said note & mortgage to any person by reason whereof the condition of said mortgage has been forfeited. Complainant also represents that on the 22 day of June 1849 said Davis assigned and transferred said mortgage & note to complainant as said administrator & all the interest of said Davis therein and complainant now has an absolute estate in said premises redeemable only in equity. Complainant also represents that said note & mortgage & the money secured thereby with all the interest accruing thereon remains due and unpaid to complainant and that said Chandler & wife refuse to pay the same Complainant also represents that said Harrington died leaving Pamelia K Harrington his widow who intermarried with Elon O Hammond; That said Harrington also left the following children & heirs at law to wit, George S. Harrington and Mary Sophia Harrington

: That said Hammond is their Guardian duly appointed by the proper Court in Vermont; that said Hammond and his said wife and all of said children and heirs

No. 49-CH-24

Union Common Pleas Court.

Job H. Sharp Admr
Plaintiff,

AGAINST

Winthrop Chandler et al
Defendant.

April 1855

DECREE FOR PLAINTF

$131 50

Journal 5 Page 373

Record No. 7 Page 162

Ex. Doc. 4 B Page 42 557

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

Chy No. ~~[illegible]~~ 17

Saml B Taylor admr de bonis non of Z W Herrington dec

vs

Winthrop Chandler & wife & others

121.47

50.61

cost bill made

Record

Recorded

Kenkade $2.72
Ivoney 4.60
Randall 5.30
Snider 2.00
Malin 5.37
Robb 2.86
Printz 4.75
Irwin 1.50
29.10

$149,38

Kaiserode 272
Iron 880
Snider 120
1515

745
610
160
1515

25022

1272
745
160
2177
2480
2427

480

Joe H. Sharp
Administrator de bonis non of David N. Dennistoun, dec'd
vs
Britton Chenault & wife & others

Order of Sale

Filed April 12 1854
James Lemmer Clerk

Recorded

Received this writ January
I had the within described real Estate Appraised on the 20th day of February AD 1854 by the oaths of Wm H Rolb James W Brooks and W Atkerson at one Hundred and Seventy five dollars; I Advertised the within described Real Estate in the Murfreesboro Banner a News paper published and in General circulation in Union County Ohio for at Least thirty days previous to the day of Sale afterwards to wit on the 11th day of April AD 1854 it being the day I accordingly said Real ~~Estate to be on the 11th day of April 1854~~ Sold between the Legal hours I offered the same at the door of the Court House in said County at Public Auction once not Sold for want of Bidders

April 11th 1854

Fees Milage	80
Serv	35
Advertising	25
Copy of Appraisement	35
Inquest	100
Return	20
Printers fee	250
	$5.95
Appraisers fee	150
	$7.45

William C. Mulin Sheriff

1.75
5.50

The State of Ohio
Union County ss

To the Sheriff of said County Special Master
V C Greeting. Whereas at the November Term
of the Court of Common Pleas, begun and
held for said County on the 22nd day of
November AD 1853. in a certain Cause
in Chancery therein pending wherein, Job
H Sharp Administrator de bonis non of
David W Bannigton, complainant, and
Winthrop Chandler & wife & others Defendants
the Court ordered and decreed that you
Expose to sale the premises in the Bill
described as follows to wit. Lot No 3. in
the Town of Newton in the County of
Union, & State of Ohio, to satisfy said
complainant in the sum of one hundred
and Twenty one dollars and forty seven cents
with interest thereon from the 22nd day of
November AD 1853, untill paid. together
with the costs on said decree taxed
to ~~H~~ and also the accruing costs
and make report of your proceedings
herein to the next term of said Court
Witness James Turner Clerk
of said Court at Marysville
this 4th day of January AD 1854
James Turner Clerk

Sale of Short
Administrator de bonis
non of David W.
Hennington
vs
Winthrop Chandler
& wife and others

Order of Sale

Filed April 9th 1855
John Randall Clerk

Recorded
Wm Lawrence
Atty for Pltff

Received this writ January 10th A.D. 1855
Advertised the within described real estate for sale at least thirty days in the Marysville Tribune a newspaper printed and in general circulation in union County, Afterwards to wit on the 26th day of February A.D. 1855 it being the time said property was advertised to be sold, I offered the same for sale at the door of the court house in Marysville between the legal hours, and said property was sold to David T. Paul for the sum of one hundred and sixteen dollars, sixty six and two third cents, it being the higest and best bid for the same

Fees Service	.35
Advertisement	.25
Printers fee	$2.25
Poundage	2.00
Return	.10
	$4.95

William H. Robb Sheriff

The State of Ohio
Union County ss
To the Sheriff of said County Special Master &c
Greeting. Whereas at the November Term of the
Court of Common Pleas begun and held for
said County on the 22d day of November AD 1853
in a certain Cause in Chancery therein pending
wherein Job H Sharp Administrator de bonis
non of Daniel W Harrington Complainant
and Winthrop Chandler & wife & others
Defendants. the Court ordered and decreed
that you Expose to sale the premises in the
Bill described as following to wit Lot
No 3. in the Town of Newton in County
of Union and State of Ohio to satisfy said
Complainant in the sum of one hundred
and twenty one dollars and forty seven
cents with interest thereon from the
22d day of November AD 1853. untill
paid together with the Costs on said
decree taxed to $ and also the
accruing costs and make report of
your proceedings herein to the next term
of said Court

Witness James Turner Clerk
of said Court at Marysville
this 10th day of January AD 1855 –
James Turner Clerk

D. B. 42

Robt H. Sharpstein & Co
vs
Winthrop Chandler & Wife

Debt $43.94
This writ 13

Filed June 11th 1853
John Noonan Clerk

Executed

Received this writ April 27th A.D. 1853
No goods or chattles lands or tenements of the within named Winthrop Chandler are found whereon to levy

Fees Mileage ,50
Return ,05
,55

William H. Robb 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 10th day of April A. D. 1855 Job H. Sharp Admr De bonis non of David W. Harrington deceased recovered against Winthrop Chandler & wife as well as the sum of forty three dollars and ninety four cents for his debt, as the sum of dollars and cents, for damages; as also the sum of $ for cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Winthrop Chandler & wife you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 10th day of April A. D. 1855 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 April A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Chancery Case File

Case No. 1849-CH-0025

No. 49-CH-25

Union Common Pleas Court.

Elias Jolly admr
Plaintiff,

AGAINST

Sarah J Gabriel,
Defendant.

NOV 1849

Sale of land.
Decree for Pltf.

Journal 4 Page 258

Record No. 5 Page 487

Ex. Doc. Page

Chy No 47.

Elias Folly admr of
Abram Gabriel decesd
vs
Sarah Jane Gabriel
et als

Sale confirmed
& deed ordered
Nov. 7. 1849

Cost Bill made.
Record.

Recorded

in said premises, that the same may be sett off, and that your petitioner may be ordered to sell said real estate &c. and such other relief, &c.

By Allison & Curry, Solrs for Petr.

The Clerk will issue subpoenas to the above defendants
July 19th 1849

A & C. Attys for Petr.

58

In Common Pleas

Alvin Bailey Admr
of Abram Gaddis, dec

vs

Sarah Jane Gabriel
et als

Petition to sell land

Filed July 19. 1849
Francis Rui Recorder Clerk

Recorded

Allison & Curry

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

Your Petitioner Elias Jolley, administrator of the estate of Abram Gabriel, deceased, respectfully represents: That the total value of the personal estate and effects of said decedent is, as near as can be now ascertained $38.68¾, 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 one hundred & twelve dollars, and the amount of the charges of administration to dollars. There was also directed by the appraisers to be paid to the widow on her years support $24.52. The personal estate and effects are insufficient to pay said debts.

2: The said decedent died seized of a reversionary interest in fee simple of the following real estate, situate in the County of Union and State of Ohio, and being part of Survey No. 5127, to wit, the one undivided fifth part of a ~~Lot~~ Containing fifty four acres more or less bounded as follows, on the North by Big Darby Creek, on the East by the original line of the Survey, on the South by the lands of Richard Gabriel, and the Heirs of Harvey Burnham, deceased, and on the west by a Lot now owned by Galatin Sprague. At the time of the decease of said Abram, his mother Elizabeth Gabriel was possessed of a life estate in said premises, but she has since died. The said decedent died, leaving Sarah ~~Ann~~ Ann Gabriel, (who has since intermarried with Jacob Brown) his widow, who may or may not be entitled to dower in said premises as this Court may determine. Your petitioner further states that Sarah Jane Gabriel who is a minor, is the heir having the next estate of inheritance in the said one fifth part of the premises above described, from the said decedent.

Your Petitioner prays that the said Sarah Ann Brown and Jacob Brown, her husband, and the said Sarah Jane Gabriel, the heir, may be made parties defendants to this petition; that if the said Sarah Ann Brown is entitled to dower

Polly Allen

vs

Gabriel

Filed Nov 20. 1849

J K McKaig for Clk

Prd fees $2,75

ADMINISTRATOR'S Sale. On the 20th day of November, A. D. 1849, at one o'clock in the afternoon, at the door of the Court House, in town of Marysville, will be sold to the highest bidder the following real estate, as the property of Abraham Gabriel deceased, to wit: situate in the County of Union and State of Ohio, and being part of survey No. 5127, to wit: the one undivided fifth part of a lot containing fifty-four acres more or less, bounded as follows: On the north by big Darby creek; on the east by the original line of the survey; on the south by the lands of Richard Gabriel and the heirs of Harvey Burnham deceased, and on the west by a lot now owned by Galatia Sprague:—Appraised at One Hundred and Sixty-two dollars. Terms of sale; one half cash in hand, and the residue in one year, with interest from the day of sale, to be secured by mortgage on the premises.

ELIAS JOLLY, Admr.
of Abraham Gabriel dec'd.

Oct. 17, 1849. n5w5.

Fee 1.75

The State of Ohio. Union County ss.
I C L Hamilton do make solemn oath that a notice, of which the annexed is a true copy, was published for ~~four weeks~~ more than thirty days ~~successively~~, immediately previous to the 18th day of November A.D. 1849 in the Marysville Tribune a newspaper of general circulation in the County of Union. ~~where~~ ~~also~~

C L Hamilton

Sworn to and subscribed ~~before me this~~ in open Court this 20th day of November 1849
J Kirkpatrick Clk

ADMINISTRATOR'S Sale. On the 20th day of November, A. D. 1849, at one o'clock in the afternoon, at the door of the Court House, in town of Marysville, will be sold to the highest bidder the following real estate, as the property of Abraham Gabriel deceased, to wit: situate in the County of Union and State of Ohio, and being part of survey No. 5127, to wit: the one undivided fifth part of a lot containing fifty-four acres more or less, bounded as follows: On the north by big Darby creek; on the east by the original line of the survey; on the south by the lands of Richard Gabriel and the heirs of Harvey Burnham deceased and on the west by a lot now owned by Galatia Sprague:—Appraised at One Hundred and Sixty-two dollars. Terms of sale; one half cash in hand and the residue in one year, with interest from the day of sale, to be secured by mortgage on the premises.

ELIAS JOLLY, Admr.
of Abraham Gabriel dec'd.

Oct. 17, 1849. n5w5.

Fee 1.75

The State of Ohio. Union County ss.
I C L Hamilton do make solemn oath that a notice, of which the annexed is a true copy, was published for ~~four weeks~~ more than thirty days ~~successively~~, immediately previous to the 18th day of November A.D. 1849 in the Marysville Tribune a newspaper of general circulation in the County of Union. ~~where~~ ~~also~~

C L Hamilton

Sworn to and subscribed ~~before me this~~ in open Court this 20th day of November 1849
J Kinkade for MR

Union Com Pleas

Elias Jolly Admr of
Abram Gabriel decd
vs
Sarah Jane Gabriel et als

Sub in Ch

Filed August 9. 1849
James Kirkpatrick clerk

Served this writ by delivering a certified copy
thereof to each of the within named defendants
August 8. 1849
Fees — mileage 35
Service 75
Copies 30 = $1.40
Philip Quier Sheriff
By William Wells Deputy

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon Sarah Ann Brown and Jacob Brown her husband and Sarah Jane Gabriel 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 Elias Colly Administrator of Abram Gabriel deceased

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

James Kirkadoff

Witness, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House, this 20th day of July A.D., 1849

James Kirkadoff Clerk of Common Pleas.

Chas. Jolley adm
of Abram Gabrill
vs
Sarah Ann
Gabrill et al

(A)

The State of Ohio Union County ss

I hereby Certify that the Sale Bill of the Estate of Abram Gabriel Decd filed in this office May 4. 1847. amounts to $38..68¼

July 4. 1849. James Kirkpatrick Clerk
Union Com Pleas

Union Comm Pleas

Elias Colley admr &c
vs
Sarah Jane Gabriel Ors

Order of Appraisement & Sale

Filed Nov. 20, 1849
James McMorrow Clk

Union Com Pleas.

Elias Colley Admr of Abram Gabriel, decd.
vs
Sarah Jane Gabriel et als

Petition to sell Land

In pursuance of the within order of appraisement and sale, I had the said property appraised as per the return of the appraisers hereto attached, and I afterwards gave notice of sale in due form of law, and at the time and place mentioned in said notices of sale, to wit, at the door of the Court House, on the 20th day of November A.D. 1849. I offered said property at public vendue, and Edward D. Spain having bid therefor, One hundred and Eight 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 $2.75

Nov 20th 1849

Elias Colley

Admr of Abram Gabriel deceased—

Elias Folly Admr
Abram Gabriel dec'd
by
Sarah Jane Gabriel Nat's

Petition to Sell Land.

On motion to the Court By Messrs. Allison & Curry Counsel for the Petitioner.

And upon examination of the Petition &c. the Court find that the said Sarah Ann Irwin. is not entitled to dower in said premises. It is therefore Ordered that the said Elias Folly administrator proceed upon the Oaths of William B Irwin. Andrew Reyes. and Timothy Elwell. three disinterested free holders not of kin to either of the parties to appraise the following real estate to wit. Situate in the County of Union and State of Ohio. and being part of survey No. 5127 to wit. the One undivided fifth part of a Lot containing fifty four acres more or less. bounded as follows. On the north by big Darby creek on the east by the Original line of the Survey. on the South by the Lands of Richard Gabriel. and the heirs of Harvey Burnham deceased, and on the West by a Lot now owned by Galatia Sprague. and it is further Ordered that the said Elias Folly proceed according to Law to sell said real Estate. and upon the following terms to wit. One half Cash in hand and the residue in One Year with interest from the day of sale. to be secured by mortgage on the premises. and make return of his proceeding in the premises to the next term of this Court. to which time this Cause is continued,

The State of Ohio Union County ss.

I, James Winkade 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 29th day of September AD 1849.

James Winkade Clerk.

State of Ohio Union County SS

On the 6th day of Oct. 1849 before me personally appeared William B. Irwin & T. H. Elwell. and on the 8th day of October before me personally appeared Andrew Keyes above named and made solemn oath that they would upon actual view honestly and impartially appraise the Lands and tenaments discribed in the above order

Sworn to before me Wm B. Irwin & T. H. Elwell on the 6th day of Oct 1849 & Andrew Keyes on the 8th day of Oct 1849 David Burnham J.P.

We the diseiners to the above order from the Court of Commen pleas for the County of union state of ohio at there August Term in which we the undersigned were appointed appreisers to appreise one undevided fifth part of a lot fifty four acres of land named in so order as the Lands of Sarah. Jane Gabriel would be part that after being duely sworn as the law directs an actual view of so premises do appreise so undevided fifth part to be worth one hundred and sixty two dollars

October 6th 1849.

William B. Irwin
T. H. Elwell
Andrew Keyes

Oct 8th 1849

Fees in the above

William B. Irwin	$1.00.
T. H. Elwell	1.00
A Keyes	1.00
D. Burnhams fees	25

No. 49-CH-26

Union Common Pleas Court.

James E. Merriott
Plaintiff,

AGAINST

Hugh Lee
Defendant.

MAY TERM. 1850

DECREE FOR PLAINTF

Journal 4 Page 305

Record No. 5 Page 570

Ex. Doc. Page

Inq. No 30.

James E. Harriott

vs

Hugh Lee

Appt. Wm. Cox

Costs Bill made

Leave

May 2. 1858

Recorded

pr decree

In Union Com Pleas

James E Harriott

vs

Hugh Lee

Bill - In Chancery

Filed July 25. 1849
James Kirkpatrick clerk

Cos A Bell Search
Record

Recorded Vol 5 pages
571 to 75

Allison & Curry
Cole & Miller

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

Respectfully represents unto your Honors, your Orator James C Harriott of the County of Union, Ohio. That one Hugh Lee of the County of ~~Seneca~~ Ohio, (and whom your Orator prays may be made a defendant to this Bill) wishing to purchase of your Orator his Tavern ~~property~~ stand in the Town of Marysville, which consists of the whole of In Lot No. 39 and part of In Lot No. 38 with the appurtenances, and being or pretending to be the owner in fee simple of certain real estate and other property hereinafter mentioned, proposed to your Orator to pay him three thousand dollars for your Orator's said Tavern property, provided your Orator would take the said real estate & other property hereinafter mentioned in payment. That thereupon your Orator and the said Hugh Lee on the 20th day of October A.D. 1848 entered into a written article of agreement, signed and sealed by them and is so far as the said purchase and exchange of real estate is concerned, to the purport and effect following. Your Orator agreed to sell and convey by general warrantee deed to said Lee his Tavern property in Marysville, being the whole of In Lot No. 39 (which in said article is called by mistake No. 37) in said Town, and part of In Lot No. 38 in said Town the lines of which were to be designated by the fences then around it. The fence then between said part of Lot sold and the premises occupied by your Orator as his residence to be the partition line. The said Lee agreed to pay to your Orator for said premises Three thousand dollars as follows. The said Lee was to make a general warrantee deed to your Orator for all that part of In Lot No. 52 in said Town of Marysville which the said Lee owned with the improvements thereon, being the Store House and dwelling occupied by one James W Evans, which said premises were to pass in the payment of said tavern property at Eighteen hundred and seventy five dollars. To assign to your Orator a note on P. P. Brown and John Cunningham (security), for six hundred and twenty three dollars, payable to said Lee or bearer, five years after the date thereof, dated August 1st 1846, with interest after the 1st day of February 1848. And to make a general warrantee deed to your Orator for the House and

Lot in the Town of Delaware, Ohio, which the said Lee bought of C. N. Rosette, which was to pass in the consideration for said Tavern property at five hundred dollars. The said deeds of your Orator and the said Lee to be executed, at the same time by the first day of April next thereafter. The note on said Brown & Cunningham to be assigned to your Orator upon the execution of said instrument, which was done, and the receipt acknowledged by indorsement upon said article of agreement, all of which will more fully and at large appear by reference to said article of agreement, a copy of which, and the endorsements thereon, are herewith filed (marked A.) and made part of this Bill. Your Orator charges that at the time of the execution of said article of agreement, the said Lee falsely and fraudulently represented to your Orator, that the said real estate by him to be conveyed was then free from, and clear of all incumbrances whatever, whereas in truth and in fact, all of said real estate was incumbered by a judgment in favor of one John F. Dunlap, against the said Lee, in the Court of Common Pleas of Delaware County, the said property in Marysville, having been previously levied upon to satisfy said judgment, and the said House and Lot in Delaware being subject to the judgment lien, of all of which your Orator was entirely ignorant. And in relying upon the said false representations of the said Lee was deceived, and by means of said false representations your Orator was induced to enter into the agreement aforesaid.

Your Orator further represents that on the first day of April next after the execution of said article of agreement, to wit, on the first day of April 1849, he was able, ready, and willing to perform his covenants in said article mentioned, by conveying by general warantee, the said Tavern property to the said defendant clear of all incumbrances, and accordingly on Saturday the 31st of March 1849 and again on Monday the 2nd day of April 1849 tendered to the said defendant a general warantee deed for said Tavern property, which deed so tendered, is herewith filed (marked B) and made part of this Bill, And your Orator states that at the times of tendering his deed as aforesaid, he demanded of the said Lee the performance of his covenants by the delivery of the proper conveyances for the said real

estate to be conveyed by the defendant, clear of incumbrances, which the said defendant refused, and was unable to do, by reason of the judgment aforesaid, which still remained unsatisfied.

Your Orator further states that on the 31st day of May A.D. 1849 the said part of Lot No. 52, in the Town of Marysville was sold to the said John F. Dunlap, by the Sheriff of Union County to satisfy the said judgment, which was sold for the sum of one thousand dollars, and which sale was confirmed by the said Court of Common Pleas of Delaware County at their June Term A.D. 1849, and a deed ordered to be made to the said purchaser, that the amount for which said property sold was not sufficient to satisfy said judgment, there still remaining unsatisfied a balance, including costs, of some three hundred dollars, and for the satisfaction of which, the House and Lot in the Town of Delaware is still held, the same having been levied upon and returned not sold for want of bidders.

Your Orator further represents that some time previous to the 1st day of April 1849 the said Lee executed a written lease for the said Tavern property to one Samuel Pagues for a term of years to commence from and after the 1st day of April 1849 from which time the said defendant has had the possession thereof through the said Pagues, and his sub Lessee James Welsh, both of whom hold possession claiming under the said Lee, and under the said written lease executed by the said Lee as aforesaid. The said Lee at the same time still holding the possession of the said House and Lot in the Town of Delaware and refusing to deliver up the same, all of which is contrary to equity, and tends to the manifest injury of your Orator. The possession of the part of Lot No. 52, in Marysville is in the purchaser at the Sheriff's sale aforesaid.

Your Orator further states that the said Lee is insolvent, and neglects and refuses to pay to your Orator the said sum of Eighteen hundred and seventy five dollars, with the interest thereon, which he is bound to by reason of the sale of the said part of Lot No. 52 in Marysville as aforesaid, and also neglects and refuses to pay off the said balance of the said judgment which still remains a lien upon said House and Lot in Delaware, which is

subject to be sold at any time to satisfy the said judgment, and also neglects and refuses to pay to your Orator any portion of the rents of either the Tavern property, or the House and Lot in Delaware,

In tender consideration whereof, and inasmuch as your Orator is remedyless upon the law side of this Court, he prays process of Subpoena against the said Hugh Lee; that he may on his corporal oath to the best and utmost of his knowledge, remembrance, information and belief, full, true, direct and perfect answer make to all and singular the matters aforesaid, and that as fully and particularly as if the same were here repeated, and the said Hugh Lee distinctly interrogated thereto; and that on the final hearing, the said Hugh Lee may be decreed to specifically perform said agreement on his part so far as may then be in his power to do, and as to the said property sold to satisfy the said judgment of John L. Dunlap, and the holding of the balance of said real estate to satisfy the same, and the refusal to account for the rents as aforesaid, the said Hugh Lee may be decreed to make suitable compensation in damages to your Orator by reason of the premises, and that in default of the same being paid within a reasonable limited time, that then the said Tavern property (upon which your Orator holds his vendor's lien) may be sold as upon executions at law to satisfy the same; and that your Orator may have such other and further relief in the premises as to your Honors shall seem meet, and your Orator shall ever pray &c.

and particularly as to the amount of rent he is to receive for the Tavern property, and the balance

By Allison & Curry &
Veale & Witter His Solrs.

The Clerk will issue Subpoena to
Sheriff of Seneca County for Hugh Lee —
Allison & Curry Solrs
for Complt.

Union Com Pleas

James E Harriott
vs
Hugh Lee

Debt in Ctg

Personally served on the within named Hugh Lee by delivering to him a true copy of this writ this first day of August A.D. 1849

Serv 3 50
Ret fee 50
copy 15
4 50

Eden Leach
Sheriff of Henrico

Rec'd my fees &c
Eden Leach
Sheriff

Filed Aug 3 1849
James Kirkpatrick Clk
Recorded
Docket 9 a 15

The State of Ohio, Union County, ss.

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

We command you, that you summon Hugh Lee.

to appear before the Judges of our Court of Common Pleas, at the Court House, on the First day of the Term next ensuing, to answer a Bill in Chancery, exhibited against him by James E Harris

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~~ James Kirkadoff of our said Court, at the court house, this 25th day of July A. D, 1849

James Kirkadoff Clerk of Com: Pleas.

I hereby acknowledge the receipt of the Eighty dollar note of H Lee & also the note of J. P. Brown & John Cunningham security for Six hundred & twenty three dollars as per the foregoing agreement

Oct 20th 1848

James E Harriott

Copy of Articles of agreement between Jas E Harriott & Hugh Lee

(A)

Recorded

Copy

Article of agreement between James E Harriott of the one part and Hugh Lee of the other as follows, the said Harriott agrees to sell and convey by general Warranty deed to said Lee his Tavern property in Marysville being the whole of in Lot No. 37 in said Town, and part of in Lot No. 38 in said town, the lines of the part sold of said last mentioned Lot to be designated by the fences now around it, the fence now between said Lot and the Lot now occupied by James E Harriott as a residence to be the partition line, the said Harriott is to make a deed to the said Lee for said premises with all the appurtenances thereon by the first day of April next, for which the said Lee is to pay the said Harriott three thousand dollars as follows, to wit, the said Lee is to make a general Warranty deed to the said Harriott for all that part of in Lot No. 52 in said Town which he the said Lee owns with the improvements thereon being the Store House and dwelling occupied by Jas W Evans, which is to pass for eighteen hundred and seventy five dollars in this trade, the said Lee is also to sign over to the said Harriott immediately a note on S. P. Brown and John Cunningham security for six hundred and twent three dollars made payable to Hugh Lee or bearer five years from date and dated the first of August 1846, and has been on interest since the first of February 1848. The said Lee is also to make a general warranty deed to the said Harriott for the House and Lot in the town of Delaware, Ohio, which he the said Lee bought of C. W. Rosette, which is to be considered as five hundred dollars in this transaction, said deeds to be made by the said Lee at the same time the said Harriott makes his deed herein before specified to the said Lee, the said Harriott is also to deliver to the said Lee on the first day of April next ten Beds, ten bolsters, and twenty pillows now in the possession of S. Ressler for which the said Lee is to give his note to the said Harriott for eighty dollars payable one year from the first of next April with interest from the first day of next April, both parties agree that the several premises to be conveyed by them respectively shall be in as good condition as it is at present saving only the natural wear and tear.

Oct 20th 1848 Witness
Geo Witter
Jas Lee

James E. Harriott (Seal)
Hugh Lee (Seal)

J. E. Harriott
To Deed
Hugh Lee

(B)

Recorded

Know all Men by these Presents,

That We, James E Harriott and Sarah Ann Harriott wife of said James E. Harriott of the county of Union and State of Ohio in consideration of the sum of ~~Twenty five~~ Three Thousand ~~hundred~~ dollars, in hand, paid by Hugh Lee of the county of Seneca and State of Ohio have bargained and sold, and do hereby grant, bargain, sell, and convey, unto the said Hugh Lee — his heirs and assigns forever, the following premises, situate in the county of Union in the State of Ohio and in the Town of Marysville and bounded and described as follows:

Being all of In Lot No Thirty nine (39) in said Town of Marysville with the appurtenances thereon for a more particular description of said Lot Reference may be had to the plat of said Town. also a part of In Lot No Thirty Eight as follows Beginning at the north west corner of said In Lot No 38. thence South 1° E 4 poles 13 links to a post. thence N 70. 30 E 45 links to a post; thence North 57° E 36 links; thence south 89° E 5 Rods: thence north 1° W 3 Rods; thence West 8 Rods to the Begining with the appurtenances thereunto belonging

To Have and to Hold said premises, with the appurtenances, unto the said Hugh Lee ——— his heirs and assigns forever. And the said James E Harriott & Sarah Ann his wife for themselves and heirs, doth hereby covenant with said Hugh Lee his heirs and assigns, that he is lawfully seized of the premises aforesaid; that the premises are free and clear from all incumbrances whatsoever; and that he will forever warrant and defend the same, with the appurtenances, unto the said Hugh Lee his heirs and assigns, against the lawful claims of all persons whomsoever.

In Testimony Whereof, the said James E. Harriott and Sarah Ann Harriott have hereunto set their hands and seals, this Thirty first day of March in the year of our Lord one thousand eight hundred and forty nine

Executed in Presence of
James Lworner
Jno. E. Harriott

James E. Harriott {L.S.}
Sarah Ann Harriott {L. S.}

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 E Harriott and Sarah Ann his wife and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Sarah Ann Harriott being at the same time examined by me, separate and apart from her said husband, and the contents of the said instrument made known to her by me, she then declared that she did voluntarily sign, seal and acknowledge the same, and that she is still satisfied therewith.

Given under my hand officially, this Thirty first day of March A.D., 18 49

James Lworner J P (Seal)

one thousand eight hundred
& forty nine (A.D. 1849)

Olee Thomas

Olee

Filed Dec. 18, 1849
Whitfield Clerk

Jas A Hamilton } Levied in Union Com Plas.
vs } Issue an order of sale
Jas Lee } in the above case to
Sheriff of Union County
To Jas Kirkpatrick } for the whole amt
Clerk } Allison & Crum
Attys for Plaintiff

James E. Harriott
vs
Hugh Lee

appraisment of real estate

Copy

Filed December 26. 1849
James Kirkpatrick clerk

James E. Harriott vs Hugh Lee } In Union Com Pleas Writ

We the undersigned having been called upon by Philip Snider Sheriff of Union County Ohio. to appraise the following described premises, to wit; Situate in the County of Union in the State of Ohio. and in the town of Marysville; and bounded and described as follows; Being all of In Lot No. thirty nine (39) in said town of Marysville with the appurtenances thereon for a more particular description of said lot reference may be had to the plat of said Town, Also a part of In Lot No. thirty eight as follows, begining at the North west corner of said In Lot No. 38. thence South 1° E 4 poles 13 links to a post: thence N. 70. 30 E 45 links to a post: thence North 57° E. 36 links; thence South 89° E. 5 rods: thence North 1° W 3 rods: thence west 8 rods to the begining with the appurtenances thereunto belonging. After having been duly sworn by said Sheriff and upon actual view of said premises we do appraise the same at twenty eight hundred dollars.

Given under our hands and seals this 25th day December A.D. 1849.

James Turner (Seal)
Jacob Bouser (Seal)
Wm. H. Skinner (Seal)

appraisers fees $1.50

The State of Ohio Union County, SS.

Personally appeared before me Philip Snider Sheriff the above named James Turner, Jacob Bouser and Wm. H. Skinner and made solemn oath to discharge the duties of appraisers of the above described real estate impartially according to law and the best of their abilities. Given under my hand and seal this 25th day of December A.D. 1849

Philip Snider Sheriff (Seal)

I certify the above to be a true copy of the original writ.
Philip Snider Sheriff

Union Conv. Pl. 03.

Daniel G. Hamett
vs
Hugh Lee
Order of Sale

Decree for $24.64 98
Costs 8 52
dat from Nov. 24/49
writ .50

Filed May 28, 1850
James Kirkpatrick Clk

Recorded

Alain Conv Clk pro Court

Received this writ December 18th 1849. had the within described real estate appraised by the oaths of James Turner Jacob Bonser and Wm. H. Skinner at twenty eight hundred dollars and filed a copy of said appraisement with the Clerk of the Court from whence this writ issued, and on the 26th day of December 1849 I duly advertised the within described real estate for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County for at least 30 days previous to the day of sale. offered the within described real estate for sale by public auction at the door of the Court House on the 26th day of January 1850 between the legal hours of ten O. Clock A. M. and four O,clock P. M, that being the time and place I advertised the same to be sold and then and there sold the same to William W. Woods for the sum of nineteen hundred and twenty five dollars he being the highest and best bidder therefor and that being more than two thirds the appraised value thereof.

Fees = mileage 5
Inquest 1.00
appr's fees 1.50
Service .35
copy of appraisement 25
advertising 25
Pr fee 3.00
Poundage $19.25

Philip Snider Sheriff
and Special Master

The State of Ohio Union County Ss.

To the Sheriff of said County Special Master &c

Greeting:

Whereas. at the November Term of the Court of Common Pleas. continued and held for said County on the 24th day of November AD 1849. in a certain Cause in Chancery therein pending wherein James E Harriott. Complainant, and Hugh Lee 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 of Union in the State of Ohio. and in the town of Marysville: and bounded and described as follows. Being all of In Lot No thirty nine (39) in said town of Marysville with the appurtenances thereon for a more particular description of said lot reference may be had to the plat of said Town, also a part of In Lot No. thirty eight as follows. beginning at the north west corner of said In lot No. 38. thence South 1: E 4 poles 13 links to a post: thence N. 70. 30 E 45 links to a post: thence North 57° E. 36 links: thence South 89° E. 5 rods: thence north 1° W 3 rods: thence west 8 rods to the begining with the appurtenances thereunto belonging. to Satisfy the said Complainant. in the Sum of twenty four hundred and Sixty four dollars and ninety eight cents. with interest from the said 24th day of November AD. 1849 until paid, together with the Costs of this Suit. taxed to $8.72 and the accruing Costs on said decree: and make report of your proceedings herein to the next term of said Court.

Witness James Kirkade Jr Clerk of said Court at Marysville the 18th day of December AD. 1849

James Kirkade Jr Clerk.

577

Union Com. Pleas

James E. Harriott
vs
Hugh Lee

Costs $16.28
Increase costs .41

interest 41

Lucas 35
Nye 5
Rounds 34
74 74
17.84

Recorded
N Nov. 7. 1850

Filed Nov. 21, 1850
Jos Kirkpatrick clerk

Allison & Curry
attys for Plff
Recorded Sept 26 1850

Return this writ satisfied in full October 30th 1850
~~[illegible]~~

This writ satisfied in full October 30th 1850

Coden Case
Sheriff
Seneca County Ohio

The State of Ohio Union County. ss.

To the Sheriff of Seneca County Greeting;

We Command you that of the goods and Chattels, and for want thereof, then of the lands and tenements of Hugh Lee, in your bailiwick, you cause to be made the Sum of Sixteen dollars and twenty eight cents. Costs of suit. which by the decree of our Court of Common Pleas within and for the County of Union at the May term thereof A.D. 1850, James E. Harriott, recovered against the said Hugh Lee, with interest thereon from the 29th day of May A.D. 1850 until paid. together with the further Sum of forty One cents Costs of increase on said decree, and also the Costs that may accrue; and have you the said moneys before our said Court of Common Pleas, at their next term, to render, &c, and have you then there this writ.

Witness James Kirkade jr Clerk of Said Court of Common Pleas at Marysville this 27th day of August A.D. 1850

James Kirkade jr Clerk

No. 49-CH-26

Union Common Pleas Court

James E. Harrott
Plaintiff,

against

Hugh Lee
Defendant.

AUG TERM 1849

Discontinued

Journal 4 Page 305 211

Record No. ~~No Record.~~ Page

Ex. Doc. Page

James E. Horriatt
vs
Hugh Lee

This day the said Hugh Lee by J C Dougherty his Counsel moved the Court to open up and amend the ~~decree of~~ entry made at Relation to the costs and to strike from the Record the word purchaser and insert James E Horriatt which motion and entry was continued untill the next Term

Aug 1849

James E Hoovrott
vs
Wright Lee

This day the said Wright Lee by J C Doughty his counsel moved the Court to open up and amend the Entry made at this present Term of the Court in regard to the costs and to strike from the Entry the word purchaser and insert the Name of James E Hoovrott which motion was continued untill the next term of this Court

Aug 1849

4 — 211

No Rec

Sallie Dot Dykers

James E Hamlett
vs
Hugh Lee

This day came the parties by their Solicitors, and this cause thereupon came on to be ~~heard~~ further heard upon the report of the Sheriff as Special Master, and was argued by Counsel: on consideration whereof, the Court do find the proceedings of said Sheriff and Special Master and the sale by him made of the tenements in the Bill and former decree mentioned, to be in all respects in due form of Law: It is therefore ordered, Adjudged and decreed, that the proceedings and sale of said Sheriff and Special Master be in all things confirmed, and that the said Sheriff and Special Master execute and deliver to said purchaser a deed of the tenements aforesaid, in fee simple, pursuant to the Statute in such case made and provided: And it appearing to the satisfaction of the Court that the said purchaser William N Woods, was in equity the owner of so much of said decree, at the time of sale, as was ~~paid~~ bid for the said property by him, it is ordered that the said purchaser pay in money to the said Sheriff & special Master, a sufficient amount of the proceeds of said sale, to discharge the costs of this suit, not including poundage, which is disallowed by the Court. And it appearing further to the satisfaction of the Court, that the ballance of the decree heretofore rendered in this case excepting the costs, has been released by consent of parties, on settlement - It is further ordered that the costs of this suit advanced as aforesaid by the said purchaser, be paid by the defendant within twenty days, and that in default thereof that execution issue as upon judgment at Law

No. 49-CH-27

Union Common Pleas Court.

Jesse Porter, admr
Plaintiff,

AGAINST

Sarah Thompson,
Defendant.

Nov 1849.
Decree for pltf.
Sale of Land,

Journal 4 Page 257

Record No. 5 Page 474,

Ex. Doc. Page

That the dower of the said Sarah Thompson may be ascertained, the several rights, liens, &c, of the heirs of the said deceased, be adjusted & settled, and that a commissioner may be appointed to sell said real estate, & land such other relief &c

By Cole & Price
Solicitors for Pltff

Union Com Pleas

Jesse Potter Admr of
Benjamin Thompson dec'd

vs

Sarah Thompson, et. als.

Petition to sell
land

Filed July 26. 1849
James Kinkade jr clerk

Cost Bills Docket
Record.

Recorded

Cole & Price

To the Court of Common Pleas of the county of Union, Ohio

Your Petitioner, Jesse Porter Administrator of the Estate of Benjamin Thompson, deceased, respectfully represents, that the total value of the personal Estate and Effects of said ~~decedent is as near as can be ascertained~~ three hundred thirty four 22/100 dollars, which will more fully appear by the certificate of the the clerk of this court herewith filed, marked (A); but not more than dollars can be realized therefrom, That the amount of debts, owing by the deceased, as nearly as they can now be ascertained amount to thirteen hundred 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, to wit; A certain Lot or tract of land, situate between the Little Miami & Scioto Rivers, in the county of Union and State of Ohio, being part of a Military Survey No 6602, originally for 683 acres in the name of James Galloway Jun and patented to James Galloway Jun. Situate on the waters of Darby, ~~Creek~~ Bounded and described as follows to wit; Beginning at three Elms Northwest corner to Jane McDowel in the line of James Galloway Jun, and running thence with his line N 60 W 102 poles to two Elms in the line of said Galloway, thence with another of his lines S 7. W 256 poles to three Elms corner to John Mitchel, thence with his line N 82½ E 99 poles to a Stone corner to said Jane McDowel, thence with her line N 6½ E 193 poles to the beginning

The said decedent died leaving Sarah Thompson 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; James M. Thompson, Joseph Hann and Mary C. Hann his wife, late Mary C. Thompson, Carey P. Garlick, and Elizabeth B. Garlick his wife, late Elizabeth B. Thompson, John Bolwell and Sarah Jane Bolwell, his wife, late Sarah Jane Thompson & Ann C Thompson, also Benjamin B. Thompson, Abigal B. Thomson Jonett M. Thompson, William B. Thompson, Moses B. Thompson, Duane Jefferson Thompson, Daniel Carter, Miron Dewalitte & Martha Dewalitte, infant heirs, of said decedent - That Aaron Dewalitte is the Guardian of the said Daniel Carter

Your Petitioner prays that the said widow, and the said persons above mentioned ~~being~~ and described, having the next Estate of inheritance in said premises, from said decedent - together with the said Aaron Dewalitte be made parties defendants to this petition

We hereby acknowledge service of the within as the law directs July 26th 1849

C. P. Garlick Elizabeth B. Garlick John Caldwell et al
Sarah J. Caldwell Aaron Devalitte

Joseph Flawn Mary C Flawn Sarah Thompson widow

his
James Mc Thomson
mark

attest Alfred W Morse

The State of Ohio }
Union County ss } I, Jesse Porter do make solemn oath that on the 27th day of July A.D. 1849. I served the within named Benjamin B. Thompson, Abigail B. Thompson, Duane Jefferson Thompson, William Thompson, Janet Thompson, Moses Thompson, Daniel Carter, Huron Devalitte, and Martha Devalitte, severally with a notice of which the within is a true copy

~~Jesse Porter~~

Sworn to and subscribed before me this 6th day of August A.D. 1849

James Downer J.P.

J. Porter
vs
Morse

Filed Aug. 6. 1849
James Kirkpatrick clerk

To James M. Thompson, Joseph Hann, Mary Ann Hann, Carmy P. Garlick, Elizabeth B. Garlick, John Colwell, Sarah Jane Colwell, Lucy C. Thompson, Benjamin B. Thompson, Abigal B. Thompson, Duane Jefferson Thompson, Daniel Carter, Minor Devalette and Martha Devalette and Aaron Devalette, William Thompson, Janette Thompson and Moses Thompson, Heirs are hereby informed that I have filed a petition, as Administrator, of the estate of Benjamin Thompson, 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 August Term A.D. 1849. of said Court, to wit on the 14th day of August A.D. 1849, or as soon thereafter as counsel can be heard, ask for an order for the assignment of the dower of the widow of Benjamin Thompson, in, and for the sale of the following real estate of which the said Benjamin Thompson died seized, or so much thereof as may be necessary to pay his debts, to wit; the home stead and farm upon which the said Benjamin Thompson resided at the time of his decease, being a part of a Military Survey No 6602, originally for 683 acres, in the name of James Galloway Jun. and patented to James Galloway Jun. Situate in the county of Union and State of Ohio, and on the waters of Darby Creek containing one hundred and thirty three acres, be the same more or less

Jesse Porter Administrator of Benjamin Thompson deceased

Dated July 26th 1849

Union Com Pleas

Jesse Porter Adm
vs
Sarah Thompson

Order of sale

Jesse Porter Admr. of
Benjamin Thompson Dec.
vs
Sarah Thompson

Union Common Pleas

Petition to Sell Land

In pursuance of the within order I gave notice of sale in due form of law and at the time place mentioned in said notice for said sale to wit at the premises offered said property for sale at public vendue and William G McDowell having bid therefor twelve hundred and Seventeen 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 subject to dower.

November 13th 1849

Jesse Porter Admr
of Benjamin Thompson Dec.

Jesse Porter admr of the Estate of Benjamine Thompson decd vs Sarah Thompson et al } Petition to Sell land

On motion to the Court by Messrs Cole & Witter Counsel for the petitioner, and upon producing the assignment of Dower and appraisement herein made by John Reed & James Miller and Elephas Burnham, under a former order made at a former day of this term of this Court. it is ordered that the said Jesse Porter proceed according to Law to Sell on the premises the real estate in said petition described. Subject to the said dower estate of the said Sarah Thompson, and upon the following terms to wit. One half of the purchase money cash in hand. One fourth in one year and the residue in two years with interest from the day of sale to be secured by mortgage on the premises. and it is further ordered that the said Jesse Porter make return of his proceedings in the premises to the next term of this Court.

The State of Ohio Union County ss.

I James McMade Jr Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio, hereby certify the foregoing entry to be truly copied from the Journal of said Court of the Term of August AD 1847.

Witness my hand and the seal of said Court at Marysville this day of AD 1849.

James McMade Jr Clerk

State of Ohio Union County ss
on the 15th day of august 1849 Before me
Andrew Keyes a Justice of the peace
personally appeared James C Miller E Lipsby
Burnham & John Reed 3d Within named
and made solum oath that they would upon
actual view honestly and impartially assign
dower and appraise the real estate of Ben-
Jamin Thompson deceased in pursuance
of the order of the court
of common pleas of Union
County in the case of Jesse
Porter administrator vs Sarah
Thompson & others

Andrew Keyes
Justice of the peace of said
County August 15th 1849

Filed Aug 16, 1849
James McMackin clerk

Union Pleas
Jesse Porter adm
vs
Sarah Thompson &c
Order of assignment & appraisement &c

Jesse Porter admr of the Estate of Benjamine Thompson decd. vs Sarah Thompson et al } Petition to sell Land

On motion to the Court By Mess Cole & Witter Counsel for the Petitioner. It is Ordered that the said Sarah Thompson be Endowed of One full equal third part of the real Estate in the petition Mentioned and described as follows to wit. Situate in the County of Union and State of Ohio. Containing One hundred and thirty three acres be the same more or Less. to wit a certain Lot or tract of land situate between the Little Miami & Scioto Rivers in the County of Union and State of Ohio being part of a Military Survey No. 6602 Originally for 683 acres in the name of James Galloway jun and patented to James Galloway jun. Situate on the Waters of Darby Creek, bounded and described as follows to wit beginning at three Elms northwest Corner to Jane McDowel in the line of James Galloway jun and running thence with his line N. 60. W 102 poles to two Elms in the line of said Galloway. thence with another of his lines S. 7 W 256. poles to three Elms Corner to John Mitchells thence with his line N 82½ E 99 poles to a Stone Corner to said Jane McDowell thence with her line N 6½ E 193 poles to the beginning. And It is further Ordered that John Reed 3d James Miller and Elephas Burnham being first duly sworn do upon actual View of the premises set off and assign the said Dower to the said Sarah Thompson and make return of such assignment together with a just Valuation of said real Estate subject to said Dower. forthwith.

The State of Ohio Union County ss. I James Kirkpatrick Clerk of the Court of Com. Pleas in and for the County of Union and State of Ohio do hereby Certify the foregoing Entry to be truly 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 14th day of August AD 1849

James Kirkpatrick Clerk

Jesse Porter Ans
of B Thompson Esq

(A)

The State of Ohio Union County ss.

I hereby Certify that the sale Bill of the Estate of Benjamine Thompson deceased filed in this Office November 17. 1848. amounts to $334.22

July 26. 1849.

James Kirkpatrick clerk
Union Com. Pleas

Jere Porter. Adm.
18

J. Thompson Dec'd

proof Publication

Pr. fee $2.50,
probate .12

$2.62

SALE of Real Estate by order of Court. By virtue of an order of the Court of Common Pleas within and for the county of Union and State of Ohio to me directed, I will offer for sale on the 13th day of November, 1849, between the hours of 10 o'clock, A. M. and 4 o'clock, P. M. at the premises. the following described Real Estate, to wit: being part of Military survey No. 6602, situate on Darby-creek in county of Union, beginning at three elms N W corner to Jane McDowell in the line of James Galloway, running thence with his line N 60 w 102 poles to two elms in the line of said Galloway; thence with another of his lines S 7 w 256 poles to three elms corner to John Mitchell; thence with his line N 82½ E 99 poles to a stone corner to said Jane McDowell; thence with her line N 6½ E 193 poles to the beginning containing one hundred and thirty-three acres more or less, being the farm of the late Benjamin Thompson, dec'd, to be sold subject to the Widow's Dower, which has been assigned, and on the terms, to wit: one half of the purchase money to be cash down; one fourth to be paid in one year from sale, and the residue in two years from sale. Deferred payments to be secured by mortgage on the premises. Premises Appraised at $1200.

JESSE PORTER, Admr.
of B. Thompson, dec'd.

P. B. COLE, Atty.

October 10, 1849. n3w4

State of Ohio Union County ss

C. S. Hamilton Editor of the "Tribune" a weekly newspaper published in said County makes oath that the Notice hereto attached was published in said paper for four Weeks Consecutively commencing October 10th 1849 C. S. Hamilton

Sworn to & Subscribed before me Nov. 14 1849 in open Court.

James Turner JP

July 27th 1849 I hereby acknowledge legal Notice and service of the within petition and Consent to the prayer of the within petitioner.

Jno. C. Thompson

Filed Aug 16 1849
Jas. Hutcheson Clk

To James M Thompson Joseph Hawn Mary C Hawn
Larmy P Garlick Elizabeth C Garlick John Colwell
Sarah Jane Colwell Ann C Thompson Benjamin B
Thompson Abigail B Thompson Duane Jefferson
Thompson William Thompson Jerrett Thompson
and Moses Thompson Daniel Carter Miron Doolittle
Martha Doolittle and Aaron Doolittle you are
hereby informed that I have filed a
petition as administrator of the estate
of Benjamin Thompson deceased in the court
of common pleas of union county for the sale
of the real estate of said decedent and shall
in pursuance of the prayer of said petition on
the first day of the august term 1849 of said court
to wit on the 14th day of august 1849 or as soon
thereafter as counsel can be heard ask for an order
for the assignment of the dower of the widow of
Benjamin Thompson and for the sale of the
following real estate of which the said Benjamin
Thompson died seised or as much thereof so may be
necessary to pay his debts to wit. the home stead and
farm upon which the said Benjamin Thompson
resided at the time of his decease being a part of
military survey No 6602 originally for 643 acres in
the name of James Galloway Jr and patented to
James Galloway Jr situated in the county of union
and state of Ohio and on the waters of Dark Creek
containing one hundred and thirty three acres be
the same more or less

Dated July 26th-1849 Jesse Porter administrator of
Benjamin Thompson deceased

Filed August 16. 1849
James Kirkpatrick Clk

Jesse Porter adm. of the estate of Benjamin Thompson deceased
vs
Sarah Thompson et. al.

Union County Common Pleas
Petition to Sell Land

In obedience to the order of the court in this case after being first duly sworn and upon actual view of the premises in the said petition described we the undersigned appraisers do set off and assign to Sarah Thompson the widow of said Benjamin Thompson Deceased for her dower estate in the real estate mentioned and described in said petition so much of said Lands as is contained within the following bounds to wit. beginning at the Northwest corner of Jane McDowell's ~~in the~~ land, in the line of James Galloway's Jr Survey and running with his line N. 60 W. 102 poles to two Elms in the line of Galloway's Survey thence with another of his lines S. 7 W. 106 poles to a Stake at the end of the ~~Lane~~ leading from Robert Paris to Wm G. McDowell's. thence across the mouth of said Lane to the fence on the north side of said road leading to said McDowell's thence with said fence, (supposed to be S. 83 E. 75 poles to Jane McDowell's line. thence with her line N. 6½ E. 64 poles to the the beginning containing forty nine Acres be the same more or less.

The fence on the north side of the Lane leading from Wm G. McDowell to Robert Paris through said Thompson's Land is considered by us to be the south line of the Widow's dower.

The east half of said line fence shall be held and kept in repair by the said Sarah Thompson.

And we do estimate the real estate described in said petition subject to and encumbered by said dower at twelve hundred dollars ($1200).

August 15. 1849

Elipsay Burnham
James C Miller
John Reed Jr.
Appraisers

Fees. Appraisers each one day $3,00

No. 49-CH-28

Union Common Pleas Court.

Levin H Hastings
Plaintiff,

AGAINST

Joseph Russell, et al
Defendant.

MAR TERM. 1853

Settled

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Record No. Page

Ex. Doc. A Page

Chy No ~~XX~~ 16

Levan H Hastings

vs

Joseph Russel et als

Chy. No. ~~[illegible]~~
No 18 ~~[illegible]~~

Levin H. Hastings
vs
Joseph Russell et als

Ptfs. decree to be paid in 10 days or in default order of sale of the premises by m. bond — or law

for dem

In Union Com Pleas

Levin H Hastings

vs,

Joseph Russell
et al —

Bill in Chancery

Filed July 31. 1849
James Kirkpatrick Clerk

Allison & Curry

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

Humbly complaining Your Orator Levin H Hastings of the County of Union, represents to the Court, That on or about the 18th day of March A.D. 1836 one Joseph Russell of the same County purchased of your Orator, the following tract of land for which your Orator gave to the said Russell his Title Bond, to wit. Situate in the County of Union and State of Ohio, being part of Survey No. 9028 and bounded as follows, Begining at an ironwood and beech Northwesterly corner to George H Howser's land — thence running with his line S. 8. E. 86 poles to 2 beeches & an ash — thence S. 78. W. 47 poles to a stake in the line of land sold to William Wilmoth thence with said Wilmoth to his northwesterly corner 25 poles to a dogwood or stake — thence with another of Wilmoth's lines S. 78. W. 52 poles to a stake in said line — thence N. 15. W. 154 poles to a stake in the line of Wm Badley — thence with said line 100 poles to three beeches, northwesterly corner to William Richey's land — thence with said Richey's line S. 12. E. 80 poles to two beeches and a hickory, southwesterly corner to said Richey — thence with another of said Richey's lines N. 78. E. 14 poles to the place of begining containing one hundred acres. For the payment of the purchase money the said Russell executed to your Orator, his three several notes of hand with one Joseph K Richey as his surety, for the sum of one hundred and fifty dollars each, dated March 18th 1836 and payable on the first day of January ~~of~~ the years 1838 — 1839 and 1840 respectively, which periods have elapsed. And your Orator avers that all the payments that have since been made either by the said Russell or by the said Richey are endorsed upon the note which first became due — and are as follows, Nine dollars on the 1st day of ~~April~~ January A.D. 1839: — Forty dollars on the 1st day of April 1840. — Fifty dollars on the 2nd day of January 1843 — and seventy one dollars on the 29th day of January 1846. A copy of the said notes with the said endorsements is herewith filed and made part of this Bill marked (A). Your Orator did not retain a copy of the Title

(which bound your Orator to execute his deed upon full payment of the purchase money) bond aforesaid, which is in the possession of the said Joseph Russell.

Your Orator further represents that ever since the execution of the said Title Bond and notes, the said Joseph Russell has had the entire use and occupation of the said land and has wholly neglected, and failed, (as has also the said Richey), to pay the ballance of the said purchase money, all of which is due, and now amounts to a large sum, to wit, the sum of Five hundred and twenty seven dollars. The said Joseph Russell is insolvent and neglects and refuses to pay anything more on said agreement.

Your Orator further states that at all times since the execution of the said Title Bond he has been able, ready and willing to perform his covenants in said Title Bond contained, and is now ready and able to perform the same when ever bound so to do by the terms of said Bond, and to that end he tenders to the said Joseph Russell a good and sufficient deed for said premises, which deed is herewith filed and marked (B). and will be delivered upon the payment of said purchase money.

Your Orator therefore prays that the said Joseph Russell and Joseph K Richey may be made defendants hereto, and that they may answer the same fully and specifically, that the said Joseph Russell file with his answer the said Title Bond. And that on the final hearing hereof, that the said Joseph Russell may be decreed to specifically perform said contract for said real estate, and in default, that said contract may be cancelled, or said premises be sold to pay said purchase money now due, with the accruing interest. That your Orator may have the appropriate process on this his Bill. And such other and further relief as equity and good conscience may require &c.

By Allison & Curry
His Solts.

The Clerk will issue Subpoenas to Joseph Russell and Joseph K Richey the defendants above named

Allison & Lenny
Solrs for Complt

Union Com Pleas

Levin H. Hastings
by
Joseph Russell & Ors

Writ in Ctr

Filed August 13. 1849
James Kirkpatrick clerk

Served this writ August 11. 1849 by leaving at the residence of each of the within named defendants a certified copy thereof.

Fees — mileage 20
service 55
copies 20 = 95

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon Joseph Russell and Joseph R Richey.

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 Levin H. Hastings.

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

Witness, ~~JOHN CASSIL~~ James Kinkade jr, Clerk of our said Court, at the Court House, this 31st day of July A.D., 1849

James Kinkade jr Clerk of Common Pleas.

Levin H Hastings
vs
Joseph Russel et al

Recd of deft Joseph Russel the sum of ninety three dollars and thirty six cents, which with former payments, is in full of the above decree exclusive of Costs, which are to be paid by defendants,

Allison & Lewis
Solts for Compt.

March 21 1853.

L H Hastings
vs
Joseph Russivetar

Clerk fees Kirkwood	2,25
Shff Linder	1,43
Shf Malin to Decr 1st 1857	,64
	$ 4,32

Levin H. Hastings } In Union Comm. Pleas
vs } Rec'd of Philip Snider for
Joseph Russell et al } One dollar & forty three cents
Fees in this case
Aug 12. 1852

Philip Snider late Sheriff

Ku Kade 1,37

~~Jones 1,11 3,67~~

Spider 112

Malan 112

Jones 3 61

3 67

$7,28

Jan

~~17~~

~~24~~

~~30~~

33

1839.	Jany 1st Cr by Cash	$9.00
1840	April 1st Cr by Cash	40.00
1843	Jany 2nd Cr by Cash	50.00
1846	Jaly 29th Cr by Cash	71.00

L. H. Hastings
vs
Joseph Russell

Copy of Notes

(A)

Copy.

$150.00 Richwood 18th March 1836

On or before the 1st day of January 1838 we or either of us promise to pay to the order of Levin H Hastings One hundred and fifty dollars without defalcation for value received.

Attest Joseph Russell
John P. Brooking Joseph K Richey

Copy.

$150.00 Richwood 18th March 1836

On or before the 1st day of January 1839 we or either of us promise to pay to the order of Levin H Hastings One hundred and fifty dollars without defalcation for value received

Attest Joseph Russell
John P Brookins Joseph K Richey

Copy

$150.00 Richwood 18th March 1836

On or before the first day of January 1840 we or either of us promise to pay to the order of Levin H Hastings. One hundred and fifty dollars without defalcation for value received.

Attest Joseph Russell
John P Brookins Joseph K Richey

No. 47-CH-29

Union Common Pleas Court.

David Burnham
Plaintiff,

AGAINST

Ozias Kennedy
Defendant.

MAY
~~MAY~~ TERM 1850
MAY

Settled vc

Journal 4 Page 301

Record No. No Record. Page

Ex. Doc. Page

Chy No ~~34~~. 32

David Burnham et al

vs

Othias Kennady et al

Cost Bill made

no Record

Union Com. Pleas

David Burnham et al
vs
Othias Kenady et al

Bill -

Filed August 16. 1849
James Kirkpatrick p. CM

Cost Bill made
No Record

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

Your petitioners David Burnham and James Riddle respectfully represent that on the seventh day of July 1849, one Othias Renady being indebted to your petitioners as partners in trade under the name of David Burnham Sho, your petitioners on the day last foresaid did by the name of David Burnham Sho recover Judgment against the said Othias Renady before said by the consideration of, Andrew Reyes a justice of the peace of Milford Township in the said County, by the confession of the said Renady for the sum of seventy two dollars seventy six cents their debt and twelve and a half cents costs, upon which there has accrued other accruing costs to the sum of $ upon which judgment on the 9th day of July 1849 there was issued in due form of law an execution to a Constable of the said Township, who on the 3d day of August the present month returned the same, that the said Renady has no goods or chattels whereon to levy and make any part of the said execution. All of which will more fully appear by the transcript of the said justice Reyes duly certified and herewith made a part of the exhibits in this cause.

Your petitioners further represent that they know of no property of the said Renady out of which to make the amount of the said judgment except out of the equitable interest of the said Renady in the lands and tenements hereafter mentioned and described; and that the said judgment still remains unpaid, and in full force.

Your petitioners further represent that some time in March 1847 that one Robert D. Reed being seized of the lands & tenements herein next described, sold the same to the said Renady for the sum of eighty dollars to wit, two acres of land in Military Survey No. 4278 being in lots known as lots No. 6 and 7, laid out by the said Robert D. Reed as surveyed by Wm B. Irwin, adjoining the Milford & Marysville road on the west side. Your petitioners are not informed what part if any of the said Consideration money has been paid, but the said Reed put the said Renady into possession of the said land; and thereupon the said Renady went on to make large & valuable improvements thereon by building a dwelling house and other tenements.

Your Petitioners further represents that the said Reed has not conveyed the said land to the said Renady, but still holds the legal title in his own hands; but your Petitioners insists that the said land should be subject to the payment of the said judgment after the payment of any balance of any part of the said purchase money that still may remain due and owing to the said Reed. And your Petitioners offer to bring here into Court any balance due as purchase money to the said Reed as soon as the same may be ascertained and known the amount thereof.

Your Petitioners therefore pray that the said Othias Kennedy and Robert D. Reed be made defendants hereto by due process of subpoena, and that they may answer all and singular the premises; and that they may particularly state and set forth the terms of the sale of the said lands from the said Reed to said Kennedy what has been paid thereon and how much if any, is still due of the purchase money.

That upon hearing the title & interest of the said Kennedy be subjected to sale and out of the proceeds thereof there be first paid what may be yet due the said Reed as part of the purchase money, and out of the residue the amount due your petitioners on the said judgment be next paid.

And that your petitioners may have such other and further relief in the premises as may be agreeable to equity and good conscience.

And your petitioners will ever pray &c

Coles, and Powell & Buck

Sols. for Compt.

Union Com Pleas

David Burnham & Ors
vs
Thos Kennedy & Ors

Subpoena

Filed August 17. 1849
James Kirkpatrick Clk

Rec. Power & Rich
Attys

Served this writ August 16. 1849 by delivering A certified Copy thereof to each of the within named defendants = ~~Fees~~ = Mileage 25
Service 55
Copies 20 = $1.00

Philip Snider Sheriff
By Wm Wells Deputy

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Othias Renady and Robert D Reed

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 David Burnham and James Riddle

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

James Kirkadeff

Witness ~~John Cassil,~~ Clerk of our said Court, at the court house, this 16th day of August A. D, 1849

James Kirkadeff Clerk of Com. Pleas.

Filed Aug. 16. 1849
James Kirkpatrick Clk

David Burnham Ple, Suit Brought for the
vs Collection of three Notes
Othiel Kenady of hand 2 off $14.00 each
and 1 of $14.10 dated
Dec. 19th 1840 payable one
day after Date

amount of Judgment	72,74	July 7th 1849 defendant
Costs per	12½	Othiel Kenady appeared
Execution	25	without process and confessed
Costs per		
Transcript	31½	Judgment in favor of the plantiff

D Burnham Ple. for the amount due on said notes
Whereupon the interest was Calculated and Judgment was rendered against Othiel Kenady for the sum of Seventy two Dollars seventy six cents Debt and costs

Execution issued July 7th 1849 and delivered to I L Miller Constable august 3d 1849 Const.
I L Miller Returned the Execution indorsed as follows
The within named Othiel Kenady hath not any goods or Chattles whereof I can make any part of the amount of this Execution
august 3d/49 I L Miller Const.

State of Ohio Union County ss
I do hereby Certify the above to be a true and accurate Transcript of the proceedings had by and before me in the above Cause
Andrew Keyes J. P.

Filed Aug 16. 1849
I Kinkade for CM

Union Com. Pleas August Term 1849

David Burnham &
James Riddle
vs.
Othias Renady &
Robert D. Reed.

Bill in Chancery.

In this case issue subpoena returnable forthwith.

Coles & Powell & Buck
Sol. for Compt.

No. 49-CH-30

Union Common Pleas Court.

Abigail Gandy Plaintiff,

AGAINST

Shepherd Gandy Defendant.

AUG TERM. 1850

DECREE FOR PLAINTF

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Ex. Doc. Page

who are now residents of the State of Ohio

And your orator further prays that on final hearing the Heirs George W. and Henry W. Ap[illegible] may be decreed to convey to your orator in fee simple free from all their interest claim and demand in and to said land by covenants of special warantee or by quit claim as to your honors may seem meet & proper and that your orator may have such other & further relief as to your honors may seem equitable in the premises and as in duty bound your orator will ever pray &c

By P. B. Leale
his Solicitor

The Clerk will issue a subpoena for Stephen Gandy

P B Leale

Union Com. Pleas
Original Equity
No 5 Filed in Open
Court
Stephen Gandy et al.

Filed November 21. 1874
James McNair Clk

Recorded

By P. B. Leale

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

Respectfully represents unto your honors your orator Abijah Gundy of the County and State aforesaid that in or about the year of 1826 or 1827 one Henry H Gundy then in full life but since deceased made a verbal contract with your orator to sell to your orator the following land to wit part of Survey No 36.92 of one hundred acres beginning at a stake in the centre of the Creek John Wood's S E corner and line running with old original line of Survey No 36 92 to the centre of the Belefontaine Road thence along said at a stake in a line run in 1826 thence along said line to the centre of the creek thence down the creek with the meanders thereof to the place of beginning

your orator represents that - that the said Henry H Gundy was his father and by said contract of sale agreed to let your orator have said land for one half of the original purchase money paid by the said Henry H Gundy the said original purchase money being one hundred & fifty Dollars and consequently the amount to be paid by your orator was seventy five Dollars. your orator further represents that - said Henry H said to your orator on such favorable terms, under pretence of aiding and assisting your orator from as an emergence of natural affection to your orator, and thereby agreed ~~to~~ that your orator might pay the sum when ever he got become able to do so & without interest

And your orator further represents that - in pursuance of said agreement he the year 1827 - or 1828 took

possession of said land and has held uninterrupted possession of the same until the present time and has made large lasting and valuable improvements thereon. And your orator further represents that on the 31st day of March in the year 1834 your orator paid on said land to ~~paid~~ the said H. H. Gandy the sum of Thirty Dollars and took his written receipt the same acknowledging it as a payment on said land. And also on the 22d day of July 1834 your orator made an other payment on same of Twenty Dollars and took a like receipt for same. which receipts are here with filed marked (A) & (B) and made a part hereof. And your orator further represents that in April 1846 he tendered to the said H. H. Gandy Thirty Dollars for the balance of the purchase money aforesaid and demanded a deed for said land but the said H. H. Gandy refused to accept said money or to make a deed, and your orator further represents that ever since said tender he has been ready and willing to pay said money and still is. And your orator further represents that the said H. H. Gandy on the 6th day of April 1849 made his last will and thereby devised and bequeathed to your orator to George W. Gandy and Henry H. Gandy Jr. the said one hundred acres of land in common and in equal parts thereby investing the said George W. & Henry H. Gandy Jr. with the legal title of two thirds of your orators said one hundred acres of land, thereby violating his said contract with your orator for said land. Your orator further represents that since the death of his said father he has written to the said George W. & Henry H. Gandy Jr. requesting them to quit claim to him the title thus conveyed to them by said last will to the said land, as they both know

of your orators said contract for said land with the said Henry H Gundy Dec'd. and that said land justly belonged to your orator. but the said George W. & Henry H Gundy Jr. have both neglected & refused thus far to comply with your orators most just & reasonable request in that behalf. your orator therefore charges that he is ready to to pay the balance of said purchase money and hereby brings the same into Court. your orator further represents that Shepard Gundy has been appointed executor of the last will and testament of the said Henry H Gundy Dec'd. and the prayer of this bill is that the said Shepard Gundy George W Gundy and Henry H Gundy Jr.

may be made defendants to this bill and that the said George W & Henry H. Jr. may answer upon their corporal oaths the matters and things set forth in this bill and that ~~said~~ they say, just ~~If they are speak and say~~ if they are or either of them do not know that the contract set out in this bill between your orator & the said Henry H Gundy for the sale of said land is not correctly stated in this bill - also that they answer 2dly if ~~they said~~ your orator has or did not request them to quit claim to him their title in said land as set forth & charged herein and that they answer specifically "all other matters and things herein set forth," your orator therefore prays process of subpoena against said Shepard Gundy

and publication as to George W Gundy & Henry H Gundy Jr.

A. Gandy

v.

S. Gandy et. al.

proof put.

Filed May 27, 1850

John Kirkpatrick Clk

NOTICE.

Abijah Gandy	IN CHANCERY.
vs.	
Shepard Gandy, George Gandy, & Henry H. Gandy, jr.	IN UNION COMMON PLEAS.

THE said George Gandy and Henry H. Gandy, Jr. are hereby notified that on the 21st day of November, A. D., 1849, Abijah Gandy, of the county of Union and state of Ohio, filed in the Court of Common Pleas of said county, a bill in chancery against the said Shepard, George, & Henry H. Gandy, jr. the object and prayer of which bill is as follows: First: said bill alleges that about the year 1826, or 1827, the said Abijah bought by verbal contract of Henry H. Gandy, now deceased, the following described land to wit: part of survey No. 3692, situate in said county, on Bokescreek, beginning at a stake in the centre of the creek, John Woods' s. E. corner and line running with the old original line of the survey to the centre of the Bellefontaine Road; thence along said road to a stake to a line run in 1826; thence along said line to the centre of the creek; thence down the creek with meanders thereof to the place of beginning, containing one hundred acres. Said bill further alleges that the said Abijah took possession of said premises about the year 1827, and has held uninterrupted possession thereof from that time to the present, and has made lasting and valuable improvements on the same; said bill also charges that the said Abijah, by the terms of said contract, was to pay seventy-five dollars for said land so soon as he should become able to do so, and to pay no interest thereon. Fifty dollars of which purchase money is charged to have been paid to said Henry H. Gandy in the year 1834.—And it is further alleged in said bill that the said Abijah tendered to the said Henry H. Gandy thirty dollars as the balance of said purchase money in April, 1846, and demanded a deed for said premises, but that the said Henry H. Gandy refused to make said deed or receive the money—and that no conveyance has ever been made to the said Abijah for said premises, that he has at all times since, and still is ready to pay said balance; said bill further charges that the said Henry H. Gandy in violation of his said contract made his last will, and thereby devised said land to the said George Gandy, Henry H. Gandy, Jr. and to the complainant, in common, and in equal proportions. The said bill also charges that the said Abijah has, since the death of the said Henry H. Gandy, called upon the said George and Henry H. Gandy, Jr., to quit claim to him their title thus acquired in said land, in consequence of his said contract for the purchase of the same—and this it is alleged they have neglected to do. And the prayer of the bill is that the said George Gandy and Henry H. Gandy, jr., may be made defendants to said bill, and be compelled to convey their title in said premises to the said Abijah Gandy. And the said George Gandy and Henry H. Gandy, jr., are further notified that unless they appear and plead, answer, or demur, to said bill within sixty days after the next Term of said Court, the said Abijah Gandy, at the term next after the expiration of said sixty days, will apply to the Court to take the matters of the bill as confessed, and to decree thereon accordingly.

P. B. COLE, *Solicitor for Complainant.*

Attest: JAMES KINKADE, Jr., Clerk.

December 26, 1849. n15w6pf$10,50

Personally appeared before me a Justice of the Peace in and for the Township of Paris Union County and State of Ohio, David W. English and made solemn oath that the annexed advertisement was published in the Marysville Tribune (of which he is printer) published and in general circulation within said County of Union; for six consecutive weeks immediately after the 26th day of December A.D. 1849.

David W. English

Sworn to and subscribed before me this 25th day of May A.D. 1850.

James Lowman J.P.

Wm Campbell

Hezekiah Gandy
vs
Shepard Gandy
Det in ctp

Filed Nov. 26. 1849
Samuel Rutledge Clk

Served this writ November 24. 1849 by delivering to the within named Shepard Gandy a certified copy thereof. Fees = mileage 50
service 35
copy 10 = 95

Philip Snider Sheriff
By Wm Wells Deputy

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Stephard Gandy

if he may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer a Bill — in chancery, exhibited against him — by Abijah Gandy,

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 21st day of November A. D. 1849

James Kinkade Jr

Clerk of Common Pleas.

Shepard Gandy

Answer

Filed Aug 12. 1850
James Kirkado p CK

Abijah Gandy } Wm Cum, Plea
vs
Shepard Gandy et al. }

The separate answer of Shepard Gandy executor of Henry H Gandy Dec'd. to the bill of complaint filed against him and others by Abijah Gandy

- The said Deft Shepard Gandy for answer to said bill of complaint says that the said complainant Abijah Gandy has been in possession of the land described in the bill for many years - that Defendant is not personally acquainted with the purchaser for the sale of said to the complainant - but has heard the said Henry H Gandy deceased, in his lifetime state that the land in question was sold by him the said Henry H Gandy to the said Abijah Gandy many years ago - that - the said Abijah was to pay the said Henry H. Gandy one half of the purchase money, paid by said H. H. Gandy originally for the land when he the said Abijah should become able to do so. - Defendant has understood that the said Abijah has made some payments on the land - but cannot say what amount he also was present & saw the said Abijah make a tender of some money to the said H. H. Gandy dec'd in 1846 said at the time to be $30. and was claimed by complainant to be the balance due on the land, which the said H H Gandy dec'd refused to receive - and having thus fully answered he prays to be dismissed

Sheppard Gandy

Abegah Gandy

18

Sheadyth Gandy et. al

In Chancery for Lucas Common Pleas

Depositions will be taken in this Case by the plaintiff at the office of James Turner Esq. in the Town of Maumee County of Lucas and State of Ohio on the 26th day of July AD 1850 between 6 A.M. & 9 P.M.

Dated July 20 1850

Abegah Gandy

I accepted service on the within July 23rd 1850

Sheppard Gandy

Depositions of witnesses taken in a cause pending in the Court of Common Pleas in Chancery for the County of Union and State of Ohio wherein Abigail Gandy is plaintiff and Sheppard Gandy George Gandy and Henry H Gandy are defts. for said said plaintiff in pursuance of the notice hereto attached and at the time and place therein mentioned

Henry Goodrich of the County of Union of lawful age being first duly sworn as hereinafter certified deposes as follows

Question by Plaintiff - Do you know any thing concerning the contract between the plaintiff and his father Henry Gandy deceased in regard to the purchase by the said plaintiff of his said father of the farm on which he the said plaintiff now resides in Leesburg Fairfield Union County - and in Survey No 3692-5 If you do know any thing concerning the same please to state all about it.

answer. I heard the said Henry H Gandy and the father of the Plaintiff say that he was to let Abigail Gandy have the farm for half the amount of the purchase money he said that Abigail Gandy was to pay for it as soon as he could conviently he had this conversation with me as much as three times. the first time he told me this was about the year 1833. he told me the same same two years after and the last time was a short time before his death he stated after the Election of General Jackson that he had altered his notion. the reason he gave for this was that Abigail Gandy would not vote for Jackson at the first conversation he said he had brought Abigail Gandy on with the understanding that he was to have the land as stated above

Henry Goodrich

Also at the same time & place came John Wood of lawful age of the County of Union being duly sworn as hereafter certified testifies as follows

question by plaintiff - What did Henry T. Gandy Dec'd. pay for acre for the one acres of Land on which Abigah Gandy now resides in Surry C.D. 86.92.

answer, he gave one dollar & fifty cents per acre for the Land

question Now long has Abigah been in possession of said Lands & What improvements has he made on it?

answer, he has been in possession about twenty three years. there was no improvements on the Land at the time it was bought. I should think there was about fifty acres improved at this time. there is an orchard. house barn & other necessary building & improvements on said Land.

John Wood.

Also at the same time & place William Foster of lawful age of the County aforesaid depones as follows

question by Pltff - Please to state if you ever heard any Covenant between Abigah Gandy & his father in regard to this Land? and if so state what it was - and when?

answer, in April 1846. Abigah Gandy brought some money to the house of Henry T. Gandy Dec'd and stated that he had brought the money for the purpose of making the last payment on his Land. the said Henry T. Gandy Dec'd said he would not receive it & forbid its being carried in his house. Abigah Gandy then took up the money and went a way with it. the money he had was silver. I suppose there

was at Least thirty dollars per hap
more
Question Are you acquainted with the hand
write of Henry H Gandy Sr. & if so
State if the Letter hereto prefixed
(C) purporting to be subscribed by him
is the hand writing of said H H Gandy

answer. I am acquainted with his
hand writing. the Letter referd to
i would take to be his hand writing

Question Are you acquainted with the
hand writing of Henry H. Gandy the father
of the plaintiff - If so. State if the two receipts
hereunto filed marked one (A) & the other
(B) are the hand writing of said H H Gandy

answer. I believe them to be
his writing. i am well
acquainted with his hand writing
William Foster

John Wood being recalled deposes further as
follows.
Question Are you acquainted with
the hand writing of George W Gandy
if so State if the letter hereto filed
purporting to be signed by him - and now
marked (D) is the hand writing of said
G W Gandy?
answer. I believe it
to be his hand writing
I have seen his hand writing
John Wood

I James Lyons a Justice of the peace
in and for the Township of Paris in the
County of Ulman & State of Ohio do hereby
certify that the above named Henry
Goodrich. John Wood & William
Foster were by me first duly sworn
to testify the truth the whole truth and
nothing but the truth and that the
foregoing Depositions by them

respectively subscribed were reduced to writing by me and were taken at the time & place specified in the recorded notice - In Testimony whereof I have hereunto set my hand this 26 - day of July AD 1850

James Lyons
Justice of the peace

Fee bill

James Lyons	JP —	75 —
A Goodrich Wit		50
J Woods do		50
W Foster do		50
		$2,, 25

Abijah Sandy
vs } Depositions
Shepherd Sandy. Et. al

Filed July 26. 1850
Jas Kirkpatrick Clerk

To the Clerk of the
Court of Common Pleas
Muncie County
Ohio

20.00
30.00
[illegible]0.00
25.00

(8)

No 2.

H H Gandy
Receipt for
$20

July th 22 1834 Then Recevd of Abijah Gandy
twenty Dollars towards his Hundred acherS of Land
Recevd By — Henry H Gandy

(A)

No 1
HH Gandy's
Rent for
$30..00

March th 31 1834

Then Recivd of Abijah Gandy thirty Dollars towards paying for 100 acres of Land where he now lives

Recivd By Henry H Gandy

Box 20

No. 49-CH-31

Union Common Pleas Court.

Wray Thomas
Plaintiff,

AGAINST

Nicholas W. Harlewell
Defendant.

JUN TERM. 1851

DECREE FOR PLAINTIFF

Journal 5 Page 36

Record No. 6 Page 121

Ex. Doc. A Page 74

Chy no ~~#0~~ ~~2~~ #26.

Wray Thomas
vs
Nicholas N Harland
et al

1000

1023
5.3
5.10

Cost Bill made
Record

Recorded

Union Com Pleas

Mary Thomas
v
Nich H Marlow
et al

Bill in Chy.

Filed November 21. 1849
James Kirkpatrick C M

Cost & Bill made
Record

Recorded

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

Your Orator Mary Thomas of Franklin County Ohio represents:

On the 19th June 1818 a patent issued from the United States to Margaret Core, the only heir & representative of William B Bunting whereby she was vested with a perfect title in fee simple to Survey No 5870 (five thousand Eight hundred and seventy) situate in said Union County containing one thousand acres of land, reference being had for the metes and bounds of said survey to said patent recorded in Vol 8 p 308 of patents for land granted to the Virginia military line on Continental Establishment in the General Land Office of the U States. Said patent is herewith exhibited.

That the said Margaret died about the year 1820 and her heirs and legal representatives afterwards and about the year 1840 conveyed said premises to your Orator, and which deed herewith exhibited is recorded in the recorders office of said Union County reference being thereunto had. That by said deed your Orator was vested with a perfect estate in fee simple in said premises.

Your Orator by himself and tenants under him in the year 1844 took possession of said premises and has ever since been in possession of the same

Your Orator further represents that Nicholas

✓ N Harlan
✓ David M Harlan
✓ Nathaniel C Hale
✓ George N Hale
✓ Nicholas N Harlan
✓ George N Harlan
✓ Jacob Strickle and
✓ Mary M S Strickle his wife
Lucy N Harlan
✓ Edith A Harlan

v and Rebecca C Marlan,

who are made parties defendants to this bill set up a claim to said premises, which throws a cloud upon your Orators title; whereas in truth and in fact they have not nor hath either of them any title whatsoever to said premises.

Your Orator therefore prays that his title may be examined into by ~~said~~ this Court, the said defendants, compelled to answer this bill and set forth their pretended claim, and they decreed to release their claim to your Orator or disclaim title in the said premises and that your Orator may have such other and further relief as to this Court may seem meet.

Swan & Andrews
Solrs for Compt.

Personally served on Nicholas W Harlan jr
and George W Harlan ballance not
found in my Bailiwick
March 10th 1851

Fees Serving and return	5-5-
2 Copys	40
	3-
	10 0

Jonah Carr
Sheriff Logan County

Union Common Plea
Mary Thomas
vs
Nicholas W. Harlan et al
Sub in chy

Filed July 5, 1851
J. A. Kinkaid clerk
By J. H. C. 1851

Recorded

Rec'd of Jos. W. Thomas Twenty
dollars in full for Bank stock

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~Union~~ Logan, Greeting:

We command you to summon — Nicholas W. Harlan, David M. Harlan, Nathaniel C. Hale, George W. Hale, Nicholas W. Harlan, George W. Harlan, Jacob Strickle and Mary M. Strickle his wife, Lucy W. Harlan Edith A. Harlan, and Rebecca C. Harlan —

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a — Bill — in chancery, exhibited against them — by Wray Thomas —

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 28th day of February A. D. 1851.

James Kinkade Jr

Clerk of Common Pleas.

We, the undersigned, do hereby acknowledge due service of this writ —

D. W. Harlan adm
N. W. Harlan

Personally Served as to Jacob W. Shukle and Mary his wife George W. Hale Nathaniel C. Hale & Edith A. Harlan each an attested copy this writ On the 28th September 1849 Nicholas W. Harlan and George W. Harlan not found within my Bailiwick

Fees
5 Serves 1.15
5 copies 1.00
$2.15

J. Harlan Shff
Clinton County

Lucy Ann Harlan

Rebecca Carter Harlan

Union Com. Pleas

Wray Thomas
vs
Nicholas W. Harlan & others —

Suit in eqy

Lucas & Andrews
Complts. attys —

Filed January 24, 1850
James Kirkpatrick, Pr. Clerk

Recorded

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~Union~~, Greeting:

We command you to summon Nicholas W Harlan, David M Harlan, Nathaniel C. Hale, George W. Hale, Nicholas W Harlan, George W Harlan, Jacob Stuckle and Mary M Stuckle his wife, Lucy W Harlan Edith A Harlan and Rebecca C. Harlan

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a

Bill — in chancery, exhibited against them — by

Wray Thomas —

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 21st day of November A. D. 1849

James Kinkade Jr Clerk of Common Pleas.

Filed Feby 17. 1851
J Kirkpatrick for clerk

Put in

Columbus, Feb. 13, 1871

Dear Sir,

Please issue another subpoena, and send it to me, against all the defendants - In your letter enclosing the writ to me, please mention the names of those defendants who were served on the former writ - Direct the writ to the Sheriff of Clark County, O -

Very Truly
Yours
P. B. Wilcox

Filed Feby 28. 1857
Jas Steinrod pr CR

Subpoena
issued

Columbus, Feb. 26. 1857.

Dear Sir:

On forwarding the Writ of Subpoena in the Case of Harlan's heirs, it turns out that it should have been directed to the Sheriff of Logan County, instead of Clark.

Please send me another writ directed to the Sheriff of Logan -

Very Truly
Your P. B. Wilcox

Wray Thomas
vs
N. W. Harlan et al

Cos A Bill

$\frac{1.2}{1.28}$

Wray Thomas. vs Nicholas W. Harlan et als

Kirkland, Clerk &c Plff. Defts.

file 6. Mac 6. Apr 8.	.20
Copy of Bill	30
issuing Sup. 25 file & Return 10.	35
Copy	.15
2 files	.08
Sub to Clark Co	.25
Sub Logan Co	25
file & Return 10. Copy 15	.25
111 " continuances	.40
Entry & Docket.	.20
Cost Bill & Stats.	.47½
Record	1.50
	$ 4.40

Shff. Snider	.32	
" Malin	.32	
" J Harlan Clinton Co.	2.15	
" Jonah Barr. Logan Co	1.00	paid by N. W. Harlan

No. 49-CH-32

Union Common Pleas Court.

Morse Isaac
Plaintiff,

AGAINST

Wm H Watson
Defendant.

MAY TERM, 1850

Settled

Journal 4 Page 286

Record No. No record Page

Ex. Doc. Page

Chy No 41

Isaac A. Morse

vs

William M. Watson

Cost Bill Made

No Record

Isaac A Morse
vs
Mr M Matson

Filed November 22 1849
James Hinkle Jr Clk

Plaintiff's Clerk
Defendants for complt

Costs $3,36

Isaac A Morse
vs
Wm M Watson

Nov Term AD 49
In the court of Common Pleas within and for the County of Union and State of Ohio in Chancery Setting

Isaac A Morse of the county of Union & State of Ohio represents that William M Watson of the County and State aforesaid (and whom your orator prays may be made defendant to this Bill) being or pretending to be seized in fee simple of a certain tract of land situate in the said County of Union and described as follows Lying on or near the waters of Buck run part of two surveys Nos 6295 & 5956 Beginning at three iron wooods thence N 38 W 8 poles to the line of lands belonging to Mr Forbes thence N 52 E 149 poles passing the corner and on the line of said Forbes land and the line of survey 3697 entered by Cook to a stake thence S 38° 49' E 69 poles to a whitoak & ash thence south 59 poles W 47 poles to a chery oak and ironwood thence N 38° W 61½ poles to the beginning containing fifty six (56) acres more or less (and the said William M Watson being in arrear of Two Hundred & Seventy Six (276) Dollars did in or about the month of Oct A D 1846 apply to your orator to lend him the sum of Two Hundred & Seventy Six (276) Dollars to be secured by a mortgage on said premises, that your orator did lend & loan to the said William M Watson the said sum of Two Hundred & Seventy Six (276) Dollars and thereupon the said William M Watson to secure the payment of the

same with lawful interest, by his deed duly executed and dated on or about the 10th day of Oct AD 1846 conveyed the premises to your orator in fee simple, but subject nevertheless to a condition of defeasance on the payment of the said sum of Two Hundred & Seventy Six (276) Dollars with lawful Interest on the ~~second~~ 10th day of Oct AD 1849 by several promissory notes payable as follows Fifty Dollars on or before the first day of ~~Oct~~ May AD One thousand Eight hundred and Forty Seven and one Hundred & Thirteen Dollars (113) on or before the 10th day of Apr AD 1848 and One Hundred and Thirteen on or before the 10th day of Oct AD 1849 ~~and~~ ~~Which your orator disposed of the Two first of the several obligations mentioned and knows not whether they have been paid or otherwise disposed of~~ thereupon moving as in and by said Deed of Mortgage a copy of which is herewith filed and made part of this bill will more fully appear Marked A

Your orator further represents that neither of the said sums of ~~money~~ (276) Two Hundred & Seventy Six Dollars ~~nor~~ any part thereof was paid to your orator at the time limited in that behalf; whereby the legal estate 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 276 Dollars ~~that the same~~ principal and a large arrears of Interest thereon

being due he applied the said William M Betson 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 writ of subpoena may be issued against the said William M. Betson 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 the 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

Stanton & Clark Sol for complt

Wm M Watson
to mortgage
Isaac A Morse

Mentioned A

Filed Nov. 22. 1849
James Kinkade pr Clk

William M Watson
To Mortgage
Isaac A Morse

Know all men ~~that I~~ by these presents that I William M Watson of the County of Union & state of Ohio in consideration of the sum of Two hundred and Seventy Six Dollars (276) in hand paid by Isaac A Morse of the same county & state have bargained and sold and do hereby grant bargain and sell and convey unto the said Isaac A Morse his heirs and assigns forever the following premises situate in the County of Union Ohio and in the Township of ~~Allen~~ and bounded and described as follows (viz) Lying on or near the waters of Buckeye & part of two surveys Nos 6291 & 5746 bounded and described as follows Begining at Three Ironwoods thence S 88 W 9 poles to the line of lands belonging to Wm Forbes thence N 52 E 149 poles passing the corner end in the line of said Forbes land and the line of Survey No 3677 Entered by John Cordie to a stake thence S 37° 49" E 69 poles to a whiteoak and ash thence S 9 W. 147 to a ~~Buckeye~~ Chery Sed ~~[illegible]~~ and Iron wood thence N 88° W 61½ poles the begining containing fifty Six acres be the same more or less to have and to hold said premises, with the appertinances unto the said Isaac A Morse his heirs and assigns forever Provided always and these presents are on these conditions that whereas the said William M Watson hath executed to said Isaac A Morse his promissory notes of even date herewith for the payment of the following sums of money at the times following fifty Dollars ($50) on the first day of May one thousand Eight hundred and forty seven (1847) and

one hundred & thirteen Dollars (113) on the 10th day of April one thousand Eight hundred and forty Eight (1848 and one Hundred and thirteen on the 10th day of Oct one thousand Eight Hundred & forty nine (1849) with interest Now if the said William M Watson shall pay the said several sums of money to said Isaac A Moore or his assigns when the same shall respectively become due with the interest thereon and these presents shall to be void otherwise to remain in full force in testimony whereof the said Wm M Watson has hereunto set his hand and seal this 10th day of Oct A D 1848

Signed in presents of
Albert D Lafford
David Burnham

Wm M Watson (Seal)

The State of Ohio Union County ss
Before me David Burnham a Justice of the peace in and for the County personally appeared the above named Wm M Watson and acknowledged the signing and sealing of following conveyance (it being a mortgage to be his voluntary act and deed 11th day of November A D 1848

David Burnham J P

filed and recorded January 6th 1849 at 1 o'clock P M

James Skinner Recorder

Union Comm Pleas

Isaac N. Morse

vs

William M Watson

Subpoena

Filed November 24. 1849

James Mullaly Jr Clerk

Martin Polack

Pltffs atty

Served this writ November 24, 1849 by leaving a certified copy thereof at the residence of the within named William M Watson

Fees= mileage 25
service 35
copy 10 = total 70 cts

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon William M Watson

if he may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer a

Bill in chancery, exhibited against him — by

Isaac A. Morse

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville,

the 22nd day of November A. D. 1849

James Kinkade Jr

Clerk of Common Pleas.

Chancery Case File

Case No. 1849-CH-0033

No. 49-CH-33

Union Common Pleas Court.

Rose Ann McMillen
Plaintiff,

AGAINST

W Rousette et al,
Defendant.

AUG TERM. 1850

Dismissed

Journal 4 Page 381

Record No. No Record Page

Ex. Doc. Page

Chy. 34

Rose & McMillen

vs

C M Rose & R Welsh

Amount of Notes & Interest

$166.00.

Cos & Bill made no Record

Union Com. Pleas

Rose & McMillen

vs } Bill to foreclose

C W Rouille & R. Welch

Filed November 22, 1849
James Kirkpatrick Clk

By W Blevle
Sol. for Complt.

Issue a subpoena for C W Rouille & Robert Welch defendants returnable Nov. 28 1849

W Blevle

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

Respectfully represents unto your honors your orators ~~that C W~~ Rose and McMillin of the County of Montgomery and State of Ohio that on or about the 10th day of August AD 1846 one C W Rosette (and whom your orator prays may be made defendant to this bill) executed a mortgage to your orator in fee simple upon the following real estate situate in said County of Union ~~to wit~~ and the Town of Marysville to wit part of Survey No 3387. part of Lot No 1. of Margaret Bailys Subdivision of her two thirds of same Survey Beginning a stake two poles East of the South East Corner of a Lot sold to Rowland Lee on the North of a Street leading from the Centre of the Town of Marysville thence N. 10 poles to a stake thence East about 15 poles to a stake in the line of Lot No 2. thence North about 20 poles to a stake in the Waters Edge of Mill Creek thence up said Creek with the meanders thereof in any stage of water to a stake in the line of said Lee's Lot thence with said Lee's line South about 30 poles thence East 2 poles to the beginning being two acres of land more or less and which Mortgage bearing date the day and year last aforesaid was executed as aforesaid in order to secure the payment of two certain promissory notes of the said C W Rosette of even date with said Mortgage of one hundred Dollars each one of said Notes payable on the first day of May Eighteen hundred and forty eight with interest from date and the other of said Notes payable on the first day of May Eighteen hundred and forty nine also with interest

And your orator represents that said mortgage was duly recorded in said County of Lenawee on the day of at o'clock M and your orator further represents that said sums of money payable by said notes to wit the sum of two hundred dollars with interest was not paid to your orator at the times limited in said mortgage and that thereby the estate of your orator in said mortgaged premises became absolute at law. And your orator further represents that since the executing and recording of said mortgage the said C W Rosette did convey in fee simple on the same premises to another person to wit to Rawson Welch of the County of Lenawee (and whom your orator prays may be made a defendant hereto) dated the day of And your orator further represents that the said sums so due your orator as aforesaid from said Rosette with the interest accrued thereon is now due to your orator on the security of said mortgaged premises; and your orator has frequently and in a friendly manner applied to the said C.W. Rosette and requested him to pay the same which he the said Rosette refuses to do. Your orator therefore prays process of subpoena against the said Rosette and Welch so that they may answer the matters & things set forth in this bill. and that an account may be taken under the direction and decree of this honorable Court of what is due on said mortgage to your orator for his principle and said interest aforesaid and that the said Rosette shall be decreed to pay what shall thus appear to be due with costs & in default of such payment said mortgaged premises may be sold upon proper notice at public auction and the proceeds applied to the payment of your said claim and that your orator may have such other relief as to your honors shall seem meet and as in duty bound will ever pray. R B Beale Sol for Complt

C W Rosette

To } Mortgage

Rose & McMillen

Filed for Recon
May 20th 1847.
2. o'clock P M
& Recorded May 21st
1847 – 8. o'clock A M
in Book 10. Pages
542 & 543

James Turner
Recorder
M. C. O

fee paid 62

Know all men by these presents that I Charles W Roselle of the County of Union and State of Ohio in consideration of the sum of two hundred dollars in hand paid by Rose and McMillen of Dayton Ohio have bargained & sold and do hereby grant bargain and sell and convey unto the said Rose and McMillen their heirs and assigns forever the following premises situate in the Town of Marysville in said County of Union and bounded as follows ~~the undivided half~~ part of Survey No 3351 part of lot No one of Margaret Bayly's Subdivision of her two thirds of said Survey. Beginning at a stake two poles East of the South East Corner of a lot sold to Rowland Lee, on the North of a street leading from the centre of the town of Marysville thence North ten poles to a stake thence East about fifteen poles to a stake in the line of Lot No two thence N. about twenty poles to a stake in the waters edge of Mill Creek thence up said Creek with the meandering thereof in any stage of water to a stake in the line of said Lee's lot, thence with said Lee's line South about thirty poles thence East two poles to the beginning being two acres of land more or less — To have and to hold said premises with the appurtenances unto the said Rose and McMillen their heirs and assigns forever. — Provided always and these presents are upon this condition that whereas said Charles W Roselle hath executed to the said Rose & McMillen his promissory notes of even date herewith for the payment of the following sums of money at the times following one hundred dollars on the first day of May A D 1848 with interest and one hundred dollars on the first day of May in the year Eighteen hundred and forty nine with interest. Now if the said Charles W Roselle shall pay said several sums of money to the said Rose and McMillen or their assigns when the same respectively become due with interest then these presents to be void otherwise to be and remain in full force — In testimony whereof the said Charles W Roselle has hereunto set his hand and seal this twelfth day of August in the year Eighteen hundred and forty six.

Executed in presence of

P Black

James M. Williams

C W Roselle (Seal)

State of Ohio Union County ss

Before me James M Williams a justice of the Peace in and for said County personally appeared the above named Charles W Roselle and acknowledged the signing and sealing of the above instrument to be his voluntary act and deed. I also certify that that three words in the commencement of the fifth line from the top in this deed were defaced as before this deed was signed and acknowledged, also the word pole inserted in the sixth line and initialed with my name

James M. Williams J.P. (Seal)

to

0,00

Wm Rodetts
Note 100.00

April 9 1849 Rec'd
on the Rostrum per
R. Welsh Seventy
Dollars (#70)

April 19
Paid #5.

#63.78 ¾

$100

On or before the first day of May Eighteen hundred and forty nine I promise to pay Rose and McMillen or order One hundred dollars with interest

August 10 1846

C. W. Rozette

Rose & McMillen
vs

Rosette & Nelson

Praecipe

Filed June 27. 1850
D Kinkade p e M R

Rose & McMillin
vs
Rosette & Welch

Issue a writ in this case
for the sale of the property

To J Ken Rude Jr clerk

P Bloole Atty for
Pltff.

June 26 1852

C. D. Rafel
Notes $20

pincapale $1.00
Jet 22.30
$ 122.30

$100. On the first day of May Eighteen hundred and forty eight I promise to pay Rose and McMillan or order one hundred dollars with interest

August 10 1846

C. W. Rosette

Union Com. Pleas

Rose & McMillan
v
C. W. Rosette & Rawson Welch

Subpoena

Filed Nov. 26. 1849
James Kirkpatrick Clk

P. Blake Complts Atty

Served this writ November 24. 1849. by delivering to C. W. Rosette & Rawson Welch each a certified copy thereof. Fees = mileage 70
service 55
copies 20 = $1.45

Philip Snider Sheriff
By Wm. Wells Deputy

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon C W. Rosett and Rawson Welch,

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, Forthwith ~~on the first day of the next Term thereof~~, to answer a Bill — in chancery, exhibited against them — by Rose & McMillen

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 22d day of November A. D. 1849

James Kinkade Jr. Clerk of Common Pleas.

Union Com. Pleas

Rose & McMillen
vs
M. Rosetto
Rawson Welsh

Decree for $166..00
Costs - 5..24

Int from May 30/50

Filed August 12th AD
1850 James Kinkade Clk

P. Bleolo Solr for
Compt

Received this writ June 27th 1850. Returned
By order of P. B. Cole Attorney for Plaintiff without
levy. August 12. 1850
fees = mileage 5
service 35
Philip Snider Sheriff

The State of Ohio Union County ss-

To the Sheriff of Union County Special Master &c. Greeting-

Whereas at the May term of the Court of Common Pleas. Continued and held for said County on the 30th day of May A.D. 1850. in a certain Cause in Chancery. therein pending wherein Rose & McMillen. Complainants and C. W. Rosell and Rawson Welsh. Defendants. The Court ordered and decreed that you expose to sale the premises in the bill described as follows to wit: Situate in said County of Union and the town of Marysville to wit. part of Survey No. 3351 part of lot No. 1. of Margaret Baileys Subdivision of her two thirds of said Survey. begining a stake two poles east of the south east corner of a lot sold to Rowland Lee. on the north of a street leading from the Centre of the town of Marysville. thence N 10 poles to a stake: thence east about 15 poles to a stake in the line of lot No 2. thence north about 20 poles to a stake in the waters edge of Mill Creek: thence up said Creek with the meanders thereof in any stage of water to a stake in the line of said Lee's Lot. thence with said Lee's line south about 30 poles: thence east 2 poles to the begining being two acres of land more or less. to satisfy the said Complainants. in the sum of One hundred and Sixty six dollars. with interest from the said 30th day of May A.D. 1850. until paid. Together with the costs of this suit taxed to $5.24 and the accruing costs on said decree. and make report of your proceedings herein to the next term of said Court.

Witness James Kirkade jr Clerk of said Court at Marysville this 27th day of June A.D. 1850.

James Kirkade jr Clerk

Chancery Case File

Case No. 1849-CH-0034

No. 49-CH-34

Union Common Pleas Court.

Directors Leesburg Tp.
Plaintiff,

AGAINST

Benj. White et al,
Defendant.

MAY TERM. 1850

DECREE FOR PLAINTF

Journal 4 Page 302

Record No. 5 Page 562

Ex. Doc. Page

Chy No 43

The Board of Directors of
School District No 2. Sunbury
Township Union County
vs
Benj White et al

Cost Bill Made
Recorded

Recorded

In Union Com Pleas

The Board of Directors
of School District No. 2
Leesburg Tp – Union Co.

vs

Benjamin Whitacre et al

Bill in Chancery

Filed November 23. 1849
James Kirkade p C M

Cost Bill made
Record

Recorded

C. M. Allison
Pros Atty –

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

Humbly complaining your Orators, the Board of Directors of School District No. 2. of the Township of Leesburg, in the County of Union and State of Ohio, represents, that some time in the year 1839, the said District being in want of a site for a School House, one Isaac White, since deceased, but then a resident of said District, and the owner of certain real estate therein, and hereinafter described, propopsed to the Board of Directors of said District, that he would donate in fee to said District, so long as the same was used for the purposes of a School House site, the following premises to wit, situate in the Township of Leesburg, Union County, Ohio, being part of Survey No. 3694 beginning at a stake in the centre of the Marion road twenty six poles from the north line of said Survey, from where the said line crosses the Marion road, thence West on a right angle from the road ten poles - thence South parellel with the road twelve poles, thence East ten poles to the Marion road, thence with said road twelve poles to the place of begining, containing three fourths of an acre, in case the said Directors would select that as the School House site for said District, and erect a School House thereon. That the Board of Directors accepted of said proposition, and selected said premises as the site for the School House of said District, and immediately took possession thereof, and proceeded to and did put up a School House thereon. That the said Isaac told said Board of directors to proceed, and put up their building, and he would execute to them a deed for the same, which could be had of him at any time when called for. That said Isaac, aided and assisted in the building

in the clearing off said ground (which was at that time worth not more than $2 or $3.00) and in the building of said house. That when said school house was erected the said Isaac was present, at which time objections were made by some of the citizens of the district then present against building the house, until the said Isaac would execute and deliver a deed for the same to the District. That said objections were silenced by the said Isaac requesting the persons present to proceed with the building and pledging himself, that he would execute a deed for the same at his earliest convenience. That the said Directors thereupon erected said building, and finished the same off, in a good and suitable manner for the purposes designed, in which a large amount was expended. That the said premises have ever since been in the possession of the Directors of said District, and occupied by them for the purposes of school. That the said Isaac some time after executed a deed for said premises, (minus the acknowledgement) and presented the same to one or more of the then Directors, to know if the same was properly drawn. When something was said about, having the deed cover one acre instead of 3/4 - which at that time was taken under advisement - and was afterwards neglected to be attended to in the life time of said Isaac, who at no time raised any question as to the title of the District in said lot, and part of the time himself acting as a Director. That some five or six years since the said Isaac died without having executed a conveyance for said premises - and leaving as his children & heirs at law the following persons all of whom your Petitioners ask may be made defendants hereto - to wit, Benjamin White, ~~Joseph~~ White, Barbary White, Sarah White, Isaac White, Richard White and Joshua White all of whom are minors except Benjamin & residents of said County. That some few weeks since, ~~the said~~ one Clement Read of the same County, fraudulently conspiring with the said defendants

and other evil disposed persons, and claiming some license from said defendants, erected a fence around said house, to disturb the quiet possession of said premises by said Directors - and now threatens to eject said Directors from said premises - and to prevent the same from being occupied as a School House

Your Petitioners therefore pray, that the said Clement Reed may also be made a defendant hereto - and that he may be injoined from any further disturbing your Petitioners quiet possession of said premises ~~while the~~ the same is used ~~for a~~ District School House - That the defendants may answer the premises herein as fully as though put by specific interrogatories - and that on the final hearing hereof, the said defendants who are heirs of Isaac White may be decreed to specifically perform the said agreement made by their deceased ancestor, by conveying said premises in fee to your Petitioners, to be occupied for ~~the~~ school purposes ~~and~~ and such other and further relief, &c

C. M. B. Allison Pros Atty

The Clerk will issue Subpoena to Benjamin White, Joseph White, Barbara White, Sarah White, Isaac White, Richard White, Joshua White, and Clement Reed -

C. M. B. Allison Pros Atty.

Wm Cen Pleas

The Board of Directors of School district No 2 in Lushing Township Wm County Pa

v

Benjamin White et al

Debt Ex

Filed Nov. 24. 1849

James Kirkpatrick C.P.

Recorded

Lib 10 P. 2 Allen Docket

Served this writ November 24. 1849 by delivering to all the within named defendants (except Sarah White) each a certified copy thereof, and by leaving a certified copy thereof at the residence of Sarah White.

Fees = mileage .45
service 1.75
Copies .80 = $3.00

Philip Snider Sheriff
By Wm Wells Deputy

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Benjamine White, Joseph White, Barbary White Sarah White, Isaac White, Richard White, Joshua White and Clement Reed,

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a

Bill — in chancery, exhibited against them by

The Board of ~~School~~ Directors of School district No. 2 in Leesburg Township Union County Ohio

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville,

the 23rd day of November A. D. 1849

James Kinkade jr Clerk of Common Pleas.

Filed Aug 29. 1880
D Kirkpatrick Clk

The Board of Directors of School district No 2 Lesburg Township. Union County
vs
Benjamin White et als

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

In the above action now pending in the Court of Chancery of the common pleas of Union County Ohio the parties have this day entered into a compromise agreement which is as follows. That the Defendants have agreed for the plaintiffs to take a decree for ¼ of an acre of ground for the use of a district school house so long as it shall be used for that purpose said lot is a part of survey 3694 and to commence in the center of the Marion road & to extend back from the road so as to include the school house now standing on said lot & so wide as to include ¼ of an acre the same to be run of as soon as convienient between this and the 27th of May A.D. 1850. Description on the Back In testimony whereof the parties have hereunto set their hands & seals this 13th day of May A.D. 1850

Joseph Newlove (Seal)
Samuel M Bratney (Seal) } directors

Richard Hoskins (Seal)
Abijah Gandy (Seal) } Guardian of the Minor heirs of Isaac White deceased

Description of the premises for which Store is to be taken Being part of Survey No 3694 beginning at a Stake in the Center of the Marion Road, 34 poles from the North line of said Survey from where the said line crosses the Marion Road; thence West on a Right Angle from the Road ten poles; thence South parallel with the Road 4 poles; thence East ten poles to the Marion Road; thence with said Road four poles to the place of beginning containing one fourth of an acre -

Ser No [illegible]
No ~~74~~ ~~12~~ 11

Elnathan Hathaway

vs

John W Tibbetts Et als

Union Complr

Elizabeth Hathing

v

James H Gallaspie

et al

petition for

partition

Filed Nov 23 1849

Replied Nov 24 1850

James Kirkpatrick

Clerk

To the Court of Common Pleas of Union County:

Your petitioner Elnathan Nathaway of the State of Massachusetts represents:

That his father Nicholas Nathaway late of said Union County died about August AD 1848 seized in fee in the following premises the same being the homestead of the said Nicholas to wit: about ninety acres of land situate in said County bounded on the North by land claimed or owned by John Conner; East by land claimed or owned by Ebenezer P Nathaway; and on the South and West by land now in the possession of one — Tibbetts who is supposed to inherit the same from one James Taylor of Kentucky

By the provisions of the last will and testament of said Nicholas duly admitted to probate and recorded in said County (a copy of which is herewith filed as an exhibit) one Leonora Nathaway who resides in said County, is vested with a life estate in an undivided half of said premises.

Elizabeth Nathaway the widow of said Nicholas who also resides in said County declined to elect to take in lieu of dower under said will and her dower was set off in said premises by metes and bounds as follows (being in three parcels:) 1st Beginning at a stake set in the ground a little northeasterly from and near to a bur oak marked, the southwestly corner of the said premises ~~hereinafter~~ to be described; thence South 79° East to and following the fence on the northerly side of the orchard twenty five and a

half rods to a stake; thence N. 18° East to and following the fence on the westerly side of the burial ground 27½ rods to a stake, which is the northwesterly corner of the burial ground; thence N. 86° W. 26 rods to a black oak marked for a corner; thence S. 18° W 23¾ rods to the beginning: 2° parcel: Beginning at the northwesterly corner thereof at a stake standing by the fence, on the northerly side of the barn yard; thence S 75° East 13 rods to a stub set in the ground; thence S. 10° W 14½ rods to a stub set in the ground thence N. 80° West to and through the middle of the barn thirteen rods to a ~~stake~~ stub set in the ground; thence N. 10° E. 16 rods to the beginning: 3° parcel: Beginning at a stake standing in ~~the~~ an angle and in the line of the said Tibbatts and Taylor land; thence N 50° W. following the fence in said Tibbatts line 44 rods to another angle; thence N. 10° E. and in line of said Tibbatts land 52½ rods to a stake in the line of East and west fence; thence S 82° East following the fence 38 rods to a stake; thence S. 9° W. 74 rods to a stake being the beginning stake or stub. the first parcel containing four acres 15 rods more or less, the second 195 rods more or less and the third 14 acres 125 rods more or less. Also the undivided half of the cellar under the Kitchen; also the westerly half part of the Corn house; and the use in common with the owners of said premises first described of the

and also the northerly half part of the garden; also the northerly half part of the dwelling house together with the kitchen thereunto belonging, the use of the

I make house cheese house sheds and other buildings standing on said premises first described and in common and in equal parts as aforesaid; and also the said Elizabeth and the owners of said premises to have the use in common of the way leading from said dwelling house southeasterly to the land of Ebenezer P Hathaway and the right on the part of the said Elizabeth to pass and repass to and from said dwelling house, to and from the above described parcels of land when it might be most beneficial to her and least prejudicial to the owners of said first described premises, reserving however to the said owners the right to pass and repass up and down the stair-way as occasion might or may require that leads into the south front chamber and the cellar way that leads to and into said cellar and the right to bake at any time or times in said Kitchen

The said Nicholas died leaving the following persons his children and heirs of such part of his estate as he did not by his last will and testament devise or bequeath to wit: your petitioner and William R P Hathaway, Leonora Hathaway, Joanna P Reid who is intermarried with Samuel Reid; Catharine Rice who is intermarried with Moses P. Rice; Emma G Gallespie who intermarried with James H Gallespie; Ebenezer Hathaway; together with the following named grand children (who are the children of Elias Hathaway deceased, the said Elias being the son of said Nicholas deceased) to wit Juliette Hathaway Elnathan H Hathaway and Celia Hathaway.

devised (?)

The said Nicholas deceased by his last will and testament, by the name and description of all his undivided property, at the death of his said wife a daughter Leonora, as follows

I To your petitioner one eighth
II To the said Ebenezer P Hathaway one eighth
III To the said Joanna Reed one eighth
IV To the said children of Elias Hathaway deceased one eighth
V To the said Catharine Rice one eighth
VI To the said Anna Gallaspie one eighth

And so the said Nicholas deceased, died intestate as to the remaining two eighths of said premises; and which upon his decease descended to his said children and grand children according to the statute relating to descent;

The said William R P Hathaway Joanna P Reed and Samuel Reed her husband, Catharine Rice and Moses P Rice her husband and the said Ebenezer P Hathaway have by deeds duly executed and acknowledged since the decease of said Nicholas, and before the filing of this petition conveyed all their ~~said~~ said estate in said premises derived by descent or devise as aforesaid to your petitioner in fee simple

So that subject to said dower estate and said life estate the said Anna Gallespie owns in said estate and premises with her husband by descent one eighth of two eighths and by devise one eighth; the said children of Elias Hathaway deceased one eighth by devise and one eighth of two eighths by descent; the said Leonora one eighth of two eighths by descent and your petitioner the residue of the entire estate in said premises. Said proportions to remain undivided.

5/32

5/32

1/32

21/32

The said Juliette Hathaway Elnathan H Hathaway and ~~minors~~; Celia Hathaway heirs of said Elias are minors and Elephas V Burnham is guardian of the first named and James C Miller is guardian of the two last named. duly appointed by this Court and qualified. The said minors and guardians together with said Elizabeth Hathaway James H Gallespie and Anna E his wife and said Leonora Hathaway are who all reside in said Union County are made defendants herein; and your petitioner prays that partition be may be made of said premises so that each may hold in severalty their respective estates and proportions aforesaid or such proportion as the Court may find each entitled to or if said premises cannot be divided that the same be ordered sold &c and that your petitioner may have such other and further relief as the Court may deem meet &c.

Swan & Andrews - for pet^r

Elnathan Hathaway Pet^r.

NOTICE.

JAMES H. Gallespie and Anna, his wife, Juliette Hathaway and Eliphas Burnham her guardian: Elnathan H. Hathaway and Celia Hathaway and their guardian James C. Miller Lenora Hathaway and Elizabeth Hathaway will notice that Elnathan Hathaway on the 21st day of November A. D. 1850, filed in the Court of Common Pleas of Union county against them which is now pending, his amended petition praying partition of the following premises, containing about ninety acres, late the homestead of Nicholas Hathaway deceased and bounded on the north by lands of John Conner, east by E. P. Hathaway's land, and south and west by Tibbatts land. The prayer of said petition is, that said premises may subject to the dower estate of said Elizabeth, as set off to her, be partitioned as follows: to said Anna Gallespie 5-32, to said Juliette Elnathan H. and Celia 5-32, and to the petitioner the residue and also to said Leonora her life estate in one half of the whole of said premises, &c., or such other order in the premises as may be meet.

SWAN & ANDREWS.
Att'ys for Petitioner.

Jan. 1 1851. n13w6.

I do hereby certify that I am publisher of the Marysville Tribune a weekly Newspaper published and in general circulation in Union County, and that the annexed notice was published in said newspaper for six consecutive weeks prior to the 14th day of April AD 1857.

E. S. Hamilton

Sworn to in open Court this 17th day of April AD 1857.

J. Kirkpatrick for Clerk of Union C.P.

$3,50, fee.

Order of
partition

, subject to said dower and lifestate a good and perfect legal title to twenty ~~two~~ two parts of thirty two in said premises; and that said Leonora hath subject to said dower a good and perfect legal title ~~and life estate~~ during her natural life to an undivided half of said premises; and that said Elizabeth ~~H~~ Hathaway hath dower in said premises as set forth in said petition. It is therefore ordered and decreed by the Court that by the oaths of John F. Swain, Samuel K. Reed and Jonas Shirk

judicious disinterested freeholders of the vicinity the said premises be partitioned to the several parties in interest in the proportions &c above set forth, or the values &c if it cannot be partitioned. And it is further ordered that a writ of partition issue to the Sheriff this county commanding him to cause said partition to be made accordingly. Continued and return thereof made forthwith.

Elnathan Hathaway
v
James H Gallespie
et al

In partition

This Cause came on to be heard upon the petition, as amended & the answer &c on consideration whereof and it appearing to the satisfaction of the Court that due notice hath been given more than forty days previous to the present term, of the pendency and demand of said petition as amended, as required by law and that the demandant hath a legal right and estate in the premises described in the petition ~~and as therein set forth~~ and no sufficient reason appearing why partition should not be made, and it also appearing to ~~and~~ the Court ~~do find~~ that the said Anna Gallespie hath (subject to the dower estate of the said Elizabeth Hathaway as described and set forth in said petition and subject to the life estate of the said Leonora Hathaway in an undivided half of said premises) a good and perfect legal right to five parts of thirty two in said premises; and that said Juliette, Elnathan H. and Celia Hathaway have, subject to said dower and life estate, jointly, a good and perfect legal right to five parts of thirty two in said premises; and that the petitioner hath

Union Co

Hathaway
v
Hathaway et al

Note & proof
Pltff

Filed May 29. 1850
James Kirkpatrick clerk

6 90 5/1/11
32

The State of Ohio
Union County ss } David W. English being duly sworn makes oath a notice of which the annexed is a copy was published for six weeks ~~weeks~~ successively (and more than forty days) in the Marysville Tribune a newspaper published and of general circulation in the County of Union and which publication commenced on the 28th November AD 1849.

David W. English

Sworn
May 29

Clerk

Fees of Printer
$5.25

Sept. Term 1849

Elnathan Hathaway,
vs.
James H. Gallespie, and Anna P. his wife, Juliette Hathaway, and her guardian Eliphas Burnham, Elnathan Hathaway and Celia Hathaway and their guardian James G. Miller, Leonora Hathaway, and Elizabeth Hathaway.

UNION COMMON PLEAS. PARTITION.

THE Defendants above named will take notice that on the 23rd day of A. D. 1849, the above named Elnathan Hathaway filed a petition in the Court of Common Pleas of Union county and which is now pending praying partition of the following premises containing about ninety acres, being the homestead of the late Nicholas Hathaway, deceased, and bounded on the north by lands of John Conner, East by E. P. Hathaway's land, and south and west by ——— Tibbatt's land. The prayer of said petition is, that said premises may, subject to the dower estate of the widow as set off to her, be partitioned as follows: To the petitioner five sevenths; to said James H. Gallespie and Anna P. his wife one seventh; the remaining seventh to be divided equally between said Juliette, Elnathan H. and Celia Hathaway; and to the said Leonora Hathaway during life, one half of said premises; or if the said premises cannot be partitioned, that the same, subject to said dower and life estate may be sold, or that such other order be made by the court as may be meet, &c.

SWAN & ANDREWS,
Att'ys for Petitioner.

Nov. 28, 1849. nHw6 pf$5,25.

The State of Ohio
Union County ss } David W. English being duly sworn makes oath and says that a notice of which the annexed is a copy was published for six weeks ~~weeks~~ successively (and more than forty days) in the Marysville Tribune a newspaper published and of general circulation in the County of Union and which publication commenced on the 28th November AD 1849.

David W. English.

Sworn to and subd in open court May 29 1850 before me

James Kirkpatrick Clerk

Fees of Printer
$5.25

Hathaway
v
Hathaway & al

Motion
Guardian
Ad Litem

Filed May 29. 1850
Jas Kirkpatrick Clk

4 | 4/32 | 1/8

Elnathan Hathaway
James A Gillespie et al } Pet. for Partition

The infant defendants
in said petition, by Cole their guardian
ad litem appear and to said petition say
answer and say that they are of tender
age and know nothing of the matters in
the petition contained and pray the protection
of the Court &c

P Bleakley Guardian
ad litem

1

Copy of Nicholas Hathway,
last will & testament -

Filed Nov. 23. 1849.
James Kirkland p clerk

In the name of the Benevolent father of all
I Nicholas Hatheway of Union Township Union County and State of Ohio do make and publish this my last will and testament.

Item 1st I give and bequeathe to my beloved wife in liew of her dower the use of one undivided half of my homestead farm with the appertenances thereunto belonging also one undivided half of the household furniture also one undivided half of all the stock, farming Utensils implements of husbandry remaining on said farm at my death and the use of one thousand dollars during her natural life

Item 2d I devise and bequeathe to my son Elnathan of the State of Massachusetts one eighth of all my undivided property at the death of my wife or Daughter Lenora he the said Elnathan having previously received his share equal with my other Children of the devised property

Item 3d I devise and bequeathe to Daughter Leonora the use of one undivided half of my homestead farm with the appertanances there unta belonging also one undivided half of the household property or furniture farming Utensils and impliments of Housholdery on the farm at my death also the use of fifteen hundred dollars during her life. and hereby appoint my son Ebenezer S. Hatheway her my Daughter Leonora, Guardian or trustee to take charge of all the property herein devised and bequeathed to her Leonora. or the said Ebenezer S. Hatheway to see that the use of said property be properly expended for her use during her life be the said E S. Hatheway to give sufficient security therefor

Item 4th I give and bequeathe to my son William R S Hatheway the use of my farm in Freetown state of Massachusetts known by the name of Isaac Chase farm together with the use of all my Rail Road Stock and moneys in the hands of Peter H Pierce of Massachusetts during his life at the death of the said William R S Hatheway the said farm in Massachusetts to be equally divided between the heirs of said William R S Hatheway except Stephen Hatheway son of said Wm R S Hatheway at the death of said William R S Hatheway I devise and bequeathe the said Rail Road Stock and moneys to the said Stephen Hatheway

Item 5th I devise and bequeath to my daughter Joanna Reed and her heirs one eighth of all my Undivided property at the death of my wife or Leonora, she the said Joanna having previously receive her share and proportion of devised property

Item 6th I devise and bequeathe to the heirs of my son Elias Hatheway Dec^d one eighth of all undivided property at the death of my wife or Leonora the said Elias Hatheway having received his share of devised property in his lifetime.

Item 7th I devise and bequeathe to my Daughter Catherine Rice three fifth of my farm bought of and known by the name of the King farm in Union^ty Coun and darby Township also one eighth of all my Undivided property at the death of my wife or Leonora

Item 8th I devise and bequeathe to my son Ebenezer P Flatheway one eighth of all my undivided property at the death of my wife or Leonora he the said E. P. Flatheway having previous received his share of the divided property

Item 9th I give and bequeath to my Daughter Anna Gallaspie Fifteen hundred Dollars at my death and one eighth of all undivided property at the death of my wife or Leonora

Item 10th I hereby Nominate and appoint my son Ebenezer P Flatheway executor of this my last will and testament

I hereby revoke all former wills by me made

In testimony whereof I have hereunto set my hand and seal this 17th day of July in the year A D 1848

sign

signed and acknowledged by said Nicholas Flatheway as his last will and testiment in our presence and signed by us in his presance

Andrew Keyes

Angeline Leaman

Nicholas Flatheway (seal)

Agreement & Report
respecting Elizabeth
Hathaway's dower

Filed November 23. 1849
James Kirkpatrick Clerk

We the undersigned have on the day of the date hereof entered upon, viewed and examined the ~~with~~ premises described in the foregoing agreement; and have agreed and decided, and this is our final determination and decision and report accordingly, that the said Ebenezer and Honora should and ought to set off and assign to Elizabeth Hathaway, Widow of Nicholas Hathaway deceased, for her dower estate in the real estate and buildings mentioned and described in the foregoing agreement, so much of said real estate & buildings as is contained and mentioned in the following bounds, to wit, beginning at a stake set in the ground a little Northeasterly from & near to a Burr oak tree marked, the Southwesterly corner of this tract, thence South seventy nine degrees East to and following the fence on the Northerly side of the orchard Twenty five and an half rods to a stake drove in the ground, thence North Eighteen degrees East to and following the fence on the Westerly side of the burial ground twenty seven and an half rods to another stake drove in the ground which is the Northwesterly corner of the burial ground, thence North Eighty six degrees West twenty ~~six~~ rods to a black oak tree marked for a corner; thence ~~South~~ Eighteen degrees West twenty three and three fourth rods to the first mentioned stake and corner; also the following described lot, beginning at the Northwesterly corner thereof at a stake standing by the fence on the Northerly side of the barn yard, thence South seventy five degrees East thirteen rods to a stake set in the ground; thence South ten degrees West fourteen and an half rods to a stake set in the ground, thence North Eighty degrees West, to and through the middle of the ~~[illegible]~~ barn thirteen rods to a stake set in the ground, thence North ten degrees East sixteen rods to the first mentioned stake in describing this lot — Also the following described tract, beginning at a stake standing in an angle in the line of James Taylors land, thence North fifty degrees West following the fence in the line of said Taylors land forty four rods to another angle, thence North

ten degrees East, and in line of said Taylors land fifty two and an half rods to a stake & stuck in the ground in line of the fence which runs Easterly and Westerly, thence South Eighty two degrees East following the fence thirty eight rods to a stake set in the ground, thence South nine degrees West, seventy four rods to the stake first mentioned in the description of this tract or lot. – The first described tract contains seven acres and fifteen rods be the same more or less – The second described tract contains one hundred and ninety five rods be the same more or less; and the third described tract contains fourteen acres and one hundred & twenty five rods be the same more or less – We also determined and decided that that the said Ebenezer & Leonora should and ought to set off and assign to the said Elizabeth as dower as aforesaid the Northerly half part of the garden as now fenced and also the Northerly half part of the dwelling house together with the ~~porch~~ Kitchen thereto belonging also the undivided half part of the cellar under the ~~porch~~ Kitchen reserving to the said Ebenezer & Leonora the right to pass and repass up and down the stairway as occasion shall require that leads into the south front chamber and the yellow way that leads to and into said cellar and also the right at any time or times to take in the corn in said ~~porch~~ Kitchen; and we have further agreed and decided that the said Ebenezer & Leonora should & ought to assign to the said Elizabeth the use of the Westerly half part of the corn house, and that the said Ebenezer & Leonora on the one part and the said Elizabeth on the other part should and ought to use the smoke house, cheese house, sheds & other buildings standing upon the real estate described in the foregoing agreement in common and in equal parts, & that they should & ought to have the use in common of the way leading from said dwelling house Northeasterly to the land of Ebenezer P. Hathaway. – & further that the said Elizabeth should & ought to have the right & privilege to pass & repass to & from said dwelling house, to and from the above described tract that ought to be assigned to her as her dower as aforesaid where it may be most beneficial to her & least prejudicial to the said Ebenezer & Leonora –

Given under our hands this seventh day of December A.D. 1848. – James C. Miller
Benjamin Harrington
Benjamin Hopkins

Whereas Elizabeth Hathaway, as the Widow of her late husband Nicholas Hathaway, deceased, is entitled to dower in the following described real estate, situated in Union Township, Union County, Ohio, and the buildings thereon standing, said real estate being the homestead farm of the said Nicholas at the time of his death and is bounded as follows, to wit, Northerly by land in the possession of John Conner, Easterly by land of Ebenezer P. Hathaway, Southerly & Westerly by James Taylor's land. And Whereas Ebnathan P. Hathaway is now the owner in fee of the principal part of said real estate, and Leonora Hathaway has a life estate, (during her natural life,) under the last will of the said Nicholas, in and to one undivided half part of said real estate & the buildings thereon — And whereas the said Elizabeth is anxious & desirous to have her dower set out and assigned to her in said real estate & buildings, and the said Ebnathan and Leonora are equally anxious & desirous that the same should be set off & assigned to her the said Elizabeth in said real estate & buildings — " —

Now Know Ye, whom it may concern, that we the said Elizabeth, Ebnathan & Leonora have agreed and do hereby agree that James C. Miller, Benjamin Harrington and Benjamin Hopkins or a major part of them shall decide declare & report what particular part or parts of said real estate and buildings ought to shall be set off and assigned to her the said Elizabeth as and for her dower in said real estate & buildings — And the said Ebnathan and Leonora have agreed and do hereby agree that when the said Miller, Harrington and Hopkins or a major part of them, shall have agreed, decided, declared & reported what particular part or parts of said real estate & buildings shall and ought to be set off and assigned to her the said Elizabeth as and for her dower in said real estate & buildings, that we

the said Jonathan & Leonora in a reasonable time thereafter, by an instrument in writing & executed according to the form of law, will set off and assign to her the said Elizabeth as and for her dower in said real estate and buildings so much and the same particular part or parts thereof as the said Miller, Harrington & Hopkins, or a major part thereof, shall agree, decide, declare and report that she the said Elizabeth should and ought to have as and for her dower in said real estate & buildings — And the said Elizabeth has agreed and does hereby agree to accept and receive such instrument in writing and such particular part or parts of said real estate & buildings as shall therein be described in said instrument, (such part or parts of said real estate & buildings to be all and the same that the said Miller, Harrington and Hopkins, or a major part thereof shall agree, decide, declare and report that she the said Elizabeth should and ought to have as & for her full dower in said real estate,) as a good, valid and full assignment in law of her dower in said real estate & buildings. —
And we the said Elizabeth, Jonathan & Leonora, hereby agree that the said Miller, Harrington and Hopkins, or a major part of them, shall on the day the date hereof or within three days from the date hereof, agree, decide, declare and report what particular part or parts of said real estate & buildings should and ought to be set off and assigned to her as and for her dower in said real estate and buildings. —
In witness whereof we the said Jonathan, Elizabeth & Leonora have hereunto set our hands this seventh day of November in the year Eighteen hundred & forty eight —

Witness
Anna E Gilaspie
Ebenezer P. Hatheway

Elizabeth Hatheway
Jonathan P. Hatheway
Leonora Hatheway

Gillespie & wife &
Elizabeth Hathaway

vs } Summons

Elnathan P. Hathaway

Filed April 6. 1857
James Kirkwood Jr Clerk

Otway Curry
Sol. for Deft.

The Answer of Elizabeth Hathaway James H. Gillespie and Anna Gillespie his wife to a petition and amended petition for Partition filed against them and others, in the Court of Common Pleas of Union County, State of Ohio, by Elnathan P. Hathaway — These respondents, state that it is true that they did at one time hold an interest in the premises described in said petition & amendment, to wit the said Elizabeth to her dower in the same and the said James & Anna to one seventh part subject to the said dower claim & a life estate of Eleanora Hathaway in one half of the whole — but that they have parted with their interest, having sold & transferred the same to John W. Tibbatts & the defendants now hold no interest whatever in the same & having answered as far as it is material for them as they are advised, they pray hence to be dismissed &c. —

We Elizabeth Hathaway, James H. Gillespie and Anna Gillespie, being duly sworn, depose & say, that all the several matters & things set forth in the foregoing answer, as from the information of others, we believe to be true, and that all the several other matters therein set forth are true in substance & in fact. —

Elizabeth Hathaway
James H. Gillespie
Anna E. Gillespie

Sworn to & subscribed before me this 29th day of ~~Feb~~ March 1857. — Williams B. Jacoin J.P.

Filed April 17. 1857
J Kirkwood Jr Clerk

Juliette Hathaway et al
vs
Ebenezer Hathaway. } Petition.

And the infant defendant in said petition named by P. B. Cole their guardian ad litem, appointed by this court, for answer to said petition say, that they are of tender years, and ignorant of the matters in said petition set forth, and pray the protection of the Court in the premises.

By P. B. Cole
their guardian ad litem.

Chancery Case File

Case No. 1850-CH-0001

No. 50-CH-1

Union Common Pleas Court.

John Heckle & Wife
Plaintiff,

AGAINST

Levi Jenkins et al
Defendant.

NOV TERM. 1850

Partition

DECREE FOR PLAINTF

Journal 4 Page 356

Record No. 6 Page 18

Ex. Doc. Page

for non-union
for compound of
[illegible]

Chy. No ~~45~~ ~~Ste~~ 28

John Henkle & wife
vs
Leon Jenkins et al

Report of Comm. in
assigning Dower & one
hundred compensation;
Amount per Comm
$35.00

Cost Bill made
Record
Recorded

John Hunkle & Wife

18

Levi Jenkins et. al.

Petition for Partition

Filed January 1. 1850
James Kinkade for CR

Recorded

By Cole Hearts

To the Honorable the Judges of the Court of Common Pleas, within, and for the County of Union and State of Ohio:

Your Petitioners John Henkle and Lorinda his wife, late Lorinda Jenkins, of the County of Union &c., respectfully represent, that Lewis Jenkins late of Union County &c. deceased was in his lifetime seized in fee simple, and died, ~~intestate~~; leaving the following described real estate, lying and being in the said County of Union &c.; bounded and described as follows, to wit, The first tract being part of survey No. 3004, begining at three sugars and a beach, the N.W. corner of said survey, thence N. 80 East 267 poles to a sugar and iron wood, thence S. 80. W. 252 poles to a beach and iron wood, in the west line of said survey, thence N. 31. W. 61 poles to the begining containing, by estimation one hundred acres. The second tract is bounded and described as follows, to wit, being the west part of lot No 10. of survey No. 3004., begining at a beach and iron wood, being the N.W. corner of lot No. 9. thence N. 80 East 97¾ poles to a stake, thence South 18. E 92 poles to a stake, thence N 80 W 77¾ poles to a hickory, thence N. 31. W 94 poles to the begining containing fifty acres more or less. The third tract is bounded and described as follows, to wit, Lot No. 1. ~~Survey~~ No. 2928 ~~begining~~ at three sugars and a beach; the S. W. corner of the original survey, 105 poles to a box Elder and an ash, corners to lot No. 6. thence N. 79° 45" East with the line

of lot No. 6. 150 poles to a walnut and red elm an other corner of lot No. 6 thence S. 10° 15" East with the line of lot No 2. sold to Wm Hays, 108 poles to a blue ash and elm; corner to Hays' lot, and the south line of the original survey, thence 73° 45" west said line 150 poles to the place of begining—containing Ninety Eight acres more or less. And your Petitioners further represent that dower in the above described real Estate, has been assigned to Mary Jenkins widow of the late Lewis Jenkins &c &c.; and that your Petitioners are seized in fee simple of one undivided seventh part of said real Estate, above described, with the appurtenances, subject to said dower; said Lorinda being one of the children and heirs of said Lewis Jenkins ~~dec'd~~ And your Petitioners further represent that Levi Jenkins, Jacob Jenkins, Lewis Jenkins, Mary Jenkins, Erastus Jenkins, and Phebe Ann Jenkins, of the county of Union &c. the remaining children and heirs of the said Lewis Jenkins dec'd, are entitled to share and share alike with your Petitioners in the division of said real Estate to wit, Each being entitled to one seventh part of the same. Your Petitioners therefore, desiring to hold their said interest in severalty, Pray that partition of said lands and tenements, may be made, or if it shall appear that partition, of said lands and tenements cannot without manifest injury be made; then that the same may be sold, or other proper order taken in that behalf, pursuant to the Statute in such cases made and provided

Cole & Coats Attys
for Petitioners

The clerk will issue subpoena for Lewis Jenkins Jacob. Lewis Mary Erastus & Phebe ~~etc~~ Jenkins defendants in partition

Cole & Leverett

Union Com. Pleas

John Hankelo Hirfs

vs

Levi Jenkins et als

Ent. in Partition

Filed March 9. 1850

James Rinkard clerk

Received

Order Hoots

Atty

Served this writ March 8th 1850. by delivering to Levi Jenkins, Lewis Jenkins, Mary Jenkins, Erastus Jenkins and Phebe Ann Jenkins each a certified copy of this writ, and by leaving a certified copy thereof at the residence of Jacob Jenkins.

Fees = mileage 45
copies -- 60
service 135 = $2.40

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Levi Jenkins, Jacob Jenkins, Lewis Jenkins, Mary Jenkins, Erastus Jenkins and Phebe Ann Jenkins

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Petition for Partition ~~in chancery~~, exhibited against them by John Henkle and Sorinda his wife.

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the first day of January A. D. 1850

James Kinkade jr Clerk of Common Pleas.

Union Com Pleas

John Henkle Petitioner

vs

Levi Jenkins et al

Ans of Guard ad Litem

Filed May 28, 1850
James Kirkpatrick clerk

Recorded

The answer of ~~Levi Jenkins~~ Jacob Jenkins, Lewis Jenkins, Mary Jenkins ~~Erastus~~ Jenkins and Phebe Ann Jenkins (to a petition for partition of John Henkle and wife) by C W B Allison their guardian ad litem, who says that he knows no reason why the petition and prayer of the petitioners, the said John Henkle and wife should not be granted

~~Levi Jenkins~~
Jacob Jenkins
Lewis Jenkins
Mary Jenkins
Erastus Jenkins
Phebe A Jenkins
By C W B Allison
~~their~~ Guardian
Ad Litem

Filed Aug 13. 1880
Jos Kirkpatrick Clk

J. Hinkle & wife
vs
Geo Jenkins Et al

for Partition

Issue a writ of partition
in this Case returnable forthwith

Given 13 1850
To J Rinkado Jr
Clerk

Cole & Coats
Attys for Plffs.

One equal seventh part. to Mary Jenkins one equal seventh part, to Erastus Jenkins one equal seventh part, and to Pheba Ann Jenkins one equal seventh part. In pursuance of an order lately made in our said Court of Common Pleas. within and for the said County of Union. in a certain petition for partition. wherein John Henkle & wife is petitioners and Levi Jenkins et als are defendants; and that your proceedings in the premises you distinctly certify under your hand to our said Court of Common Pleas. within and for the said County of Union. together with this writ forthwith.

Witness James Kirkadeff Clerk of said Court of Common Pleas. at Marysville this 29th day of May A.D. 1850.

James Kirkadeff clerk

Union Com Pleas
John Henkle & wife
vs
Levi Jenkins et al
Writ of Partition

Filed May 31. 1850
James Kirkadeff clerk

Recorded

Returned without Service By order of P. B. Cole atty for Petitioner. May 31. 1850
Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:
We Command you that without delay by the Oaths of John Hutchisson. John Piersol and William Hays. you Cause partition to be made of the following real estate lying and being in the said County of Union &c bounded and described as follows to wit. the first tract being part of Survey No 3006 begining at three sugars and a beech. the N.W. Corner of said Survey: thence N.80. East 267 poles to a sugar and ironwood thence S.80 W. 252 poles to a beech and iron wood in the west line of said Survey: thence N 31 W. 61 poles to the begining ~~Con-taining~~ Containing by estimation One hundred acres. the second tract is bounded and described as follows to wit. being the west part of Lot No 10 of Survey No 3006. begining at a beech and ironwood being the N.W. Corner of lot No 9. thence N. 80. East 97 3/4 poles to a stake: thence South 18 E 92 poles to a stake; thence N. 80. W 77 3/4 poles to a hickory. thence N. 31. W 94 poles to the begining. Containing fifty acres more or less. the third tract is bounded and described as follows to wit. Lot No 1. Survey No 2998 begining at three sugars and a beech: the S.W. corner of the Original Survey. 105 poles to a box elder and an ash corner to Lot No 6: thence N 79·45 East with the line of lot No 6. 150 poles to a walnut and red elm an other corner of Lot No 6. thence S. 10·15" East with the line of lot No 2 sold to Wm Hays 105 poles to a blue ash and elm: corner to Hays. lot. and the south line of the Original Survey: thence 79:45 west said line 150 poles to the place of begining Containing Ninety eight acres more or less. Subject to the dower estate of Mary Jenkins. among the following persons and in the following proportions to wit. to John Henkle and wife One equal seventh part. to Sarah Jenkins one equal seventh part to Jacob Jenkins. One equal seventh part to Lewis Jenkins

to Jacob Jenkins, one equal seventh part, to Lewis Jenkins one equal seventh part, to Mary Jenkins one equal seventh part to Erastus Jenkins one equal seventh part, and to Phebe Ann Jenkins one equal seventh part, In pursuance of an order lately made in our said Court of Common Please, within and for the said County of Union in a certain petition for partition, wherein John Henkle & wife is petitioners and Levi Jenkins, etal are defendants; And that your proceedings in the premises you distinctly certify under your hand to our said Court of Common Please, within and for the said County of Union, together with this writ forthwith,

Witness James Kinkade jr Clerk of said Court of Common Please, at Marysville this 13th day of August, A.D. 1850,

James Kinkade jr Clerk.

Union Com Please
John Henkle & wife
vs
Levi Jenkins etal
Writ of Partition
Filed Aug. 16. 1850
James Kinkade jr Clk

Recorded

I executed this writ by the oaths of the within named John Hutchison John Pearsol and William Hays whose report is herewith filed. August 16. 1850.

Fees = mileage 1.15
Service 1.00

Philip Snider Sheriff
By Wm Wells Deputy

The State of Ohio, Union County ss,

To the Sheriff of Union County Greeting, We command you that without delay by the oaths of John Hutchison, John Persol and William Hays, You cause partition to be made of the following real estate lying and being in the said County of Union &c. bounded and described as follows towit, the first tract being part of survey No 3006 beginning at three sugars and a beech, the N.W. corner of said survey, thence N. 80. East 267 poles to a sugar and ironwood thence S. 80 W. 252 poles to a beech and ironwood in the west line of said survey; thence N. 31 W. 61 poles to the begining containing by estimation One Hundred acres, the second tract is bounded and described as follows towit being the west part of Lot No 10 of survey No 3006. ~~towit~~ begining at a beech and ironwood being the N.W. corner of lot No. 9 thence N. 80 E. east 97¾ poles to a stake: thence south 18 E. 92 poles to a stake: thence N. 80 W. 77¾ poles to a hickory, thence N. 31 W. 94 poles to the begining containing fifty acres more or less. the third tract is bounded and described as follows towit. Lot No. 1. survey No 2998 begining at three sugars and a beech: the S. W. corner of the original survey. 105 poles to a box elder and an ash corner to Lot No 6. thence N. 79°-45 East with the line of Lot No. 6. 150 poles to a walnut and red elm another corner of Lot No. 6. thence S. 10°-15 East with the line of lot No. 2 sold to Wm Hays 105 poles to a blue ash and elm: corner to Hays lot. and the south line of the original survey: thence 79°45 west said line 150 poles to the place of begining containing ninety eight acres more or less. subject to the dower estate of Mary Jenkins among the following persons and in the following proportions towit, to John Henkle and wife One equal seventh part. to Levi Jenkins One equal seventh part.

John Henkle & wife
vs
Levi Jenkins et al

Report
of Commissioners

Filed Aug 16. 1850
James Kirkpatrick Jr Clk

Report of Com.
Appearing Dower & Widows
Partition Confirmed

Cost Bill made
Record
Recorded

John Henkle & Wife
vs
Levi Jenkins et als

Partition — Com. pleas
Union County.

We the commissioners appointed in this cause to make partition of the following described real estate, situatt in Union County and bounded and described as follows, to wit; the first tract being part of Survey No 3006 beginning at three sugars and a beech the N.W. corner of said Survey thence N. 80. East 267 poles to a sugar and Ironwood thence S. 80 W. 252 poles to a beech and Ironwood in the west line of said survey; thence N. 31 W. 61 poles to the beginning containing by estimation one hundred acres, the second tract is bounded and described as follows, to wit; being the west part of Lot No. 10 of Survey No. 3006. beginning at a beech and Ironwood being the N.W. corner of Lot No. 9. thence N. 80 East 97¾ poles to a stake; thence South 18 E. 92 poles to a stake: thence N. 80 W. 77¾ poles to a hickory. thence N. 31. W. 94 poles to the beginning containing fifty acres more or less. the third tract is bounded and described as follows, to wit; Lot No. 1. survey No 2998 beginning at three sugars and a beech; the S.W. corner of the original survey. 105 poles to a box elder and an ash corner to a lot No 6. thence N. 79° 45 East with the line of Lot No. 6. 150 poles to a Walnut and red elm another corner of Lot No. 6. thence S 10° 15 east with the line of Lot No. 2 sold to Wm Hays 105 poles to a blue ash and elm; corner to Hays. lot. and the south line of the original survey; thence 79° 45 West said line 150 poles to the place of beginning containing ~~ninety eight~~ acres more or less. Subject to the dower estate of Mary Jenkins. having been duly sworn, upon actual view of the premises

We do Set off and And Assign to
Said John Hinkle and Wife for their Share
Of Said lands So Much thereof as is
contained in the following limits
Being part of Survey No. 3006 Beginning
at the North West Corner of lot No 9.
Thence N 80 E 57 poles and 9 links to a
Stake thence South 24 E 93 poles to a Stake
Thence N 80 W 39 poles to a Hickory thence
N 31 West 94 poles to the Beginning Containing
twenty six acres More or less
And We also set off and assign to Jacob
Jenkins for his Share of Said lands so
Much as is contained in the following limits
Being part of Survey No 3006 Beginning at
a Stake North East corner of lot set apart
to Hinkle & Wife as discribe above thence
North 80. E 50 poles & nine links to a Stake
thence North 18 E 93 poles to a Stake thence
North 24 W 93 poles to the Beginning
Containing twenty six acres More or less
And We do Set off and assign unto
Lewis Jenkins for his Share of Said lands
So Much thereof as is contained in the follow
-ing limits Being part of lot No. 1 Survey
No 2998 Beginning at three Shoogars &
Beach S. W. corner to the Original Survey
thence N 79° 45' E 150 poles to an Elm
& blue Ash

Corner to Wm Hays lot

Thence N 10° 15 W 25 poles to a stake Thence S 79° 45 W to a stake Thence S 10° 15 E 26 poles to the Begining containg twenty three acres and forty five poles more or less and we do assign unto Lewis Jenkins for his share of said land so much then of as is contained in the folowing limits it being part of Survey No 2998 ~~and be~~ commencing at the stake North East corner of lot set to Lewis Jenkins Thence N 10° 15 W 25 poles to a stake Thence S 79° 45 W 150 poles to a stake Thence S 10° 15 E 26 poles to a stake corner of Lewis Jenkins Thence N 79° 45 E on said Lewis Jenkins line to the Begining containing 23 Acres and forty five poles more or less
and we do set off and assign unto Mary Jenkins for her share of said lands so much then of as is contained in the folowing limits being part of Survey No 2998 commencing at a stake North East corner of lot set off to Levi Jenkins Thence North 10° 15 W 25 poles

To a Stake in Wm Hays West line thence
South 79° 45' W 150 poles to a Stake in the
West line of the Original Survey thence
S 79° 45' E to a Stake thence N 79° 45' E
on said Levi Jenkins line to the Beginning
containing 26 acres More or less
And We do Set off and assign unto
Phebe Ann Jenkins her share of said
lands So Much thereof as is contained
in the following limits Being part of
Surv. No. 2998 commencing at a Stake
North East corner of lot set off to
Mary Jenkins thence N 10° 15' W. 27½ poles
to a walnut corner to said lot No 1
thence S 79° 45 W. 150 poles to a Barcelon
and ash thence S 10° 15' E. 26 poles to
a Stake thence north 79° 45' E 150 poles
to the Beginning containing twenty
five acres More or less

And We Do Assign unto Erastus F. Jenkins for his Share of said Lands so Much There of as is contained in the following limits it Being part of Survey No 3006 Beginning at a Sugar Tree South West Corner to Wm McAwlegand in the Zoar Road Thence N 31 W 61 poles to a Stone in the line of Wm Hays Thence S. 80 W 67 poles to a Stake Corner of Mary Jenkins Thence South 10 E 56 poles to the Center of the Zoar Road Thence with said Road N. 80 E 69 poles to the place of Beginning Containing Twenty four acres and one Hundred and four poles more or less

Given under our hands this 16th day of August 1850

John Huntington
Wm O Hays
John Pierson
Commissioners

Fees { John Huntington two days $2.00
William Hays two days $2.00
John Pierson two days $2.00

Surveyor James Thompson $2.00

Chancery Case File

Case No. 1850-CH-0002

No. 50-CH-2

Union Common Pleas Court.

Thomas Pasley
Plaintiff,

AGAINST

Stephen Pasley et al
Defendant.

NOV TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 280

Record No. 6 Page 534

Ex. Doc. A Page 370

No 15

as C Pasley

s

r Pasley et als

Drum [illegible]

Malin [illegible]

Snider 2 16

Hamilton [illegible]

J H Robinson [illegible]

Cole [illegible]

[illegible]

Malin 6 30

Mr D Inn 1 50

J Morshead 1 50

59 77

Thomas C. Pasley

vs } Petition for Partition

Stephen Pasley Et. al.

Filed February 11th 1850.

James Kinkade Jr. Clerk

101

By Cole & Coats

To the Honorable the Judges of the Court of Common Pleas within and for the County of Union and State of Ohio: Your Petitioner Thomas C Pasley of the County of Owen and State of Kentucky, one of the Children and heirs of Thomas Pasley, late of said County of Owen &c deceased; respectfully represent that the said Thomas Pasley was, in his lifetime seized in fee simple, and died leaving the following described real Estate, lying and being in the Counties of Union and Hardin and State of Ohio, and bounded and described as follows, to wit; Being a survey of one hundred acres of land, on part of a military warrant, No 6279, in favor of the said Thomas Pasley, on the waters of Scioto; Begining at two maples, northwest corner to Edward Smiths survey, No 9940; thence north twelve degrees west one hundred poles to a beech; thence south seventy-eight degrees; west one hundred and sixty poles to a beech; thence south twelve degrees east one hundred poles to two maples; thence north seventy eight degrees, east one hundred and sixty poles to the begining-Containing one hundred acres as aforesaid; And Your petitioner further represents that he is seized in fee simple of one undivided Eleventh part of said real Estate; and that, Stephen Pasley, an idiot son of the said Thomas Pasley, and Polly Adcock, late Polly Pasley widow of the late John Adcock deceased, of the County of Owen and State of Kentucky; and John McGinnis and Elizabeth his wife late Elizabeth Pasley, Elkany Pasley, James Pasley, Andrew Pasley, Daniel Pasley, and Angelina Scott, late Angelina Pasley, widow of Wm Scott deceased, are the surviving Children and heirs of the said Thomas Pasley &c, of the State of Missouri, who are entitled to share and share alike, with Your petitioner, in the division of said land to wit each being entitled to one Eleventh part of the same; And Your Petitioner further represents that Thomas Carter and George Carter Children of Joseph Carter and Pamelia his wife, late Pamelia Pasley deceased; are entitled to one Eleventh part of said land, as the representatives, of their said mother, the said Pamelia Carter, and that John Pasley, William Pasley Nancy Ann Pasley and Henrietta Pasley Children of William Pasley deceased, all of the State of Missouri, are entitled also, to one Eleventh part of said land as the representatives of the said William Pasley; Your Petitioner, therefore, desiring to hold his said interest in severalty, Prays, that, Partition of said land may be made, or, if it shall appear that partition of said land cannot

without, manifest injury be made, then, that the same may be sold, or other proper order taken in that behalf, pursuant to the Statute in such cases made and provided.

Cole & Coats Attys.
for Petitions.

Union Com. Pleas

Thomas C Pasley

vs

Stephen Pasley et al

Praecipe

Filed February 21. A.D. 1850
James Kirkade p. clerk

Cole & Coats Attys

Thomas & Pasley
vs
Stephen Pasley Et al } Union Common Pleas
In Partition

Issue on order of sale in the above case, directed to the Sheriff of Union County Ohio

To the Clerk of the Court of
Common Pleas of Union County Ohio } Coles & Coate
Attys for
Plaintiff

Dated February 21st A.D. 1851.

Filed Apl 28. 1881
J Kirkwood pro Pl

J. C. Pasley
vs
S. Pasley et. al.

Partition

– issue an order of sale in this case

April 28 1851
J. Rankade p. Clerk

Cole & Coats
Attys. for Pltffs

Union Common Pleas, in Partition.

STEPHEN Pasley, Polly Adcock, late Polly Pasley, widow of John Adcock, deceased. John McGinnis and Elizabeth his wife, late Elizabeth Pasley, Elkany Pasley, James Pasley, Andrew Pasley, Daniel Pasley, Angelina Scott, late Angelina Pasley, widow of William Scott deceased, Thomas Carter, and George Carter, heirs of Joseph Carter and Pamelia his wife, late Pamelia Pasley, deceased, John Pasley, William Pasley, Nancy Ann Pasley, and Henietta, Pasley, heirs of William Pasley, deceased; will take notice that a Petition was filed against them, on the 11th day of Feb., A. D., 1850, in the Court of Common Pleas of Union county, and State of Ohio, by Thomas C. Pasley, and is now pending wherein the said Thomas C. Pasley, demands Partition of the following real estate, stuate in the counties of Union and Hardin, and State of Ohio, and bounded and described as follows to, wit: Being a survey of one hundred acres of land, on part of a Military warrant, No. 6279, in favor of Thomas Palsey, on the waters of Scioto: beginning at two maples north west corner to Edward Smiths survey. No. 9940; thence north twelve degrees, west one hundred poles to a beech; thence south seventy-eight degrees, west one hundred and sixty poles to a beech; thence south twelve degrees, east one hundred poles to two maples; thence north seventy-eight degrees, east one hundred and sixty poles, to the beginning, containing one hundred acres as aforesaid; and that at the next Term of said Court, application will be made, by the said Thomas C. Pasley, for an order that Partition may be made of said premises.

Dated this 13th day of Feb. A. D. 1850.

COLE & COATS,
Att'ys for Petitioner.

Feb. 21, 1850.-n1w4pf$6,00.

Personally appeared before me a Justice of the Peace in and for the County of Hardin State of Ohio, and Township of Pleasant, James S Robinson and made solemn oath that the annexed advertisement was published in the Kenton Republican, of which he is proprietor, published and in general circulation within said County of Hardin for six consecutive weeks immediately after the 21st of February 1850

Jas. S. Robinson

Sworn to and subscribed before me this 22. day of May A D 1850.

Samuel Smith J.P.

No 2

Union Com. Pleas

Thomas C Pasley
vs answer
Stephen Pasley Etal

Answer of Guardian
Ad Litem

Filed May 27, 1850
James Kirkpatrick clerk
No 3

The Answer of John Pasley William Pasley Nancy Ann Pasley and Henrietta Pasley minor children of William Pasley deceased together with Stephen Pasley and idiot son of Thomas Pasley deceased (to a Petition for Partition of Thomas C Pasley) by C W B Allison their guardian ad litem, who says that he knows no reason why the Petition and prayer of the Petitioner, the said Thomas C Pasley should not be granted &c

John Pasley
William Pasley
Nancy A Pasley
Henrietta Pasley
By C W B Allison
Their Guardian ad Litem

Union Common Pleas

Pasley vs Pasley et al

Filed May 27, 1850
Jas Rinkadefer Clk
No 4

UNION COMMON PLEAS. Partition.—Stephen Pasley, Polly Adcock, late Polly Pasley, widow of John Adcock deceased, John McGinnis and Elizabeth his wife, late Elizabeth Pasley, Elkany Pasley, James Pasley, Andrew Pasley, Daniel Pasley, Angelina Scott, late Angelina Pasley, widow of William Scott deceased, Thomas Carter, and George Carter, heirs of Joseph Carter and Pamelia his wife, late Pamelia Pasley deceased, John Pasley, William Pasley, Nancy Ann Pasley, and Henrietta Pasley, heirs of William Pasley deceased; will take Notice that a Petition was filed against them, on the 11th day of February A. D. 1850, in the Court of Common Pleas of Union County and State of Ohio, by Thomas C. Pasley, and is now pending, wherein the said Thomas C. Pasley demands Partition of the following real Estate, situate in the Counties of Union, and Hardin, and State of Ohio, and bounded and described as follows, to wit: Being a Survey of one hundred acres of land, on part of a military warrant, No 6279, in favor of Thomas Pasley, on the waters of Scioto: beginning at two maples north west corner to Edward Smith's survey No 9940, thence north twelve degrees west one hundred poles to a beech; thence south seventy-eight degrees west one hundred and sixty poles to a beech; thence south twelve degrees east one hundred poles to two maples; thence north seventy eight degrees east one hundred and sixty poles to the beginning. Containing one hundred acres as aforesaid; and that at the next Term of said Court, application will be made by the said Thomas C. Pasley for an order that partition may be made of said premises.

Dated this 13th day of Feb. 1850.

COLE & COATS,
Att'ys for Petitioner.

Feb. 13, 1850. n22w6

Personally appeared before me a Justice of the Peace in and for the Township of Paris Union County and State of Ohio, David W. English and made solemn oath that the annexed advertisement was published in the Marysville Tribune (of which he is printer) published and in general circulation within said County of Union; for six Consecutive weeks immediately after the 13 day of February A.D. 1850

David W. English

Sworn to and subscribed before me this 25th day of May A.D. 1850.

James Lemon J.P.

Union Com Pleas

Thomas C. Pasley
vs
Stephen Pasley et al
Writ of Partition

Filed Aug 12, 1850
James Kinkead Clk
By

Cost of Costs per Clk

I have executed this writ by the aoths of the within named William B. Irwin and Joshua Marshall. whose report is herewith filed. August 12. 1850

Fees= Mileage 1.00
Service 1.00

Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:
We Command you that without delay by the Oaths of James Turner, Joshua Marshall and William B. Irwin you Cause Partition to be made of the following real estate. to wit. lying and being in the Counties of Union and Hardin and State of Ohio and bounded and described as follows to wit. Being a Survey of One hundred acres of land on part of a Military Warrant No. 6279 in favor of the said Thomas Pasley on the Waters of Scioto: beginning at two Maples northwest Corner to Edward Smiths Survey No 9940: thence north twelve degrees West One hundred poles to a beech: thence south Seventy eight degrees: west One hundred and Sixty poles to a beech: thence South twelve degrees east One hundred poles to two Maples: thence north Seventy eight degrees. east One hundred and Sixty poles to the begining Containing One hundred acres as aforesaid. among the following persons and in the following proportions. to wit. To [redacted] Thomas C Pasley One equal eleventh part. To Stephen Pasley One equal eleventh part. To Polly Adcock One equal eleventh part. To John McGinnis and wife One equal eleventh part. To Elkony Pasley One equal eleventh part. To James Pasley. One equal eleventh part. To Andrew Pasley One equal eleventh part. To Daniel Pasley one equal eleventh part. To Angelina Scott widow of William Scott deceased. One equal eleventh part. To Thomas Carter and George Carter heirs of Joseph and Pamelia Carter decd. One equal eleventh part. and To John Pasley. William Pasley. Nancy Ann Pasley. and Henrietta Pasley heirs of William Pasley deceased. One equal eleventh part. in pursuance of an Order lately Made in Our said Court of Common Pleas. within and for the said County of Union in a certain Petition

for Partition. wherein Thomas C. Pasley is Petitioner.
and Stephen Pasley et al. are defendants.
And that you proceedings in the premises you
distinctly Certify. under your hand. to our Court
of Common Pleas. within and for the said County
of Union on the first day of their next term.
together with this writ.

Witness James Kirkade jr clerk of
said Court of Common Pleas at
Marysville this 15th day of July
A. D 1850.

James Kirkade jr clerk

Union Com. Pleas

Thomas Dasley
vs
Stephen Dasley et al
Commissioner's
Report

Filed August 12, 1850
James Kinkade, clk

No 6

Pasley
vs
Pasley et al,

Partition. Union Commn Plea

We the Commissioners appointed in this Cause to make partition of the following real Estate situate ~~between~~ in the Counties of Union and Hardin and State of Ohio, and bounded and described as follows to wit. Being a survey of One hundred acres of land on ~~Tow it~~ part of a Military warrant, No 6279. in favor of Thomas Pasley, on the waters of Scioto: beginning at two maples. north-west corner to Edward Smiths Survey, No 9946; thence north twelve degrees West one hundred poles to a beech; thence South Seventy eight degrees West one hundred and sixty poles to a beech; thence South twelve degrees East one hundred poles to two maples; thence North Seventy-eight degrees East one hundred and sixty poles to the beginning - Containing one hundred acres; between the following heirs to wit, Stephen Pasley, Polly Adcock, John McGinnis and wife Elkany Pasley; James Pasley and Reid Pasley, Daniel Pasley, Angeline Scott, Thomas Carter, and George Carter, John Pasley, William Pasley, Nancy Ann Pasley, and Henrietta Pasley.

having been duly sworn, we are of opinion that said Lands cannot be divided without manifest injury to the same and thereupon we do estimate the value thereof at two Dollars ~~and~~ fifty cents per acre

Given under our hands this 12th day of August A D 1850

William B. Irwin
Joshua Marshall

Fees

Joshua Marshall	Sheil one day	$1.00
Wm B. Irwin	" "	1.00
		$2.00

Union Common Pleas

Thomas C. Pasley
vs
Stephen Pasley et al

In Partition, Order for Sale

No 7

Filed Apr 1. 1857

Filed March 31. 1857
Daniel Rudolph Clk

Cole & Coates Attys for Petitioner

Received this February 21st 1857
Had the within described Real estate ~~Appraised by the~~ Advertised in the Marysville Tribune a Newspaper published and in general circulation in Union County Ohio for at Least thirty days previous to the day of Sale I afterwards to wit on the thirty first day of March ~~AD~~ 1857 it being the day I advertised the same to be sold between the Legal Hours of 10 O clock A M and 4 O clock P M offered the same for Sale at the door of the Court House in said County by Public auction and not sold for want of Bidders

Fees Milage 5
Serv 35
Advertising 25
Bilds Fee 5 25
5 90

William C Malin Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

In pursuance of an order of ~~Our Court of~~ Our Court of Common Pleas within and for the County of Union at the November Term thereof A.D. 1850 in a certain Petition for Partition now pending in said Court. Wherein Thomas C. Pasley is Petitioner and Stephen Pasley and others are defendants. We command you that without delay you proceed to sell at public Auction the lands and tenements in the said Petition described to wit: lying and being in the Counties of Union and Hardin and State of Ohio, and bounded and described as follows to wit: Being a survey of One hundred acres of land, on part of a Military Warrant No. 6279 in favor of the said Thomas Pasley on the Waters of Scioto: Begining at two Maples, northwest Corner to Edward Smiths Survey No 9940: thence North twelve degrees West One hundred poles to a beech; thence South Seventy eight degrees: west One hundred and Sixty poles to a beech; thence South twelve degrees east One hundred poles to two maples; thence North seventy eight degrees east One hundred and Sixty poles to the begining Containing One hundred acres as aforesaid; And upon the following terms to wit: One half Cash in hand, on the day of Sale and One half in One year thereafter with interest from said day of Sale, the deferred payment to be secured by Mortgage on the premises. And that your proceedings in the premises you make known to our said Court of Common Pleas at their next Term:

And have you then there this writ.

Witness James Kirkade Jr Clerk of said Court of Common Pleas at Marysville this 21st day of February A.D. 1851.

James Kirkade Jr Clerk

Union Com Pleas

Thomas B. Pasley
vs
Stephen Pasley & others

In Partition. Order for Sale

No 8

Filed June 3, 1857

Filed July 1, 1857
D. Markwell Clerk

Cole & Coats Attys for Petitioner

Received this writ April 28th 1851
In obedience to the within commands I advertised the within described Real Estate for sale by public action in the Marysville Tribune a news paper published once in general circulation in Union County Ohio, for at Least thirty days previous to the day of sale; I afterwards to wit on the 30th day of June A.D. 1851 between the Legal hours of ten o'clock A.M. and four o'clock P.M. of said day offered said Real Estate for sale by public out cry at the door of the Court House in said County and sold the within described Real Estate to James R. Mallem for one hundred and sixty seven dollars he being the best and Best bidder therefor and it being more than the two thirds the appraised value thereof

July 1st 1851

Fees Milage 5
Acherton 25
Jervis 35
Or Fee 4 50
Poundage 3,34
8 49

William C. Martin Sheriff and
Special Master

The State of Ohio Union County ss

To the Sheriff of Union County Greeting:

In pursuance of an Order of our court of Common Pleas, within and for the County of Union at the November Term thereof A.D. 1850. in a certain Petition for Partition now pending in said Court wherein Thomas C Pasley is Petitioner and Stephen Pasley and others are Defendants We Command you as we have heretofore Commanded you that without delay you proceed to sell at public auction the lands and tenements in the said petition described: to wit: lying and being in the County of Union and Hardin and State of Ohio. and bounded and described as follows to wit: being a survey of one hundred acres of land. as part of a military Warrant No 6279 in favor of Thomas Pasley on the waters of Scioto beginning at two maples northwest corner to Edward Smiths survey No 9940: thence north twelve degrees west one hundred poles to a beech: thence south seventy eight degrees. west one hundred and sixty poles to a beech: thence south twelve degrees east one hundred poles to two maples: thence north seventy eight degrees east one hundred and sixty poles to the beginning containing one hundred acres as aforesaid and upon the following terms to wit: one half Cash in hand on the day of sale and one half in one year thereafter with interest from said day of sale. the deferred payment to be secured by mortgage on the premises. And that your proceedings in the premises. you make Known to our said Court of Common Pleas at their next term

And have you then there this writ

Witness James Kirkpatrick clerk of said Court at Marysville this 28. th day of April A.D. 1851.

James Kirkpatrick clerk

Pasley
v
Pasley

No 9

Filed July 1. 1851
D Kirkpatrick for clk

PARTITION.

Thomas C. Pasley vs Stephen Pasley et al } By virtue of order to me directed from the court of common pleas, of Union county Ohio; I will offer for sale at the door of the court house, in Marysville in said county on the 30th day of June A D 1851, between the legal hours of ten o'clock A M and four o'clock P M, the following real estate lying and being in the counties of Union and Hardin and State of Ohio, and bounded and described as follows to wit: being a survey of one hundred acres of land, on part of a military warrant, No. 6279, in favor of Thomas Pasley on the waters of Scioto, beginning at two maples, northwest corner to Edward Smith's survey, No 9940 thence north twelve degrees west one hundred poles to a beech, thence south seventy-eight degress, west one hundred and sixty poles, to a beech, thence south twelve degress, east one hundred poles, to two maples, thence north seventy-eight degress, east one hundred and sixty poles, to the beginning; containing one hundred acres as aforesaid, and upon the following terms to wit: one half cash in hand, on the day of sale, and one half in one year thereafter with interest from said day of sale; the deferred payment to be secured by mortgage on the premises.

Appraised at two dollars and fifty cents per acre.

W. C. MALIN,
Sheriff.

May 27, '51. pf$4,50n37w5.

I do hereby certify that I am publisher and proprietor of the "Marysville Tribune" a weekly News-paper, published and in general circulation in Union County, and ~~that~~ the annexed notice was published in the said paper five consecutive weeks prior to the 30th day of June AD 1851.

H. L. Henderson

Sworn to and subscribed in open Court at Marysville this first day of July AD 1851

Ja Kirkham Jr Clerk

Common Pleas

Thomas C Posly
vs
Stephen Posly et al

Order of Sale
& Reappraisment

Filed Nov 21 1853

No 10

Received this writ September 7th 1853
Read the within Received Real Estate Appraised on the
7th day of September AD 1853 by the oaths of William B Kinn
C A McCamilton and S. Musselman at Three dollars and
fifty cents per Acre, and delivered to the Clerk of the
Court from Union this 21st day of November 1853 a copy of the appraisment
and inventory of said Real
Estate in the Marketable Status a newspaper published
and in general circulation in Union County ohio for
Sixty days previous to the day of Sale, of terms
~~of sale~~ to wit on the 21st day of November AD 1853 at Kings
Thursday I advertised said real Estate to be sold
between the lawful hours of Ten o'clock A.M and four o'clock
P.M I offered the same at the door of the Court House
in said County Agreeable to Notice and sold said
Real Estate to Adams for Three dollars and
Eighty cents per acre; he being the highest and best
Bidder therefor, and it being More than Two thirds
of the Appraised value thereof

Fees Milage 5
Serving 35
Advertising 25
Copy of Appraisment 100
Return 35
Deed 10
Poundage 760
Printer 500
Appraisers 150

Received payment
Nov 22nd 1853
William B. Kinn Sheriff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting

In pursuance of an order of our Court of Common Pleas within and for the County of Union at the June Term thereof AD 1853, in a certain Petition for Partition Pending in said Court wherein Thomas C Pasley is Petitioner & Stephen Pasley and others are Defendants. We Command you that without delay you Proceede to have the lands and tenements in the said petition described, Reappraised by the oaths of Mr B Snum C S Hamilton & Joshua Morshall, and that you Expose said Premises at Public sale, to wit Lying and being in the County of Union and Hardin and State of Ohio, and bounded and described as follows to wit being a Survey of one hundred acres of land on part of a Military warrant No 6279 in favor of Thomas Pasley on the waters of Scioto beginning at two maples north-west corner to Edward Smiths Survey No 9940 thence North twelve degrees west one hundred poles to a beech, thence South Seventy Eight degrees. West one hundred and sixty poles to a beech thence South twelve degrees east one hundred poles to two maples. thence north Seventy Eight degrees east one hundred and sixty poles to the beginning containing one hundred acres as aforesaid and upon the following Terms to wit one half cash in hand on the day of sale and one half in one year thereafter with interest from said day of sale. the deferred payments to be

Thomas C Pasley
vs
Ann Pasley

Proof of Publication

Filed Nov 21 1853
James Linn Clerk

No 11

SHERIFF'S SALE.

Thomas C. Pasley
vs.
Stephen Pasley et. als.
} Order of Sale

BY virtue of an order of sale to me directed from the Court of Common Pleas of Union county, Ohio, I shall offer for sale at the door of the court house, in Marysville, Union county and State of Ohio, on the 21st day of November A. D. 1853, between the legal hours of 10 o'clock A. M. and 4 o'clock P. M. the following described real estate, to wit: Lying and being in the counties of Union and Hardin, and State of Ohio, and bounded and described as follows, to wit: being a survey of one hundred acres of land on part of a military warrant, No. 6279, in favor of Thomas Pasley, on the waters of Scioto, beginning at two maples, north-west corner to Edward Smith's survey, No. 9540; thence north twelve degrees, west one hundred poles to a beech; thence south seventy-eight degrees; next one hundred and sixty poles to a beech; thence south twelve degrees, east one hundred poles to two maples; thence north seventy-eight degrees, east one hundred and sixty poles to the beginning; containing one hundred acres as aforesaid. Terms of sale: One half cash in hand, on day of sale, and one half in one year thereafter, with interest from said day of sale; the deferred payment to be secured by mortgage on the premises. Appraised at three dollars and fifty cents per acre.

Oct. 19, '53. W. C. MALIN, Sheriff.

fee 5,00

Thomas C. Pasley
vs
Stephen Pasley et als

} I hereby certify that I am publisher and proprietor of the Marysville Tribune a weekly newspaper published, and in general circulation in Union County Ohio, and that the annexed notice was published for five consecutive weeks prior to the 21st day of Nov 1853.

C. S. Hamilton

Sworn to and subscribed before me Nov 21st 1853
James Linn Clerk

Bond issued in case of Thos C Pasley
vs Stephen Pasley et al instituted in
the Union Com Pleas 21 Feb 185
Land Sold Nov 22 1853

For complete record see No 6 P 538
$ 3,80 paid Costs $ 64,17
Docket A P 370

Power of Atty
To
L Bingham

Pasley
vs
Pasley

State of Indiana
Jennings County

Know all men by these presents that we nominate constitute and appoint and have by these presents have constituted & appointed Lucius Bingham of the Town of Union County & State aforesaid, our true & lawful attorney. And we hereby authorise and empower him as such. to receive and accept for all monies which may be due & owing to us either of us, in the County of Union State of Ohio. And we hereby further authorise our said attorney, to take possession of, institute suit for the possession of, any lands which we may own or be entitled to in the said County of Union, as the heirs at law of Thomas Pasley, who died in Owen County Kentucky some time in the year 183 . And we hereby ratify & confirm all the said attorney may lawfully do for us & in our name in the premises, as though we were personally present and done the same ourselves.

Given under our hands & seals this 25th day of June 1855

In presence of
H. C. Brunner
J. B. Brunner

Thos B Pasley (Seal)
Elizabeth Mc Ginnis (Seal)
Lucinda Pasley (Seal)
Druzella Pasley (Seal)
Stephen Pasley (Seal)
William Pasley (Seal)
Mary + mark Pasley (Seal)
Thos + mark Thompson (Seal)

STATE OF INDIANA, } SCT.

Jennings COUNTY, }

I, James M. Hill Clerk of the Jennings Circuit Court within and for said County, do hereby certify that Henry C. Bruner Esq, before whom the annexed Power of Attorney appears to have been acknowledged & certified was at the time of taking and subscribing the same, to-wit: on the 25th day of June, 1855, a Justice of the Peace within and for said county of Jennings duly elected, commissioned and qualified, and that full faith and credit are due to all his official acts as such. I further certify that his signature to said certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed the seal of said Court at Vernon in said county, this 23d day of July, A. D. 1855.

James M. Hill Clerk.

State of Indiana
Lawrence County

Personally appeared before the undersigned a justice of the peace in and for the County & State aforesaid Alan B. Pasley, for himself and as Elizabeth Ann Simmis by lawful power of attorney, Lucinda Pasley, Drusella Pasley, and Stephen Pasley, William Pasley and Mary P. Thompson and acknowledged the execution of the foregoing power of attorney to be their voluntary act and for the purposes therein mentioned

Given under my hand and this 25th day of June 1855

Henry C. Brewer (Seal)
Justice of the Peace

Filed Nov 23 1853
James Lynch Clk

SHERIFF'S SALE.

Thomas C. Pasley
vs.
Stephen Pasley et.als.
} Order of Sale

BY virtue of an order of sale to me directed from the Court of Common Pleas of Union county, Ohio, I shall offer for sale at the door of the court house, in Marysville, Union county and State of Ohio, on the 21st day of November A. D. 1853, between the legal hours of 10 o'clock A. M. and 4 o'clock P. M. the following described real estate, to wit: Lying and being in the counties of Union and Hardin, and State of Ohio, and bounded and described as follows, to wit: being a survey of one hundred acres of land on part of a military warrant, No. 6279, in favor of Thomas Pasley, on the waters of Scioto, beginning at two maples, north-west corner to Edward Smith's survey, No. 9940; thence north twelve degrees, west one hundred poles to a beech; thence south seventy-eight degrees; next one hundred and sixty poles to a beech; thence south twelve degrees, east one hundred poles to two maples; thence north seventy-eight degrees, east one hundred and sixty poles to the beginning; containing one hundred acres as aforesaid. Terms of sale: One half cash in hand, on day of sale, and one half in one year thereafter, with interest from said day of sale; the deferred payment to be secured by mortgage on the premises. Appraised at three dollars and fifty cents per acre.

W. C. MALIN, Sheriff.

Oct. 19, '53. n3w5

Thomas C Pasley
vs
Stephen Pasley

I hereby certify that I am publisher of the Democratic Pioneer a weekly newspaper published and in general circulation in Union County Ohio and that the annexed notice was published in said newspaper for the 21st day of Nov. 1853

C A Greenlee

fee $2,00

Sworn to and subscribed in open Court this 23d day of Nov 1853

James Linn Clerk

No. 50-CH-3

Union Common Pleas Court.

Perus Sprague Plaintiff,

AGAINST

David R Sprague et al Defendant.

NOV TERM. 1850

DECREE FOR PLAINTF

Journal 4 Page 380 369

Record No. 6 Page 40

Ex. Doc. Page

per Conf.
of Sale

Chancery No. 1838

Eliza Sprague
vs
David R Sprague et al

Order of Sale 1/2 in
hand & 1/2 in 12 mos. &
mortgage deferred payt. secured
by mortgages & bond

Sale confirmed & Clerk
ordered on distribution of
the moneys & securities

7

Cost Bill made
Record

Recorded

deceased, and whom your Petitioner prays may be made a defendant to this petition is entitled to dower in the same premises. Your Petitioner therefore, desiring to hold his said interest in severalty, prays, that Partition of said lands and tenements may be made, ~~and that the dower of the said Lucy Sprague may be assigned in said premises~~; or if it shall appear that partition of said lands and tenements cannot without manifest injury be made; then that the same may be sold or other proper order taken in that behalf, pursuant to the Statute in such case made and provided

By Cole & Coats, Attys
for Petitioner

Comm Court Pleas

Piers Sprague
vs
David R Sprague
Et. Al.

Petition for Partition

Filed March 18. 1850
James Kinkade Clerk

Recorded

By Cole & Coats

To the Honorable the Judges of the Court of Common Pleas, within and for the County of Union and State of Ohio: Your Petitioner Perry Sprague of the County of Union &c. one of the Children and heirs of Thomas Sprague late of said Union County &c. deceased: respectfully represents that the said Thomas Sprague &c. was in his lifetime seized in fee-simple and died intestate, leaving the following real estate, lying and being in the County of Union and State of Ohio; and bounded and described as follows, to wit; Begining at a stake in the centre of the State road leading from Milford to Marysville in the westerly line of Robert Means Survey No 5298. of which this is a part; thence north thirty-seven degrees west 155- poles to a stake near two sugar trees and two ironwoods and a hickory; thence north fifty-three degrees east one hundred poles to a stake near three sugar trees; thence south thirty-seven degrees east one hundred and twenty nine poles to a stake in the centre of said Milford and Marysville State road; thence with said road south forty degrees west one hundred and one poles to the begining— Containing Eighty-Eight, and three-fourth acres.

And your petitioner further represents ~~that~~ that he is seized in fee-simple of one undivided sixth part of said real estate; and that, David R Sprague, Alfred Sprague, William Sprague, Lucy Sprague, John Anderson and Sarah his wife late Sarah Sprague of the County of Union and State of Ohio, Levi Churchill and Anna his wife late Anna Sprague Thomas Chambers and Hannah his wife late Hannah Sprague of the State of Missouri; together with Elizabeth Sprague widow of Thomas Sprague jr. deceased, Henry Clay Sprague, Eliza Sprague and Anson Sprague of Knox County and State of Ohio, Children and heirs of the said Thomas Sprague jr. &c., and Elizabeth his wife; are the remaining Children and heirs of Thomas Sprague first aforesaid; and who are entitled to share with your petitioner in the division of said real estate, in the following proportions, to wit; to David R Sprague one-twelfth Alfred Sprague one-twelfth, William Sprague one-fourth John Anderson and wife one-twelfth, Levi Churchill and wife one-twelfth Thomas Chambers and wife one-twelfth, and to Elizabeth Sprague Henry Clay Sprague, Eliza Sprague and Anson Sprague, widow and Children of the said Thomas Sprague jr deceased. One twelfth as the representatives of the said Thomas Sprague jr. &c. And your Petitioner would further represent that Lucy Sprague of the said County of Union &c. widow of the said Thomas Sprague &c.

Union Com. Pleas

Perus Sprague
vs
David R. Sprague et al

Praecipe

Filed September 2 1850
Jas Kirkland Jr Clerk

Perus Sprague
vs
David R Sprague et al } In Partition

Issue an order of sale in the above case directed to the Sheriff of Union County

To the Clerk of Union Com Pleas
Dated this 2nd day of Sept. 1850

Cole & Coats
Atty's for Petitioner

Union Com Pleas

Peres Sprague
vs
David R Sprague
et al

Proof of Publication

Filed Nov 18. 1850
Jno Ken Macaspell

PERUS SPRAGUE *vs.* David R. Sprague, et als.—Partition.—By virtue of an order to me directed from the court of common pleas of Union county, Ohio, I will offer for sale at the door of the court house in said county, on the 12th day of October, A. D., 1850, between the hours of ten o'clock, A. M. and 4 o'clock, P. M., the following described lands and tenements to wit, situate in the county of Union, and State of Ohio, and bounded and described as follows, to wit: beginning at a stake in the centre of the State Road leading from Milford to Marysville, in the westerly line of Robert Means' survey No. 5292, of which this is a part; thence north thirty-seven degrees west 158 poles to a stake near two sugar trees and two ironwoods and a hickory; thence north fifty-three degrees east one hundred poles to a stake near three sugartrees; thence south thirty-seven degrees east one hundred and twenty-nine poles to a stake in said Milford and Marysville State Road; thence with said road forty degrees west one hundred and one poles to the beginning—containing eighty-eight and three-fourths acres, more or less. Terms of sale one-half of the purchase money in hand, the other half in twelve months, with interest from the day of sale, to be secured by mortgage on the premises.

Appraised at $800.00.

PHILIP SNIDER, Sheriff.

September 3, 1850. n51w5,pf$5

Perus Sprague
vs.
David R Sprague
} In Chancery.

I, C. S. Hamilton, do solemnly swear that I am Editor and proprietor of "The Marysville Tribune", a weekly paper published, and in general circulation in Union County, and that the annexed notice was published in said paper five consecutive weeks prior to the 12th day of October A D 1850.

C. S. Hamilton

Sworn to and subscribed before me this 18th day of November A D 1850

James Lemmon J P

Union Com Pleas

Pius Spragens
vs
David D. Spragens

In Partition. Order for Sale

place certifying & on file in my office county, and recorded

Filed October 15. 1850
James Kinkead Jr. Clerk

Recorded

Cal. vacate 25.00
Pr. 8 Ctr

Received this writ September 2nd 1850
In obidience to the within command I duly advertised the within described real estate for sale by publication in the "Marysville Tribune a newspaper published and in general circulation" in Union County, Ohio, for at least 30 days previous, to the day of sale. I afterwards, to wit; on the 12th day of October A.D. 1850. between the hours of ten O.clock A.M. and four O.clock P.M. at the door of the Court house in said County. (it being the time and place I advertised the same to be sold) offered said property for sale at public auction and sold the same to John F. Michael for the sum of Seven hundred and forty five dollars he being the highest and best bidder therefor and that being more than two thirds the appraisement.

Fees = Mileage 5
Service 35
advertising 2.5
Poundage 14.90
Pr fee 5.00 = $20.55

Philip Snider Sheriff
Union County, Ohio.

The State of Ohio Union County ss.

To the Sheriff of said County Greeting;

In pursuance of an order of our Court of Common Pleas, within and for the County of Union at the August term thereof A.D. 1850 in a certain Petition for Partition, now pending in said Court, wherein Piers Sprague is petitioner, and David R. Sprague et al are defendants. We command you that, without delay, you proceed to sell at public auction, the lands and tenements in the said petition described, to wit, lying and being in the County of Union and State of Ohio, and bounded and described as follows to wit, begining at a stake in the Centre of the State road leading from Milford to Marysville in the westerly line of Robert Means survey No 5292. of which this is a part; thence north thirty seven degrees west 155 poles to a stake near two sugar trees and two iron woods and a hickory; thence north fifty three degrees east One hundred poles to a stake near three sugar trees; thence south thirty seven degrees, east One hundred and twenty nine poles to a stake in the Centre of said Milford and Marysville State road; thence with said road south forty degrees west One hundred and one poles to the begining containing Eighty eight and three fourth acres, and upon the following terms to wit, One half of the purchase money to be paid on the day of sale, and the other half in One year from said day of sale, the deferred payment to be secured by mortgage on said premises. And that you proceedings in the premises you make known to our said Court of Common Pleas, at their next term. And have you then there this writ.

Witness James Kirkade Jr Clerk of said Court at Marysville this 2d day of September A.D. 1850

James Kirkade Jr Clerk

Union Common Pleas

Sprague vs Sprague et al

Filed May 27, 1850
James Rudolph Clk

Recorded

UNION COMMON PLEAS. Partition.—David R. Sprague, Alfred Sprague, William Sprague, Lucy Sprague, John Anderson, and Sarah his wife, Levi Churchill, and Anna his wife, Thomas Chambers, and Hannah his wife, and Elizabeth Sprague, widow of Thos. Sprague jr., dec'd, and Henry Clay Sprague, Eliza Sprague, and Anson Sprague, heirs of Thomas Sprague, jr. deceased, together with Lucy Sprague, widow of Thomas Sprague, sr., deceased, will take notice that a petition was filed against them on the 18th day of March, A. D. 1850, in the Court of Common Pleas of Union county and State of Ohio, by Perus Sprague, and is now pending, wherein the said Perus Sprague demands partition of the following real estate, lying and being in the said county of Union and State of Ohio; and bounded and described as follows, to wit: beginning at a stake in the centre of the State road leading from Milford to Marysville, in the westerly line of Robert Means' survey No. 5292, of which this is a part; thence north thirty-seven degrees west 155 poles to a stake near two sugar trees and two ironwoods and a hickory; thence north fifty-three degrees east one hundred poles to a stake near three sugartrees; thence south thirty-seven degrees east one hundred and twenty-nine poles to a stake in the centre of said Milford and Marysville state road; thence with said road forty degrees west one hundred and one poles to the beginning; containing eighty-eight and threefourth acres; and at the next Term of said Court application will be made by the said Perus Sprague for an order that Partition may be made of said premises.

COLE & COATS,
Attys. for Petitioners.

Attest: JAMES KINKADE, Jr. Clerk.
Dated this 20th day of March, A. D. 1850.
n27w6pf$6,00

Personally appeared before me a Justice of the Peace in and for the Township of Paris Union County and State of Ohio David W English and made solemn oath that the annexed advertisement was published in the Marysville Tribune, of which he is printer, published and in general circulation in said County of Union; for six consecutive weeks immediately after the 20th day of March A.D. 1850.

David W. English.

Sworn to and subscribed before me this 25th day of May A.D. 1850.

James Lemon J.P.

Union Com. Pleas

Reas Sprague

vs

David R Sprague et al

Answer of Guardian
Ad Litem

Filed May 27. 1850
James Kirkpatrick Clerk

Recorded

The Answer of Henry Clay Sprague, Eliza Sprague and Anson Sprague minor heirs of Thomas Sprague jr deceased to a Petition for partition of Perus Sprague by C W B Allison their guardian ad litem: who says that he knows no reason why the Petition and Prayer of the Petitioner the said Perus Sprague should not be granted &c

Henry C Sprague
Eliza Sprague
Anson Sprague
By C W B Allison
Their Guardian Ad Litem

Peers Sprague
vs
David R. Sprague
et als

Report of Commissioners

Filed May 29, 1850
James Kirkpatrick Clk

Recorded

Piers Sprague
vs
David R. Sprague et Als

Partition Union Common Pleas
Union County Ohio

We the Commissioners appointed in this Cause to make partition of the following real estate situate in the County of Union State of Ohio Bounded and described as follows, to wit— Beginning at a Stake in the centre of the State road leading from Milford to Marysville, in the Westerly line of Robert Mean's Survey No 3282 of which this is a part; thence N. 37° West 155 poles to a Stake near Two Sugar Trees, Two Iron woods and a Hickory; thence N 53° E. 100 poles to a Stake near Three Sugar Trees; thence S. 37° E. 125 Poles to a Stake in the Centre of said Milford and Marysville Road; thence with said Road S. 40° W. 101 poles to the beginning. Containing Eighty Eight and three fourth Acres between Piers Sprague, David R Sprague, Alfred Sprague, William Sprague, John Anderson and Wife, Levi Churchill and wife, Thomas Chambers and wife, Elizabeth Sprague, Henry Clay Sprague, Elisa Sprague and Anson Sprague, widow and Children of Thomas Sprague deceased, having been duly sworn, upon actual view of the premises are of opinion that said lands cannot be divided without manifest injury to the same and thereupon we do estimate the value thereof at Eight Hundred Dollars,

Given under our hands this 29th day of May A.D. 1880

Commissioners { Thomas Turner Sr.
Thomas Brown
James E Harriott

Fees = $1.00 each

Union Com Pleas

Piers Sprague
vs
David R Sprague

Writ of Partition

Filed May 29. 1850
James Kirkpatrick Clk

Return of Com
Comptr & Hand
for Eleven
May 29. 1850

Recorded

David R Sprague et al are defendants:
And that from 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 James Kirkpatrick Clerk
of said Court of Common Pleas at
Marysville this 29th day of May
A.D. 1850.
James Kirkpatrick Clk

State of Ohio Union County, ss.
I do hereby certify that Thomas Brown James E. Harriott and
Thomas Turner the within named Commissioners were duly
sworn to make partition of the lands written name.
May 29th 1850. Fees = mileage 15
service 1.00 = $1.15
Philip Sider Sheriff of
Union County

I have executed the written writ, by the oaths of the
Commissioners named in the written order, whose report
is herewith returned.
May 29th 1850
Philip Sider Sheriff of
Union County

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting;
We Command you that by the Oaths of James E Harriott. Thomas Turner and Thomas Brown you Cause Partition to be made of the following Real Estate. lying and being in the County of Union and State of Ohio: and bounded and described as follows to wit. beginning at a Stake in the centre of the State road leading from Milford to Marysville in the westerly line of Robert Means Survey No 5292 of which this is a part: thence north thirty seven degrees west 155 poles to a Stake near two sugar trees and two winnowoods and a hickory: thence north fifty three degrees ~~west~~ East One hundred poles to a Stake near three sugartrees: thence South thirty seven degrees. East One hundred and twenty nine poles to a Stake in the Centre of said Milford and Marysville State road: thence with said road South forty degrees west One hundred and One poles to the begining Containing Eighty eight and three fourth acres. Among the following persons and in the following proportions to wit. To the said Piers Sprague One sixth part. to the said David R. Sprague One twelfth part. to the said Alfred Sprague One twelfth part. to the said William Sprague One fourth part. to the said John Anderson and wife One twelfth part to the said Levi Churchill and wife One twelfth part. to the said Thomas Chambers and wife One twelfth part. and to the said Elizabeth Sprague. Henry Clay Sprague. Eliza Sprague. and Anson Sprague widow and Children of Thomas Sprague p deceased One twelfth part.
In pursuance of an Order lately made in our said Court of Common Pleas within and for the said County of Union. in a certain petition for partition. wherein Piers Sprague is petitioner and

Chancery Case File

Case No. 1850-CH-0004

No. 50-CH-4

Union Common Pleas Court.

Michael Rouprighr
Plaintiff,

AGAINST

Martin Rouprighr
Defendant.

NOV TERM. 1850

DECREE FOR PLAINTF

Journal 4 Page 362

Record No. 6 Page 32

Ex. Doc. Page

THE J. D. SMITH CO. Springfield, Ohio

Chy No 3731

Michael Rupright

vs

Martin Rupright et al

Order of Sale
Tax Clerk

$15, 00 Appr

Cost Bill made
Record

Recorded

Union Com. Pleas

Michael Rupright

vs

Martin Rupright et al

Petition for Partition

Filed April 3, 1850
James Kirkade Jr Clerk

Promised

Jno Baldwin
Atty.

James Turner
Thomas Bacon
James E Hannitt

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

Your Petitioner Michael Rupright of Franklin County Ohio respectfully represents, that your Petitioner has a legal right to, and is seized in fee simple of one undivided Eighth part of a certain tract or parcel of land, with the appurtenances, lying and being in the said County of Union and bounded and described as follows, to wit - Part of Survey in the Virginia Military District No. of Entry 5009 in the name of Hugh Woodson - Beginning at a stake Northerly Corner of Mary A Leeper and on the line of Richard Anderson's Survey No 4824 - Running with Anderson's line and course thence N. 53° E. 66 2/3 poles passing his Easterly Corner at 37 poles to Two Sugar Trees - thence S. 37° E 106 poles to a stake - Thence S 53° W 66 2/3 poles to a stake corner to Mary A Leepers - Thence with her line N. 37° W to the Beginning Containing fifty acres, as per deed to himself and others as Heirs of Gotlieb Rupright from Philip Rupright and Barbara his wife recorded in Records of Deeds of said County in Book 6. pp 266 & 267 - And your Petitioner further represents that Barbara Ketsel late Barbara Rupright, wife of Peter Ketsel - Martin Rupright - Margaret Wendell, late Margaret Rupright wife of Daniel Wendell - and Paulus Rupright - all of Franklin County Ohio - and Peter Snyder child and heir of Barbara Anna Snyder, late Barbara Anna Rupright, late wife of Henry Snyder now deceased leaving only said Peter - Now residing in Selby County Missouri as your Petitioner believes are tenants in common with your Petitioner in the said premises as other Heirs of said Gotlieb Rupright mentioned in said deed above specified - That said Paulus is an infant under age of whom said Martin Rupright is the legally appointed Guardian - and said Peter Snyder is also an infant under age

And all of whom your Petitioner prays may be made parties defendant to this Petition and that Guardians ad Litem may be made appointed to said infant defendants - Your Petitioner therefore desiring to hold his said interest severally, prays that partition of said lands and tenements may be made, or if it shall appear that partition of said lands and tenements cannot without manifest injury be made; then that the same may be sold, or other proper order taken in that behalf pursuant to the Statute in such case made and provided

By J W Fallowin
His Attorney

Rupenight
vs
Rupright et al

Filed May 27, 1850
L Kirkpatrick Jr Clk

Recorded

NOTICE.—Barbara Ketsel, and Peter Ketsel, her husband, Martin Rupright, Margaret Wendell and Daniel Wendell, her husband, Paulus Rupright, all of Franklin county, Ohio, and Peter Snyder, of Shelby county, Missouri, will take notice that a Petition was filed against them on the third day of April, A. D. 1850, in the Court of Common Pleas of Union county, Ohio, by Michael Rupright, and is now pending, wherein the said Michael Rupright demands partition of the following real estate situate in said county: Part of survey in the Virginia military District. No. of Entry 5009 in the name of Hugh Woodson, beginning at a stake northerly corner of Mary A. Leeper, and on the line of Richard C. Anderson's survey No. 4824, running with Anderson's line and course thereof N 53 ° E 66¾ poles passing his easterly corner at 37 poles to two sugar trees; thence S 37 E 106 poles to a stake; thence S 53 w 66¾ poles to a stake corner to Mary A. Leeper's; thence with her line N 37 west to the beginning, containing fifty acres. And that at the next term of said court application will be made by said Michael Rupright for an order that partition may be made of said premises.

MICHAEL RUPRIGHT.

J. W. BALDWIN, Att'y for Pet'r.

Dated April 3, 1850. n29w3

Printer's fee $2,50.

D W English of Union Co. O. being duly sworn deposes and says that a copy of the attached notice was published on the third day of April AD 1850 in a newspaper called the Marysville Tribune and that said newspaper was then in general circulation in the County of Union and State of Ohio

David W. English

Sworn to and subscribed this the 27th day of May AD 1850 before me

James Rinkrade pr Clerk

Union Com. Pleas

Michael Rupright

vs

Martin Rupright et al

Answer of infant defendants By Guardian ad Litem

Filed May 27. 1850
James Kirkpatrick clerk

Recorded

Rupright
Ans Guardian ad litem

The joint answer of Paulus Rupright and Peter Snyder infant defendants to the Petition of Michael Rupright complainant by B F Martin their guardian ad Litem.

And the said Paulus Rupright & Peter Snyder by B F Martin their guardian ad Litem now come and in answer to the said Bill & Petition of the said Michael Rupright say that they are wholly unacquainted with the several matters and things therein set forth and of their claims and rights in regard to same, and humbly pray this Honorable Court to protect their rights in the premises whatever they may be in the manner and form that may seem best unto your Honors.

Paulus Rupright
Peter Snyder
By B. F. Martin
Guardian ad Litem

Michael Rupright

vs

Martin Rupright et al

Report of Commissioners

Filed May 29. 1850
James Rus Rade for NR

Recorded

Michael Rupright
vs
Martin Rupright et al

Partition Union Common Pleas
Union County, Ohio,

We, the Commissioners, appointed in this cause to make partition of the following real estate situate in the County of Union State of Ohio Bounded and described as follows to wit part of Survey in the Virginia Military District No. of Entry 5009 in the name of Hugh Woodson Beginning at a stake northerly Corner of Mary A Leeper and on the line of Richard C Anderson's Survey No. 4824 running with Anderson's line and course thence N 53° E 66 2/3 poles passing his easterly Corner at 37 poles to two Sugar trees - Thence S. 37° E 106 poles to a stake - Thence S 53° W 66 2/3 poles to a stake Corner to Mary A Leeper's Thence with her line N 37° W to the Beginning Containing fifty acres between Michael Rupright, Barbara Retsel, Martin Rupright Margaret Wendell, Paulus Rupright and Peter Snyder having been duly sworn upon actual view of the premises are of opinion that said lands cannot be divided without manifest injury to the same and thereupon we do estimate the value thereof at - Four Hundred and Twenty five Dollars

Given under our hands this 29th day of May A.D. 1850.

Commissioners
Thomas Thorne
James E Harris
Thomas Brown

Fees $1.00 each

Union Com Pleas
Michael Myright
vs
Martin Myright et al
Writ of Partition

Filed May 29, 1850
James McRadyfolk

Recorded

State of Ohio Union County. SS.
I do hereby certify that Thomas Brown. James E. Harriott the within named commissioners were duly sworn to make partition of the lands within named.
May 29th 1850

Philip Snider Sheriff of
Union County.

I have executed the within writ, by the oaths of the ~~within~~ commissioners named in the within order. whose report is herewith returned.
May 29th 1850. Fees = mileage 15
Service 1.00 = $1.15
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 of Thomas Turner, Thomas Brown and James E. Harriott. You Cause Partition to be made of the following real estate, with the appurtenances, lying and being in the County of Union, and bounded and described as follows to wit, part of Survey in the Virginia Military District No of Entry 5009 in the name of Hugh Woodson, beginning at a Stake Northerly Corner of Mary A. Leeper and on the line of Richard C. Andersons Survey No 4824, running with Andersons line and Course thereof N 53° E. 66 2/3 poles passing his easterly Corner at 37 poles to two Sugar trees - thence S. 37° E. 106 poles to a Stake - thence S 53° W 66 2/3 poles to a Stake Corner to Mary A. Leepers, thence with her line N 37° W to the begining Containing fifty acres, among the following persons and in the following proportions, to wit, to Michael Rupright, One equal Sixth part, to Barbary Nelsel One equal Sixth part to Martin Rupright, one equal sixth part, to Margaret Wendell One equal sixth part to ~~[illegible]~~ Pauline Rupright One equal sixth part, and to Peter Snider One equal sixth part, in pursuance of an order lately made in Our said Court of Common Pleas, within and for the said County of Union in a certain petition for partition wherein Michael Rupright is Petitioner and Martin Rupright et als are defendants; 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 James Kirkade jr clerk of
said Court of Common Pleas at
Marysville this 28th day of May AD
1850. James Kirkade jr clerk

Union Com. Plea

Michael Coffeyright

vs

Martin Coffeyright et al

Partition. Order for sale

Filed Nov. 18. 1850

James McKaig Clerk

Returnable

Received this writ September 25th 1850. advertised the within described real state to be sold on the 18th day of November 1850 between the hours of ten O.clock A.M. and four O.clock. P.M. at the door of the court house in Union County, by publication in the Marysville Tribune a newspaper published and in general circulation in said County.

Philip Snider Sheriff

Received this Writ of former Sheriff oct 30th 1850 and offered the within Described Reial Estate on the 18th at the door of the Court House in Union County as above stated to be sold at that time and having been advertised Day of November 1850 and sold the same to place for thirty days immediately preceding said day of sale Martin Nolp for four hundred Dollars at public auction then & there the Being the First and Best Bidder therefor that Being More than the two thirds of the Appraised value there of

Fees Milage 5

Serv's 35

Advertising 25

Printer fee 3 75

William C Malin Sherriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting;
In pursuance of an Order of our Court of Common Pleas within and for the County of Union at the August Term A.D. 1850 in a certain Petition for Partition now pending in said Court. Wherein Michael Rupright is petitioner and Martin Rupright et als are defendants; We command you that without delay you proceed to sell at public Auction the lands and tenements in the said petition described, to wit, lying and being in the said County of Union and bounded and described as follows to wit. part of survey in the Virginia Military District No of entry 5009 in the name of Hugh Woodson - begining at a stake northerly corner of Mary A Leeper and on the line of Richard C. Andersons Survey No 4824 running with Andersons line and course thereof N 53° E. 66⅔ poles passing his easterly corner at 37 poles to two sugar trees - thence S 37° E. 106 poles to a stake - thence S 53° W. 66⅔ poles to a stake corner to Mary A. Leepers. thence with her line N 37° W. to the begining containing fifty acres. and upon the following terms to wit Cash in hand. And that your proceedings in the premises you make known to our said Court of Common Pleas. at their next Term; And have you then there this writ.

Witness James Kinkade Jr Clerk of said Court of Common Pleas at Marysville this 25th day of September A.D. 1850.

James Kinkade Jr Clerk

Union Com Pleas

Michael Rupright
vs
Martin Rupright et al
Proof of Publication

Filed Nov 19, 1850
James Kinkade jr Clerk

September 1, 18.50. n1m5

MICHAEL RUPRIGHT vs. Martin Rupright et al.—UnionCommon Pleas, Chancery.—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 county, on the 18th day of November, 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: lying and being in the said county of Union, and bounded and described as follows, to wit: part of survey in the Virginia Military District, No of entry 5009, in the name of Hugh Woodson, beginning at a stake northerly corner of Mary A. Leeper, and on the line of Richard G. Anderson's survey No 4824, running with Anderson's line and course thereof N 53° E 66¾ poles, passing his easterly corner at 37 poles to two sugar trees, thence S 37° E 106 poles to a stake, thence S 55° W 66¾ poles to a stake, corner to Mary A. Leeper, thence with her line N 37° W, to the beginning containing fifty acres.

Terms, cash in hand. Appraised at

PHILIP SNIDER, Sheriff.

Oct. 16, 185 n5w5pf, $3,75

I C S Hamilton of Union Co. Ohio being solemnly sworn deposes and says that the annexed a copy of the annexed advertisement was duly published in the Marysville Tribune a paper published & of general circulation, in the County of Union Ohio for thirty days immediately preceding this day of sale mentioned therein 18th November AD 1850

C. S. Hamilton

Sworn to & subscribed before me Nov 19th 1850 – Ja Kinkade Jr Clerk Union Com. Pleas

Chancery Case File

Case No. 1850-CH-0005

No. 50-CH-5

Union Common Pleas Court.

Archibald S Irwin
Plaintiff,

AGAINST

Elcy M Sheldon et al
Defendant.

MAY TERM. 1850

DECREE FOR PLAINTF

Journal 4 Page 309

Record No. 5 Page 381

Ex. Doc. Page

Chy No 48

Archibald S. Ironmonger
vs
Eley M Sheldon et al

Bill made
Record

Recorded

In Union Com Pleas

Archibald S Brown et al

vs

Elcey M Sheldon et al

Petition for Partition

Filed April 11th 1850
James Kirkade Jr clerk

Recorded

Allison & Curry

To the Honorable the Judges of the Court of Common Pleas, within and for the County of Union, and State of Ohio:

Your Petitioners Archibold S Irwin and Nancy E Irwin his wife, and Luther C Tanner and Mary Ann his wife of the County of Union, Ohio respectfully represent, that your Petitioners Nancy S Irwin and Mary Ann Tanner have a legal right to, and are seized in fee simples (subject to a dower incumbrance of Nabby Sheldon) of one third part, or one sixth part each, of a certain tract or parcel of land, with the appurtenances, lying and being in the said County of Union 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 stake in the centre of the Delaware state road, S. E. corner to a tract of land ordered to be sold by the Administratrix of Eli Sheldon deceased, for the payment of the debts of said estate - thence with said road N. 57. E. 60 poles to a stone, thence N. 16 25/100 W. 151½ poles to a stone, witness 3 Maples, ash, horn beam & red oak, - thence S. 57. W. 60 poles to a stake, witness 2 dogwoods, elm, and hickory, thence S. 16 25/100 E. 151½ poles to the begining containing fifty two acres more or less, and being subject to the dower estate of Nabby Sheldon, covering the whole of said tract as heretofore assigned to her. And your Petitioners further represent, that Elcey Mariah Sheldon, Martha A. Sheldon, Margaret S. Sheldon & Orpha L Sheldon all of said county, and who are minors, are coparceners with your Petitioners in the said premises, and that by prior Lee of said County is their Guardian duly appointed and qualified by this Court. Your Petitioners therefore desiring to hold their said interests in severalty (subject to said dower right) pray that partition of said lands and tenements may be made subject to said dower, or if it shall appear that partition of said lands and tenements cannot without manifest injury be made; then that the same may be sold, or other proper order taken in that behalf, pursuant to the statute in such case made and provided.

By Allison & Curry their Solts.

In Union Com Pleas

Cyprian Lee
Guardian &c

ads

Archibald Irwin
et als

Answer to Pet.

Recorded

In propria persona

The joint and several answer of Elcey Maria Sheldon, Martha A. Sheldon, Margaret P. Sheldon and Orpha L. Sheldon infant defendants to a Petition for Partition filed against them, by Archibald S. Irwin and others in the Court of Common Pleas of Union County, Ohio, by Cyprian Lee their Guardian.

And now come the said defendants by Cyprian Lee their Guardian, and waive the issuing and service of process, and the said Cyprian Lee as Guardian aforesaid consents to a partition as prayed for in said Petition - and asks the Court to grant the same in accordance with the statutes in such case made and provided.

C. Lee Guardian for
the above heirs

Union Com Pleas

Archibald S. Irwin
et als
vs
Elcy M. Sheldon et als

Report of Commissioners

Filed May 29. 1850
Jas Kirkpatrick clerk

Return unfunded
L

Recorded

State of Ohio Union County ss

I hereby certify that the foregoing
Instrument is a true and Correct
copy of the original

Archibald S Irwin et al } Partition. Union County Com. Pleas.
vs
Olney M Sheldon et als } We, the Commissioners,

appointed in this cause to make partition of a tract of Land with the appurtenances lying and being in the County of Union Ohio, being part of Survey No. 5502 surveyed in the name of Robert Means, being that part of said Survey contained in the following boundaries, to wit, begining at a stake in the centre of the Delaware State Road S. E. corner to a tract of Land ordered to be sold by the Administratrix of Eli Sheldon, deceased, for the payment of the debts of said estate - thence with said road N. 57. E. 60 poles to a stone - thence N. 16 25 m W. 151 ½ poles to a stone, witness 3 maples, ash, hornbeam & red oak, thence S. 57. W. 60 poles to a stake, witness 2 dogwoods, elm and hickory, thence S. 16 25 m. E. 151 ½ poles to the begining containing fifty two acres more or less, and being subject to the dower estate of Nabby Sheldon covering the whole of said tract as heretofore assigned to her, having been duly sworn, upon actual view of the premises, we are of opinion that said Lands cannot be divided without manifest injury to the same, and thereupon we do estimate the value thereof, subject to said dower estate at three Hundred and twelve dollars

Given under our hands this 29th day of May A.D. 1850

John Cofsie
James Irwin
Marius Wason

Fees $1.00

Union Com Pleas
Archibald L. Irwin et al
vs
Eleazer M. Sheldon &c
Writ of Partition

Filed May 29. 1850
Samuel Kirkpatrick Clk

Recorded

State of Ohio Union County, ss.
I do hereby certify that John Cassil, James Turner and Mains Wason the within named commissioners were duly sworn to make partition of the lands within named. on this the 29th day of May A.D. 1850
Philip Snider Sheriff of Union County

I have executed the within writ. by the oaths of the Commissioners named in the within order. whose report is herewith returned.
May 29th 1850. Fees = mileage 25
service 1.00 = $1.25
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 of Mains Mason, James Turner and John Cassil you cause partition to be made of the following real estate, ~~situate to~~ wit, a tract of land with the appurtenances lying and being in the County of Union, Ohio, being part of survey No. 5502 surveyed in the name of Robert Means, being that part of said survey contained in the following boundaries to wit, begining at a stake in the centre of the Delaware ~~State~~ Road, S. E. corner to a tract of land ordered to be sold by the Administratrix of Eli Sheldon deceased, for the payment of the debts of said estate, thence with said road N. 57. E. 60 poles to a stone - thence N. 16 25/100 W. 151½ poles to a stone, witness 3 maples, ash hornbeam & red oak, thence S. 57. W. 60 poles to a stake witness 2 dogwoods, elm, and hickory - thence S. 16 25/100 E. 151½ poles to the begining contain fifty two acres more or less, and being subject to the dower estate of Nabby Sheldon covering the whole of said tract as heretofore assigned to her - that the said lands, subject to said dower estate be partitioned among the following persons, and in the following proportions, to wit, To Archibald S Irwin and Nancy E Irwin one equal sixth part, to Luther C Tanner and Mary Ann his wife one equal sixth part, to Elcey M Sheldon one equal sixth part, to Margaret I Sheldon one equal sixth part, to Martha A Sheldon one equal sixth part, and to Orpha L Sheldon one equal sixth part, in pursuance of an order lately made in our said Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition wherein Archibald S. Irwin, and Nancy E Irwin, and Luther C Tanner and Mary Ann his wife are Petitioners and

Eley M Sheldon. Martha A. Sheldon. Margaret L. Sheldon and Orpha L Sheldon are defendants: And that your proceedings in the premises you distinctly certify under your hand to our said Court of Common Pleas. within and for the said County of Union. Together with this writ forthwith.

Witness James Kinkade jr clerk of our said Court of Common Pleas this 29. day of May AD 1850

James Kinkade jr clerk

No. 50-CH-6

Union Common Pleas Court.

J. & H. Beal admrs
Plaintiff,

AGAINST

Wm Beal et al
Defendant.

MAR TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 191

Record No. 6 Page 365

Ex. Doc. A Page 306

Sy No 1819

J H Beal admrx

vs

Wm Beal Thos R Price et al

Cost bill

made Rec

In Union Com Pleas

P. & H. Beal Admrs &c.

vs

Wm Beal
Thomas R Price et als

Petition in Chancery

Filed April 25th 1850
James Kinkade jr clerk

Allison & Curry

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

Your Petitioners Jeremiah Beal and Hiram Beal respectfully represent that they are the administrators of the state of Nicholas Beal deceased, late of said County, duly appointed and qualified by this Court. Your Petitioners therefore as such Administrators, further represent that on the 1st day of December A.D. 1836 one Joseph R Cahill of said County of Union purchased (by an article of agreement for that purpose) of the Board of Public Works of the State of Ohio, by Leander Ransom their lawful 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. 3469 described in said article of agreement as follows, "A piece of land, being Lot numbered one of a subdivision of a tract of land lying in Union County, State aforesaid, donated to the State by Duncan McArthur, as the same is delineated on a plat on record in the office of the Board of Public Works, containing sixty seven acres, for which the said Cahill was to pay the sum of $167.50, 1/3 cash in hand, one third in one year and the ballance in two years, with interest annually, upon the punctual payment of said sums & the taxes, the said Cahill, was to receive a deed from the State of Ohio for said land. For a more particular statement reference is hereby made to the said article of agreement, a copy of which is herewith filed, marked (A.) and exhibited to the Court. That the following payments have been made to the Board of Public Works upon said contract, to wit Dec. 1st 1836 $55.00, March 27th 1838 $50.00 — January 8th 1839 $40.00 which leaves still due the State about $67.00. Your Petitioners further represent that on the 13th day of May 1838 the said Joseph R Cahill for value received, assigned all his right, title, and interest in the said article of agreement to the said Nicholas Beal, and authorized the deed to be made directly to said Beal from the State, which assignment was made on the back of said article of agreement, a copy of which is also herewith filed as an exhibit in this case.

Your Petitioners further represent that on the 1st day of February 1840 the said Nicholas Beal executed to one Thomas R Price of the County of Union aforesaid his penal bond, thereby binding himself to convey by general warranty deed to said

Thomas R Price, upon the full payment of the purchase money therein specified, a part of the premises above described, to wit, a certain tract or parcel of land whereon said Nicholas Beal, then lived, lying and being in the County of Union and State aforesaid Containing forty acres more or less bounded as follows, to wit, adjoining the land of I Beal on the South, George Bailey on the West, - J. R. Smith on the North and the out corners of J. R. Smiths fence on the east, in consideration of which the said Price agreed to pay to said Nicholas Beal the sum of four hundred dollars, as follows, $242.40 in hand the receipt whereof was acknowledged; $75.00 within six months, and the ballance within fifteen months from the execution of said contract, a part of which still remains unpaid for a more particular description of which reference is hereby made to the said penal obligation between said Nicholas Beal and Thomas R Price, a copy of which is herewith filed Marked (C) and made a part hereof -

Your Petitioners further represent that the said Nicholas Beal, some time about the year 1842 sold the ballance of said tract first described, by written article of agreement, to James R Smith of said County of Union, by way of an exchange for another piece of ~~land~~, which the said Smith agreed to convey when the said Nicholas conveyed to him the said portion of the land, bought of the State of Ohio as aforesaid which part contains twenty two acres more or less. but your Petitioners are not furnished with the exact metes and bounds of said 22 acres. That the said Smith took possession of said 22 acre tract at the time of said exchange, and has remained in possession ever since - and the tract received of said Nicholas in exchange therefor was afterwards sold by said Nicholas, and the title was afterwards placed beyond the control of said Smith by a proceeding in this Court in Chancery. The said Nicholas had therefore received the consideration in full for said 22 acres so sold to said James R Smith.

Your Petitioners further state, that some time in the year 1843 the said Nicholas Beal departed this life, without having made any conveyance of said tracts of land to said Thomas R Price and James R Smith, and without having received a deed

for said land from the State of Ohio, and without having paid the full amount of the purchase money due the State of Ohio, as aforesaid.

Your Petitioners further represent that the estate of the said Nicholas Beal is, and has been by your Petitioners duly represented insolvent, that it will pay, (as near as can now be ascertained) but about Seventy five cents on the dollar of its indebtedness; that in consequence thereof your Petitioners have not paid up the amount due the State of Ohio, but are ready and willing, to pay the same dividend paid the other General creditors. That they wish and are anxious to complete the said real contracts of the said Nicholas Beal, so far as they are authorized to to do, and effect a final settlement of said estate. That the said Thomas R. Price has neglected and refused to pay the ballance of the purchase money due from him to the said estate, until the estate can secure to him a title. That the said Thomas R Price and James R Smith, neglect and refuse, to pay to the Board of Public Works, (or to your Petitioners for them) the amount that will remain due to the State on said first purchase after the payment of the dividend by the estate of said Nicholas Beal. And that the proper State authorities refuse to execute a deed for said land, even upon full payment of the purchase money, until this Court shall settle the rights of the various parties, and decree the interest of the heirs of the said Nicholas Beal (part of whom are minors) to be in said purchasers.

Your Petitioners further represent, that the following persons, together with your Petitioners are the children and heirs of the said Nicholas Beal, deceased, to wit: Sharpless Beal of Cookstown, Pennsylvania; William Beal of Henderson County, Illinois. Robert Barkdull and Prudence Barkdull his wife who was formerly Prudence Beal of the County of Delaware, Ohio. Rachael Beal of the last named County, and Samuel Kirk and Elizabeth Kirk his wife, (who was formerly Elizabeth Beal) Sarah Beal and Curtis Beal of the County of Union Ohio. the last two of whom are minors and all of whom your Petitioners pray may be made defendants to this Petition, together with the said Thomas R Price and James R Smith.

Your Petitioners further pray that the defendants hereto may be compelled to answer all and singular the allegations herein the same and as fully as though

fort by specific interrogatories:- that the said James R Smith, particularly set forth, the article between himself and the said Nicholas - with the specific metes and bounds of said 22 acre tract. That your Petitioners, or some other suitable person may be authorized to complete the said real contracts of the said Nicholas Beal - deceased. That the said Defendants Thomas R Price and James R Smith be decreed to pay the full amount owing on said contracts - and whatever ballance may remain due the State of Ohio, after paying the pro rata dividend due from the said estate. and that upon so doing, that all the equity, right, title, interest and claim of the said heirs of Nicholas Beal deceased, in and to said tracts of land, may be decreed from them - to the said Price and Smith, and that the Executive of the State of Ohio, be authorized to convey, directly to them - or to a Trustee for them & that such other and further order and decree, may be made in the premises as to the Court may seem meet - &c

By Allison & Curry their Soltrs.

The Clerk will issue Subpoena for James R Smith, Thomas R Price, Isaiah Beal, Lewis Beal, Samuel Kirk & Elizabeth Kirk his wife, to the Sheriff of Union County, and for Robert Barkdull & Prudence Barkdull his wife, and Rachael Beal to the Sheriff of Delaware County.

April 25th 1850

Allison & Curry
Soltrs for Petrs.

In Union Common Pleas

J. H. H. Beal admrs. &c.
vs
Wm Beal –
Thomas R. Price et als

Sub in chy

Filed May 3. 1850
James Kirkade for clk

Fr May 2. 1850

Part by Clerk $5
by A. & C. $5/10

Allison Henry attys for
Petitioners

April 29th 1850 personally served on the within named persons (depts) by leaving with them certified copies of this writ

Geo. Mc —

Serv'g —	10
	25
Copies.	60
	1.45

Pers Coms $2 Nov 6, 60.

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~Union~~ Delaware, Greeting:

We command you to summon Robert Barkdull, & Prudence Barkdull his wife, and Rachael Beal

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Petition in chancery, exhibited against them & others by Jeremiah Beal and Hiram Beal administrators of the Estate of Nicholas Beal deceased.

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 25th day of April A. D. 1850

James Kinkade Jr

Clerk of Common Pleas.

Beal
vs
Beal

Filed April 15. 1857
D Kirkwood for clerk

CHANCERY NOTICE.

WILLIAM Beal and Sharpless Beal are hereby notified, that on the 25th day of April, A. D. 1850, Jeremiah Beal and Hiram Beal as administrators of the estate of Nicholas Beal deceased, late of the county of Union, Ohio, filed in the court of Common Pleas, of the county of Union and State of Ooio, a bill in Chancery, against the said William Beal and Sharples Beal and others;—the object and prayer of which bill, (so far as the interests of the said William and Sharpless are affected) is to complete certain real contracts made by the said Nicholas Beal in his lifetime, to wit: one agreeing to convey to Thos. R. Price of the county of Union, 40 acres of land in survey No. 3469, in said county of Union, and another agreeing to convey to James R. Smith of the same county, 22 acres in the same survey. The Bill sets forth that the said Nicholas Beal had but an equitable title to said real estate, which consisted of an article of agreement or title Bond, from the State of Ohio, executed by Leander Ransom acting commissoner of the Board of Public Works, and prays that all the right, title, interest and claim of the heirs of said Nicholas Beal in said real estate, be decreed to the said Price and Smith, and that the Governor of the State of Ohio, is authorized to convey said premises to said Price and Smith, and the said William and Sharpless Beal are further notified, that unless they appear, and plead answer, or demur to the said Bill within 60 days after the next term of said Court, the said Administrators at the term next after the expiration of said 60 days, will apply to said Court to take the matters of the bill as confessed, and to decree thereon accordingly.

ALLISON & GURRY,
Soltr's. for Complainants.

Feb. 5th '51. p[redacted]

I, C. D. Hamilton, do hereby certify that I am publisher of "Marysville Tribune", a weekly newspaper published and in general circulation in Union county, and that the annexed notice was published for six consecutive weeks in said paper previous to the day of April A.D. 1851.

C. D. Hamilton

Sworn to in open court this 15th day of April A.D. 1851.

James Kirkpatrick Jr clerk of Union Com Pleas

fee $ 6,12½

In Union Com. Pleas

J. & H. Beal Admrs &c
vs
Wm Beal
Thomas R. Price et al

Suit in Chy

Filed May 9, 1850
James Kinkade Jr clerk

To May T. 1850

Allison & Henry
Attys for Plaintiffs

served this writ May 6. 1850 by delivering to James R. Smith, Curtis Beal, Samuel Kirk & Elizabeth Kirk his wife, each a certified copy thereof, and by leaving at the residence of Thomas R. Price and Sarah Beal each a certified copy thereof,

Fees = mileage 80
copies 75
services 135 = $2.90

Philip Sieber Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon

James R Smith. Thomas R Price. Isaiah Beal, Curtis Beal. Samuel Kirk & Elizabeth Kirk, his wife

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a

Petition in chancery, exhibited against them & others by

Jeremiah Beal and Hiram Beal Administrators of the Estate of Nicholas Beal deceased

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville,

the 25th day of April A. D. 1850

James Kinkade Jr Clerk of Common Pleas.

Union Com Pleas

Isaiah & Curtis
Beal
ads
J. & H. Beal Admrs

Answer of
Guardian ad Litem

Filed October 1st 1857
Ja Kirkadoff clerk

The joint and several answer of Isaiah Beal and Curtis Beal infant defendants to a Petition in Chancery filed against them and others by Perennial Beal and Hiram Beal in Union County Common Pleas - by B Stanton their Guardian ad Litem -

And now come the said Isaiah Beal and Curtis Beal, by B Stanton their Guardian ad Litem, and for answer say that by reason of their tender age they know nothing of the matters and things alleged in said Bill, and rely upon the protection of the Court -

Isaiah Beal
Curtis Beal
By B. Stanton their
Guardian ad Litem

Chancery Case File

Case No. 1850-CH-0007

No. 50-CH-7

Union Common Pleas Court.

State of Ohio for use of Lucretia
Plaintiff,

AGAINST

Silas G Strong
Defendant.

NOV TERM. 1850

JUD'G VS PLAINT'F

Journal 4 Page 372

Record No. Page

No Record.

Ex. Doc. Page

Chy No 3442

The State of Ohio for the use
of the Trustees of
Union County

vs

Silas G. Strong &
Michael Cramer for stay

Cost Bill made
No Record

In Union Com Pleas

The State of Ohio for the use of the School Lands of Union County

vs

Silas G Strong
Michael Cramer Jr et als

Bill in Chancery

Cost Bill reads
No Record

Filed April 27. 1850
James Kirkpatrick clerk

Allison & Curry

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

The State of Ohio, for the use of the Fund Commissioners of Union County respectfully represent. That at the August Term of the Court of Common Pleas of Union County, Ohio. A. D. 1845. your Orator recovered a judgment at law for the sum of $86.79 and costs of suit, against Silas J Strong, then of the County of Union, but now, of the County of Hancock in the State of Illinois (and whom your Orator prays may be made a party defendant to this Bill) which judgment yet remains in full force, unpaid and unsatisfied.

And your Orator further represents that on or about the 17th day of April 1846. they caused execution to be issued upon the said judgment, and the same was duly returned by the Sheriff, that he had sold all the property levied upon, for the sum of $16.26 after paying the original and increased costs, up to that time including said suit. That on the 25th day of April A. D. 1850 your Orator caused another execution to be issued upon said judgment, and the same has been duly returned by the Sheriff, no property found whereon to levy; the said Silas J Strong has no property, real or personal, subject to execution at law, but is nevertheless the owner of an interest in certain real estate, or the purchase money therefor as follows: On or about the 12th day of August A. D. 1835 the said Silas J Strong sold by Title bond or article of agreement to one Hezekiah Burdick the following real estate, to wit. Situate in the County of Union, Ohio, being part of Survey No. 6293, Begining at an ash and plum bush in the line of Wm Pelham's Survey No. 6307 - Thence N. 85. E. 60 poles to two elms; thence N. 18. E. 35 poles to two oaks - Thence S. 85. W. 60 poles to a stake - thence S. 18°. E. 35 poles to the begining containing thirteen acres more or less, in consideration of which the said Burdick was to pay to said Strong the sum of $78.00 in manner following, $8. in hand paid, and the ballance to be paid in five equal annual payments with interest. for which defered payments, the said Burdick gave to said Strong his five notes of hand, no part of which has ever yet been paid, either by said Burdick, or his assignees - the said Burdick being perfectly insolvent - That on or about the 23rd of May 1836 the said Burdick, duly assigned said Title Bond to one Richard Irwin, who afterwards, to wit, on the 12th day

of June 1839 duly assigned the same to one Hugh Thomson, deceased, late of said County of Union. That no other notes or payment were ever executed by any of said Assignees to the said Strong. That the said premises ever since the said last assignment have remained in the possession of the said Hugh Thomson, and his heirs and legal representatives. Your Orator further represents, that the following persons are the heirs and legal representatives of the said Hugh Thompson, decd. to wit Hannah Thompson & Jane Thompson, of the County of Union and both of whom your orator makes defendants to this Bill. and that Michael Cramer of the same County is the administrator on said estate, who your Orator prays may also be made a defendant hereto. Your Orator further charges, that the said Cramer as administrator and the said Heirs have frequently proposed to said Strong, to give him back the possession of said land and have said Title Bond destroyed, but that said Strong refused stating that, if he done so, it would fall into the hands of his Creditors, which he wished to prevent. and that said Strong is now urging upon said Administrator and heirs, to pay him for said land and take his deed therefor, offering to deduct a large amount from the amount now due him, in order to defraud his creditors.

Your Orator therefor prays that the said defendants may be compelled to answer under their corporal oath all and singular the allegations contained in this Bill, as fully as though put by specific interrogatories. That said Cramer or Thompsons file with their answer the Title Bond or Article of agreement aforesaid, or a Copy thereof, and that on the final hearing hereof that they may be decreed to pay to your Orator the amount due to said Strong for said land, or so much thereof as is necessary and in default that said land be sold, to pay the amount due your Orator, on said judgment. Or that the said representatives of Thompson may be perpetually enjoined from ever after setting up any equity or claim in said land, and that the same may be sold, to discharge the judgment aforesaid, or such other and further relief, as equity and good conscience may require, and as in duty bound your

Orator will ever pray &c.

By Allison & Henry, Solts
for Complainant

The Clerk will issue Subpoena to above named defendants.

April 27th 1850 Allison & Henry Solts for Com

In Union Com. Pleas

The State of Ohio for the use of the Fund Commissioners of Union County
vs
Silas G. Strong
Michael Cramer & wife

Sub in chy

Filed April 29. 1850
James Kirkpatrick for clerk

To May T. 1850

Allison & Curry
Solrs for Compt

Served this writ April 27. 1850. by delivering to Michael Cramer & Hannah Thompson and Jane Thompson each a certified copy thereof
Silas G. Strong not found.

Fees =	
Mileage	70
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 Michael Cramer Jr. Hannah Thompson Lane Thompson and Silas G. Strong

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against them by The State of Ohio for the use of the Grand Commissioners of Union County

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 27th day of April A. D. 1850

James Kinkade Jr. Clerk of Common Pleas.

Chancery Case File

Case No. 1850-CH-0008

No. 50-CH-8

Union Common Pleas Court.

Lydia Lawson
Plaintiff,

AGAINST

Truman S Lawson
Defendant.

AUG TERM. 1850

No Record.

Journal 4 Page 346

Record No. Page

Ex. Doc. Page

Union Common pleas

Lydia Lawson
vs
Truman S Lawson

Petition for
Divorce

Filed April 27. 1850
James Kirkpatrick for clerk

Cert Bill made ~~[illegible]~~

J C Dwight

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

Respectfully represents unto your Honors your Petitioner Lydia Lamson (late Lydia Brown) of the County of Union and State of Ohio that on or about the 1st day of April AD-1846. your Petitioner intermarried with Truman S Lamson. late of the County aforesaid but now in parts unknown. Whom your Petitioner prays may be made party dependant to this petition that your Petitioner and the said Truman S. Lamson lived peaceably together in the holy bands of Matrimony from and after the time they were so intermarried till on or about the 20th of March AD 1847 at which time the said Truman S Lamson without any just cause or provocation wilfully absented himself from your Petitioner and went to parts unknown. and that he has continued wilfully to absent himself from your Petitioner ever since being a period of three years and upwards And your Petitioner further represents that the said Truman S. Lamson has grossly neglected his duty to your Petitioner for three years and more last past. That during said period of three years and upwards the said Truman S Lamson has in no wise provided for associated with or assisted your Petitioner but on the contrary has wilfully and grossly ~~and~~ withdrawn his society aid and protection from your Petitioner and keeps

herself and still continues to keep herself in parts her unknown. Your Petitioner further represents that during her intermarriage with said Truman G Lamson they have had one child, and that she has been a resident of Union county for more than one year last past. Your Petitioner therefore prays for process of publication against the said Truman G Lamson. That he may answer all and singular the alligations in this petition and that on the final hearing of this cause the marriage contract between your Petitioner and the said Truman G Lamson may be decreed to be dissolved and that your Petition may be appointed guardian of this said child, and that the said Truman G Lamson may out of his goods chattels lands and tenements be decreed to pay a sum sufficient for the maintenance of said child annually and that your Petitioner may have such other and further relief in the premises as to your honours shall seem meet and she shall ever pray.

By
J C Doughty her
Solict.

Lamson
vs
Lamson
Proof of Pub.

Filed Aug 12. 1850
J. W. Kinkade for Clk

In Union Common Pleas, In Chancery.

Lydia Lamson vs. *Truman S. Lamson*,	PETITION FOR DIVORCE.

The said Truman S. Lamson will take notice, that the said Lydia Lamson, his wife did, on the 26th day of April, A.D. 1850, file her bill in Chancery, for a Divorce, against the said Truman S. Lamson, alleging for cause of Divorce willful absence for more than 3 years, last past, the object and prayer of said bill, is a desolution of the marriage contract between said parties; and that she may receive the appointment of guardian of her infant heir.

J. C. DOUGHTY,
Sol'r for Pet.

June 12, 1850. n39w6.

David W English of Marysville Union County Ohio being duly sworn deposes and says that the Notice hereto attached was published ~~in~~ six consecutive weeks next after the 12th day of June 1850 in a Newspaper called the Marysville Tribune during that time printed in the County of Union Ohio

~~Union Co~~

D. W. English.

Sworn to and subscribed before me this 12th day of August AD 1855 James M. Wilkinson J.P.

fee 12½

$1.75

Precipe for
W Knepper
Lydia Lamb
Emma Lamb

Filed Aug 5. 1850
Galt Kirkpatrick Clerk

J C Doyle
Att for
Petitioner

Lydia Lamson
v
Jeremiah S Lamson

In Union
Comm
pleas-
In Chancery-

Issue a Subpoena for
Ariel Webster Alfred Kelly, & Amelia Brown
witnesses for petitioner.

To Jane Rankade
Clerk of Union Comm
pleas-
August 4 1850

J. C. Dougherty
Att for Petitioner

Union Com Pleas

Lydia Lawson
vs
Duncan S. Lawson

Subpoena writs

Filed Aug. 10. 1850
Fa Kirkpatrick Pr Ptff

Served this writ personally upon all the within named witnesses. August 10th 1850. Fees= mileage 50
service 37½
Philip Snider Sheriff
By Wm Wells Deputy

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Ariel Webster. Alford Kelly and Smith Brown

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 4th day of next term, at Nine o'clock, A. M., to testify and the truth to speak on behalf of Lydia Lawson in a certain controversy in said Court depending, wherein Lydia Lawson is Plaintiff, and Truman S. Lawson is Defendant; and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness. JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 6th day of August A. D., 1850.

James Kinkade Jr Clerk.

No. 50-CH-9

Union Common Pleas Court.

Mathew Gwoding
Plaintiff,

AGAINST

Oliver Kennedy
Defendant.

JUN TERM. 1852

DECREE FOR PLAINTF

Journal 5 Page 116

Record No. 6 Page 196

Ex. Doc. A Page 179

Chy No ~~44~~ ~~30~~ ~~20~~ ~~30~~
24.

Matthew Gooding

vs

Oliver Kennady, et al

Mr. Dellen

Cert Bill

Made

Recon

Recorded

Union Common Pleas

Matthew Gooding
vs. E Chy.
Oliver Kennedy et als

Bill to foreclose.

Filed May 1. 1850
James Kinkade Jr clerk

Allison & Curry
Solrs. for Compt.

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

Respectfully represents unto your Honors your Orator Matthew Gooding, of the County of Franklin, in said state of Ohio, that on the 20th day of January A. D. 1835 one H. ~~against~~ M. Kenneday, then of said Union County, executed to your Orator a mortgage, in fee simple, upon the following real estate, situate in said County of Union in the State of Ohio, known and described as the Lot No. 31 in the Town of Milford, and which said Mortgage bearing date the day and year last aforesaid, was executed as aforesaid, in order to secure the payment of a certain promissory note of the said H. M. Kenneday of even date with said mortgage, for the sum of Ninety two dollars and Ninety four cents, payable with interest thereon to your Orator, or bearer, on the first day of December A. D. 1836. — Your Orator further represents that at some time (which your Orator cannot precisely state) before the June Term A. D. 1848 of your Honorable Court said H. M. Kenneday died, leaving as his children and legal heirs Oliver Kenneday of said Union County, of Champaign County, Ohio, Charlotte Kenneday, (now Charlotte Rudisill, intermarried with William Rudisill of Champaign County Ohio;) Eliza Ellen Kenneday (now Eliza Ellen Smith;) Hester Ann Kenneday; George Kenneday, and Ida Inez Kenneday of said Union County, of whom said Eliza Ellen, George, Hester Ann, and Ida Inez are minors; and leaving Martha Kenneday his widow. Your Orator further represents that at the June Term A. D. 1848 of your Honorable Court, ~~Phil Cooper~~ B. Cole of said Union County was duly appointed administrator of the estate of said H. M. Kenneday. — And your Orator further represents to your Honors that the said sum of Ninty two dollars and Ninety four cents was not paid to your Orator at the time limited in said Mortgage and that thereby the estate of your Orator in said mortgaged premises became absolute at law. And your Orator further represents that the said sum of Ninety two dollars and Ninety four cents, together with a considerable arrear of interest accrued thereon, is now due to your Orator on the security of said premises; and that your Orator hath

frequently, and in a friendly manner, applied to said H. M. Kennedy, during his lifetime, and requested him to pay the same, or to release his equity of redemption in said mortgaged premises, which the said H. M. Kennedy refused to do; and, since the death of said H. M. Kennedy your Orator hath frequently, and in a friendly manner, applied to said Heirs and to said Administrator, and requested them to pay the same, which they refuse to do.

Your Orator therefore prays that said Oliver Kennedy, Charlotte Rudisill, William Rudisill, Eliza Ellen Smith, George Kennedy, Hester Ann Kennedy, Ada Inez Kennedy, Philander B. Cole, and Martha Kennedy may be made defendants to this Bill; that the writ of Subpoena may issue against them; that they may to the best and utmost of their knowledge remembrance information and belief, full, true, direct and perfect answer make to all and singular the matters aforesaid; that an account may be taken under the direction and decree of this Honorable Court of what is due your Orator upon the said mortgage; that said Administrator or said Heirs may be decreed to pay what shall thus appear to be due, with costs, and that, in default of such payment, said mortgaged premises may be sold and the proceeds thereof or as much as may be necessary applied in payment of the amount which may be found to be due upon said mortgage to your Orator; and that your Orator may have such other and further relief as equity and good conscience may require.

By Allison & Crum
His Solicitors.

Issue Subpoenas to the Sheriffs of Union and Champaign Counties.

May 1st 1850

Allison & Crum
Solrs. for Compt.

Union Com. Pleas

Matthew Gooding
vs
Oliver Kenneday & Wife

Sub in chy

Filed May 10, 1850
James Kirkpatrick Clerk

Allen Harrington
for Complt

Served this writ May 8th 1850, by delivering to the within named Oliver Kenneday, Martha Kenneday, George Kenneday, Ida Inez Kenneday, and Philander B. Cole each a certified copy thereof and by leaving a certified copy thereof at the residence of Eliza Ellen Smith and also at the residence of Hester Ann Kenneday. Fees = mileage 25
service 1.55
copies 1.00 = $2.80

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Oliver Kenneday. Eliza Ellen Smith. George Kenneday. Hester Ann Kenneday. Ida Inez Kenneday. Martha Kenneday. and Philander B. Cole.

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against them & others by Matthew Gooding

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the First day of May A. D. 1850

James Kinkade Jr.
Clerk of Common Pleas.

Union Com. Pleas

Matthew Gording
vs
Oliver Hennady Trab

Suit in chy

Filed May 21. 1850
James Kirkpatrick Clk.

Paid. by Allison May 10

Allison Henry Sols for
Complt

May 17th 1850 Personally served on Wm Rudisill by reading and by copy of this writ. and served Charlotte Rudisill by leaving a copy of this writ at her place of residence

J West Shff. C. C.

Fees Service	55
2 Copys - - -	40
Mileage - - -	"
docketing -	10
	$1.05

The State of Ohio, Union County, ss:

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

We command you to summon William Rudisill and Charlotte Rudisill

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against them & others by Matthew Gooding

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the First day of May A. D. 18 50

James Kinkade Jr Clerk of Common Pleas.

Union Com Pleas

Eliza E. Smith
et als
ads

Matthew Gooding

Answer of
Guardian Ad
Litem

Filed Aug. 14. 1850
J. A. Kinkade for clk

The joint and several answer of Eliza Ellen Smith, Hester Ann Kennady, George Kennady and Ida Inez Kennady infant defendants to the Bill of Complaint exhibited against themselves and others, in Union County Common Pleas - by Matthew Gooding

The said defendants by Ransom Clark Jr their Guardian ad Litem now comes and for answer to said Bill say that by reason of their tender age they nothing of the matters and things alleged in said Bill and rely upon the justice of the Court -

Eliza Ellen Smith
Hester Ann Kennady
George Kennady
Ida I Kennady
By R Clark Jr
their Guardian
Ad Litem

Union Common Pleas

Matthew Gooding

vs

Oliver Kennedy et al

Copy of Affirmement

Filed Decr 26. 1850
Skinkadu p MR

We the Undersigned having been called upon By William C Malin Sheriff of Union County Ohio to Appraise the following premises to Wit Situate in said County of Union in the State of Ohio Known and described as in lot No 31 in the town of Milford

After having been duly sworn by said William C Malin Sheriff and upon actual view of said premises we do Appraise the same at one hundred and Ninty one dollars and ~~thirty three~~ one third of a dollar given under our hands and seal this 26th day of December A D 1858

David Burnham (Seal)

Appraisers fee $1.50

Robert Snergrass (Seal)

James Riddle (Seal)

The State of Ohio Union County SS
Personally Appeared before me William C Malin Sheriff of Union County Ohio the above named David Burnham Robert Snergrass and James Riddle and made solemn oath to discharge the duties of Appraisers of the above described Real estate impartially according to law and the Best of there abilities Given under my hand and seal this 26 day of December A D 1858

William C Malin Sheriff (Seal)

I Certify the above to be a true Coppy of the original

William C Malin Sheriff

Union Common Pleas

Matthew Gooding

vs

Alice Kennady et al

order for sale

Amt of decree $179.70
Costs 9.12
this writ .50

Filed March 20, 1851
J. Minthorn Jr Clerk

Sale April 7. 1851

Allen & Curry Sels
for complt

Received this writ December 19th 1850

In obedience to the within Command I had the Premises in the within Bill Appraised by the oaths of David Burnham Robert Snodgrass and James Riddle on the 26th day of December AD 1851 at one hundred and sixty one dollars and thirty three cents and delivered to a certified copy there of to the Clerk of the Court from whence this writ issued advertised the same for sale by publication in the Marysville Tribune a newspaper published and in general circulation in union County Ohio for at least 30 days previous to the day of sale I afterwards to wit on the 7th day of February 1851 it being the day I advertised the same to be sold, between the legal hours of 10 oclock AM and 4 oclock PM offered the same for sale at the door of the court house in said County by Public auction and not sold for want of Bidders

Fees
Milage 25
Levies 35
Inquest 1,00
Copy of Appr 25
Advertising 25
Appr Fee 1,50
Pr Fee 3,00

William C Mulin Sheriff and ex Master

The State of Ohio Union County, ss.

To the Sheriff of said County, Special Master &c.

Greeting;

Whereas at the August term of the Court of Common Pleas continued and held on the 14th day of August A.D. 1850, in a certain Cause in Chancery therein pending wherein Matthew Gooding Complainant and Oliver Kennady et al. defendants, the Court Ordered and decreed that you expose to sale the premises in the bill described as follows, to wit: "Situate in said County of Union in the State of Ohio, known and described as In lot No 31 in the town of Milford;" to satisfy the said Complainant in the sum of One hundred and Seventy nine dollars and seventy cents, with interest thereon from the 12th day of August A.D. 1850, until paid, together with the costs taxed at $9.12 and the accruing costs, and make report of your proceedings herein to the next term of said Court,

Witness James Kinkade jr Clerk of said Court at Marysville this 19th day of December, A.D. 1850

James Kinkade jr Clerk,

Kennady Deed
To Gooding

Filed For Record
May 12th 1835
at 2 o'clock P.M &
Recorded in volum
4 page 463 at 1 o'clk
P.M May 14th P B Smith
Recorder Ch. C. C

$37½ Paid

This Indenture, made this 20th day Jany One thousand Eight hundred and thirty five, between Hezekiah M. Kennady of the County of Union in the State of Ohio of the One part, and Matthew Gooding of the County & State aforesaid of the other part, Witnesseth, that the said Hezekiah M. Kennady for, & in consideration of the Sum of Ninety four Dollars and Ninety two cents ($94.92) to him paid by the said Matthew Gooding, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents, doth grant, bargain, sell, alien and confirm unto the said Matthew Gooding and to his heirs and assigns forever, all that tract or parcel of land situate in the county of Union, in the State of Ohio, Known and described as Inlot No 31 on the Town plat of Milford - To have & to hold the premises aforesaid with all the privileges & appurtenances thereunto belonging, or in any wise appertaining, unto him the said Matthew Gooding, his ~~attorny~~, heirs, executors, and assigns forever:

Provided Always, and these presents are upon this express condition, that if the said Hezekiah M Kennady, his heirs, executors or administrators shall pay, or cause to be paid to the said Matthew Gooding his attorney, or attorneys, heirs, executors, administrators or assigns, the sum of Ninety four Dollars and Ninety two cents, on the first day of December 1836, together with the Interest that may accrue thereon, in manner particularly specified in a certain note or obligation, bearing even date herewith, executed by the said Hez. M. Kennady to the said Matthew Gooding, that then & from thenceforth these presents, and every thing herein contained, shall cease and be void, anything herein contained to the contrary notwithstanding

In Witness whereof the said H. M Kennady party of the first Part has hereunto set his hand & seal the day & year first above written

in Presence of
J. P. Swearingen
Eliezer Abbott

H M Kennady (Seal)

State of Ohio Union County, ss.

{Ls} One the 31st. day of March 1835. before the Subscriber Associate judge within and for said County, personally appeared Hezekiah M. Kennady who signed and sealed the foregoing deed, and acknowledged the same to be his free and voluntary act, for the purposes therein expressed. And I do further certify from my personal knowledge, that I am satisfied that the said Hezekiah M. Kennady is the person who he represents himself to be

Given under my hand & Seal the day and year aforesaid

Elizur Abbott Associate Judge (Seal)

H. M. Kennedy Note
Jany 20th 1835 due
Decr 1 1836
$92.94

$92.94

Milford Jany 20th 1835

On the first day of December 1836 I promise to pay to Matthew Godding or Bearer Ninety Two Dollars and ninety four cents for value Rec'd with interest

C H M Thurmond

Gooding
vs.
Kennedy

Praecipe for
Order of Sale

Filed May 19. 1857
Ja S Kirkadoff clerk

Matthew Goodin } Union Com Pleas
vs. } In Chancery
Oliver C. Kennedy } Decree at Aug. Term 1850

Issue Order of Sale in this Case
Allison & Curry
Attys for Pltff.

To the Clerk of
Union Com. Pleas

Dated May 19th 1851.

Matthew Goodin
vs.
Oliver C. Kennedy et al

Praecipe for
Order of Sale.

Filed April 23 1852
James Lemon Clerk

Matthew Gordis
vs
Oliver C. Kennedy et als

In Chancery
Order of Sale

Issue order of sale, to Sheriff of Union County, in this case
Allison & Cummings
Attys for Plff.

To Clk of Com Pleas
of Union Co.
April 23 1852

Filed June 19 1852
James Dunn Clerk

MASTER'S SALE.

Mathew Gooding vs Oliver Kennedy. } By virtue of a decretal order to me directed from the court of common pleas of Union county, Ohio, I will offer for sale at the door of the court house, in said county on the 14th day of June A. D. 1852, between the legal hours of 10 o'clock A. M. and 4 o'clock P. M. the following described real estate, situate in the county of Union, and State of Ohio, to wit: Known and described as in lot No. 31 in the town of Milford. Appraised at $191 33⅓ cents.

W. C. MALIN,
Special Master.

May 4, '52. (pf$3,00)n31w5.

I, Joseph Cassil, one of the printers and publishers of The Marysville Tribune, a weekly newspaper published in and of general circulation in the county of Union & state of Ohio, do make solemn oath that the notice of which the annexed is a full and true copy was published in said newspaper for more than thirty days before the 14th day of June 1852

Joseph Cassil

sworn to and subscribed before me this 19th day AD 1852

James Dunn Clerk

Filed Decr. 19. 1880
J. Kinkaid Jr Clerk

Matthew Gooding
vs
Kennedy et als

Levied in Union Com Pleas —
Issue an order of sale to Sheriff of Union County —

To James Winkade Jr Clerk
Dec 19th 1850

Allison & Curry
Solts for Compt

M. Gooding
vs. In Chy.
Oliver C. Kennedy

Praecipe for Order of Sale.

Filed Aug. 20. 1857
E. A. Kirkade for clerk

Matthew Gooding } Union Com Pleas
vs. } In Chancery
Oliver Kennedy et al } Decree of Sale, at Aug. Term 1850
for $ ~~[illegible]~~ 179.70

Issue order of sale in this case.

Allison & Curry
Attys. for Plaintiff

To the Clerk of
Union Com. Pleas.

Aug. 20th 1851

Matthew Gooding
vs.
Oline C. Kennedy

Praecipe
for Order of Sale

Filed February 21 - 1852
James Turner Clerk

Matthew Gooding } In Chancery.
vs. } Order of Sale,
Oliver C. Kennedy } at Aug. Term 1850.

Issue Order of Sale in this Case.

Allison & Cirry
Attys for Pltff.

To the Clerk of
Union Com. Pleas.

Dated Feb. 21st 1852

Union Common Pleas

Matthew Lowing
vs
Oliver Kennady et al

Order for sale

Filed July 1. 1857
D Minkadsp. clerk

2

To Jan 2. 1857.

Allison Hanny Attys for Complt

Received this writ May 19th 1857
In obedience to the within Command I advertised the within described real Estate for sale by publication in the Marysville Tribune a newspaper published and in general circulation in union County Ohio for more than thirty days previous to the day of sale, I afterwards, to wit, on the 30th day of June A D 1857 between the legal hours of ten oclock A M and four oclock P M offered said real Estate for sale by public ~~auction~~ outcry at the door of the court house in said County and not sold for want of bidders

June July 1st 1857

Fees Milage 5-
Serris 35-
Advertising 25-
Printers fee 300
$3.65-

William C Mulin Sheriff and
Special Master

The State of Ohio Union County ss.

To the Sheriff of said County, Special Master &c. Greeting:

Whereas at the August Term of the Court of Common Pleas Continued and held for said County, on the 14th day of August A.D. 1850. in a certain Cause in chancery therein pending, Wherein Matthew Gooding, Complainant and Oliver Kennady et als. defendants, the Court Ordered and decreed that you expose to sale the premises in the Bill described as follows to wit: Situate in said County of Union in the State of Ohio Known and described as Sublot No. 31 in the Town of Milford, to Satisfy the said Complainant in the sum of One hundred and Seventy Nine dollars and Seventy Cents, with interest thereon from the 12th day of August A.D. 1850. until paid, together with the Costs on said decree taxed at $

And also the accruing Costs, and make Report of your proceedings herein to the next Term of said Court.

Witness James Kirkade Jr Clerk of said Court at Marysville this 19th day of May A.D. 1851.

James Kirkade Jr Clerk.

Union Common Pleas

Matthew Gordinier
vs
Oliver Kennedy et al

Order for Sale

Amt. of decree $179.70
Costs

3

Filed Sept. 5 1857

Filed September 30. 1857
Jos. Hutchison Clerk

Allison Henry Sells for Cash

Received this writ August 20th 1857
Advertised the within described real estate to be sold in the Marysville Tribune a news paper Published and in general circulation in union county Ohio for at Least thirty days previous to the day of sale
I afterwards to wit on the 29th day of September A D 1857
it being the day i advertised the same to be sold between the legal hours offered the same at public out cry at the door of the court house in said county and not sold for want of Bidders

Fees Milage 5
Advertising 25
Sales 35
Printers fee 1 50
$2.15

William C Martin Sheriff

The State of Ohio Union County, ss.

To the Sheriff of said County Special Master &c. Greeting:
Whereas at the August term of the Court of Common Pleas Continued and held for said County On the 14th day of August A.D. 1850. in a certain Cause in Chancery therein pending. Wherein Matthew Gooding Complainant and Oliver Kennady, et als. defendants. The Court Ordered and decreed that you expose to Sale the premises in the Bill described as follows. Towit: Situate in said County of Union in the State of Ohio Known and described as In lot No 31 in the town of Milford, to Satisfy the said Complainant in the sum of One hundred and Seventy nine dollars and Seventy cents. with interest thereon from the 12th day of August A.D. 1850 until paid together with the Costs on said decree taxed at $
And also the accruing Costs. and make report of your proceedings herein to the next term of said Court.

Witness James Kirkade Jr Clerk of said Court at Marysville this 20th day of August A.D. 1857

James Kirkade Jr Clerk.

Union Common Pleas

Matthew Gooding
vs
Oliver Kennedy et al

order for sale

Amt. of decree $177.70
Costs

4

Filed April 5th 1852
James Irwin Clerk

Allison & Curry attys for complt

Received this writ February 20th 1852 had the with in described Real Estate Advertised in the Marysville Tribune a news paper Published and in General circulation in union County ohio for at least thirty days previous to the day of sale, Afterwards to wit on the fifth day of April AD 1852 it being the day i Advertised the same to be sold between the Legal hours of ten oclock AM and four oclock PM of said day offered the same at the door of the court house in said County at Public auction and Not Sold for Want of Bidders

Fees Milage 5
levi 35
Advertising 25
Printers fee 300
565

William L Martin Sheriff
and Special Master

The State of Ohio, Union County, ss,

To the Sheriff of said County, Special Master &c Greeting: Whereas at the August term of the Court of Common Pleas Continued and held for said County on the 14th day of August A.D. 1850 in a certain Cause in Chancery wherein pending wherein Mathew Gooding Complainant and Oliver Kennady, et als, defendants the Court Ordered and decreed that you expose to sale the premises in the Bill described as follows, to wit Situate in said County of Union in the State of Ohio, Known and described as Sn lot No 31 in the town of Milford to Satisfy the said Complainant in the Sum of one hundred and Seventy nine dollars and Seventy cents, with interest thereon from the 12th day of August A.D. 1850 until paid together with the Costs on said decree taxed at $ and also the accruing Costs, and make report of your proceedings herein to the next term of said Court

Witness James Tromer Clerk of said Court at Marysville this 20th day of February A.D. 1852

James Tromer Clerk

Union Common Pleas

Matthew Gooding

vs

Oliver Kennedy

Order for sale

Amt of decree $179.70

costs

Filed June 14th 1852

James Downey Clerk

5

Alexander & Hoffer atty

Received this writ April 21st 1852
Advertised the within described property for sale in the Marysville Tribune a news paper published and in General circulation in union County Ohio for at Least thirty days previous to the day of sale Afterwards to wit on the 14th day of June AD 1852 it being the day I Advertised said property to be sold between the Legal hours offered said real Estate for sale by public auction at the door of the Court house in said county and sold said Real Estate to Matthew Gooding for one hundred twenty seven dollars and fifty ~~five~~ cents he being the highest Bidder therefor and it being more than the two thirds of the appraised value therefor June 14th 1852 ~~for~~

Fees Milage	5
Levies	38
Advertising	25
Postage	2 55
Printers fee	300
	$5.50
	6 56
	3

William C Martin Sheriff and Special Master

The State of Ohio Union County ss
To the Sheriff of said County Special
Master &c Greeting. Whereas at the August
Term of the Court of Common Pleas continue
and held for said County on the 14th day of
August AD 1850 in a certain cause in
Chancery wherein pending wherein
Mathew Gooding Complainant and
Oliver Kennedy et als defendants the
Court ordered and decreed that you
expose to sale the premises in the Bill
described as follows, to wit Situate in
said County of Union in the State of Ohio
Known and described as Lot No 31 in
the Town of Milford to satisfy the said
complainant in the sum of one hundred
and seventy nine dollars and seventy cents
with interest thereon from the 12th day
of August A.D 1850 until paid together
with the costs on said decree taxed at
$ and also the accruing costs
and make report of your proceeding
herein to the next Term of said court

Witness James Turner Clerk
of said Court at Marysville
this 28th day of April AD
1852

James Turner Clerk

Chancery Case File

Case No. 1850-CH-0010

No. 50-CH-10

Union Common Pleas Court.

David M Wells
Plaintiff,

AGAINST

Norman Chipman
Defendant.

APR TERM, 1851

Settled

Journal 5 Page 19

Record No. No Record Page

Ex. Doc. A Page 10

Tuttle & Pease Co., Springfield, Ohio

Chy No ~~[illegible]~~ 31

David M. Wells
vs
Norman Chipman
et al

Col Bilbo made
R. O. Record

In Union Com Pleas

David M Wells

vs

Norman Chipman et als

Bill in Chancery

Filed May 10th 1850
James Kinkade Jr Clerk

Allison & Curry

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

Your Orator David M Wells of Niles in the State of Michigan respectfully represents and states to the Court, that on or about the 21st day of September A. D. 1843 he was ~~possessed~~ of, and seized in fee simple of the following premises situate in the County of Union and State of Ohio and in the Town of Marysville, to wit, The whole of Lot number Seventy five (No. 75) in said Town, as known and designated, on the recorded plat of said Town, together with the privileges and appurtenances thereunto belonging. That being so possessed and seized, on the day and year aforesaid, he sold the same to one Norman Chipman, then of the County of Union, but now of the State of Iowa, (but your Orator does not know in what County therein,) whom your Orator prays may be made a defendant hereto, for the sum of five hundred dollars, and your Orator executed and delivered to said Chipman a good and sufficient deed for said lot. That a portion of the consideration money still remains unpaid to your Orator and is a lien upon said premises. For more particularly your Orator states that a part of the purchase money was paid to your Orator in hand, and for the ballance, the said Chipman Assigned to your Orator, a note on one William Wolke of the County of Union, calling for $157.37 one day after its date and dated January 20th 1842, which note the said Chipman warranted collectable if prosecuted to insolvency, a copy of which note and the assignment indorsed thereon is herewith filed, (Marked A) and made a part of this Bill. That within a day or two thereafter, your Orator presented said note to said Wolke and demanded payment thereof, which was refused, all of which the said Chipman had due notice of. That your Orator then prosecuted said note in the Court of Common Pleas of said County of Union, and at the April Term thereof 1844 obtained judgment thereon against said Wm Wolke for the sum of $178.45 damages and costs of suit. Your Orator further states that he has prosecuted the said claim to insolvency, by causing the issuing of divers writs of execution and lev. di. upon said judgment

out of the Office of the Clerk of this Court, all of which is fully shown by the records and files of this Court, on the law side thereof. That the following amounts are all that your Orator has been able to collect from time to time upon said judgment, and is all that your Orator has received, all of which sums were made on sales made by the Sheriff by the consent of all parties concerned including the said Chipman, to wit, April 17th 1844, by said Chipman $23.33 - October 22nd 1844 on execution by consent of all parties as aforesaid $67.28 - January 2nd 1845 $18.50 - & June 29 - 1848 $50.00. Leaving still due to your Orator on the 29th day of June 1848 after deducting all the payments, the sum of $41.00 on his damages and some $6.94 unpaid Costs, all of which, with the interest thereon remains unpaid to your Orator, and the said Wm Walke has no property subject to execution, to make ~~said~~ the said ballance aforesaid, but is wholly insolvent, which is shown by repeated executions, having been duly returned in said Case and others "no property found whereon to levy" the last one having been returned May 10th 1850 on which the additional costs amount to $1.11 Your Orator states that he has faithfully made every reasonable exertion to collect the whole of said note from said Walke.

Your Orator further represents that the said Chipman is also insolvent, and whilst in failing circumstances in this State, to wit, about the 19th day of February A.D. 1846 and for the purpose of defrauding his creditors, fraudulently combined with one Solomon Wheeler of the County of Licking, Ohio, whom your Orator prays may also be made a defendant hereto, by which fraudulent combination the said Chipman executed to the said Wheeler a written instrument in the form of a deed in fee simple, but attested by one witness only, which purported to convey said premises to the said Solomon Wheeler, which is recorded in Book 10 - Page 167, Records of Union County.

Your Orator further states that on or about the 13th day of February A.D. 1848 the said Wheeler executed and delivered a title Bond for a deed for said premises to one John Johnson of the said County of Union, whom your Orator prays may also be made a defendant to this Bill, and who is now in possession of said premises, claiming ~~title~~ under the said Title Bond for a conveyance to him, from the said Wheeler as aforesaid.

Your Orator further represents and charges that at the time, and before, the said Johnson purchased of said Wheeler he had full notice of your Orators equity, as aforesaid, and was informed by the Agent of your Orator, that he would enforce his said lien, and would take measures to have said premises sold for the payment of the ballance due as aforesaid, unless the same was otherwise paid. That accordingly the said Johnson refused to purchase said premises of said Solomon Wheeler unless he could be secured against the said claim of your Orator, which security was given by the said Wheeler agreeing that said Johnson should retain a sufficient amount of the purchase money, to amply indemnify him against said claim, until the same was settled, and which amount is still retained by the said Johnson.

Your Orator therefore prays process of Subpoena against the said Solomon Wheeler and John Johnson, and publication as to the said Chipman, non resident as aforesaid, according to the Statute in such case made and provided; that said defendants may on their Corporal oaths to the best and utmost of their knowledge, remembrance and belief, full, true, direct, and perfect answer make to all and singular the matters aforesaid, the same as though put by specific interrogatories; and that upon the final hearing hereof, that the full amount of the damages and costs, which remain unpaid as aforesaid, may be decreed to be paid to your by the said Chipman, Wheeler, or Johnson, and that in default thereof that the premises aforesaid may be sold, to satisfy the same; and that your Orator may have such other and further relief in the premises as to your Honors shall seem meet; &c.

Allison & Curry Solrs for Compt

The Clerk will issue subpoena for John Johnson to Sheriff of Union County, and to Solomon Wheeler to the Sheriff of Licking County.

Allison & Curry Solrs for Compt

May 10th 1850

(Copy)

I assign the within to David M Wells and warrant the same collectable if prosecuted to insolvency

Sept 21st 1843

N. Chipman

(A)

William Noble
Note $157.37

(Copy)

One day after date I promise to pay N. Chipman or bearer One hundred and fifty seven dollars and thirty seven cents for value received. Milford, January 20th 1842

William Walke

Union Common Pleas

David M. Wells
vs
Norman Chipman et al

Writ in chy

Filed May 13. 1850
James Kirkpatrick clerk

To May Term 1850

Allison Henry Atty
for Compt

Served this writ May 13. 1850 by delivering to the within named John Johnson a certified copy thereof.

Fees = mileage 5
Service 35
Copy 10 = 50

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon John Johnson

if he may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against him & others by David M Wells

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 11th day of May A. D. 1850

James Kinkade Jr Clerk of Common Pleas.

Union Common Pleas

David M. Wells
vs
Norman Chipman et al

Sub in chy

Filed May 27. 1850
James Kirkpatrick clerk

To May Term 1850

Pastly Allen Atty for Lo

Allison & Curry Solrs
for Compt.

the within named Defendant hath found
for want of Ans, Curtesy wrote for $2.00
M. Allen

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~Union~~ Licking, Greeting:

We command you to summon

Solomon Wheeler

if he may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against him & others by

David M. Wells

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 11th day of May A. D. 1850

James Kinkade Jr Clerk of Common Pleas.

Union Com Pleas

David M. Wells
vs
Norman Chipman et al
Debt in chy

Filed October 3d 1850
James Kirkade for clerk

Acknowledge service of the within writ - this 3rd day of October A.D. 1850
Johnson Wheeler

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Solomon Wheeler

if he may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against him & others by

David M. Wells

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville,

the 3d day of October A. D. 1850

James Kinkade jr Clerk of Common Pleas.

No. 50-CH-11

Union Common Pleas Court.

Samuel McLeland
Plaintiff,

AGAINST

John O Price et al
Defendant.

MAY TERM. 1850

DECREE FOR PLAINTF

Journal 4 Page 308

Record No. 5- Page 535-

Ex. Doc. Page

Union Com Pleas.

Samuel McClellan
vs
John Q. Price & Anna his wife
Eliza Price
Frederick Price
Rudolph Price
James Price
S. House & Martha his wife
Eliza Tabb
Sophia C. Foreman
and Sarah C. Styles

Petition for partition

Filed May 27. 1850
James Kirkpatrick p.c.l.
Recorded
N. A. Swayne

Be it remembered that on the appearance of the parties in the above entitled cause defendants - and waive the necessity of notice of the pleading of the plaintiff in said cause made & provided - and consent that an order of partition be made as prayed for during the present term of this court without prejudice and to which the undersigned entered a demurrer.

Marysville May 27. 1850.

Allison & Curry
Attorneys for Defendants.

To the Court of Common Pleas of Union County in the State of Ohio –

Your petitioner Samuel McCleland of the County of Franklin and State aforesaid represents that he has the legal title to and is seized in fee simple, of one legal undivided third part of the following described Real Estate situate in the County of Union and State of Ohio aforesaid – to wit.

Survey No. thirty two hundred and thirty four (3237.) Containing one thousand acres be the same more or less – said Survey having been originally patented by the United States to Samuel Price, William Lee Forman and William Ruff – And Your petitioner further represents, that John D. Price, and Anna Price his wife and Eliza Price of the City of Baltimore in the State of Maryland – Frederick Price & Risdon H. Price of the town of St Louis in the State of Missouri – James Price of the territory of California, L. House & Martha House his wife of the town of Clarksville in the State of Tennessee – Eliza Tabb & Sophia Forman of the County of Gloucester in the State of Virginia – And Sarah Estes of the County of Baltimore in the State of Maryland are tenants in Common, in said premises with Your petitioner –

Your petitioner therefore prays that partition may be made of said tract of land, – that the share thereof belonging to Your petitioner may be set off to him in severalty – and 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.

N. H. Swayne
Attorney for Petitioner

Samuel McLelland
vs
John O. Price et als

Report of Commissioners

Filed May 30. 1850
James Kirkpatrick Clk

Cost Bill made
Record

Recorded in vol
5 pages 535 to 538

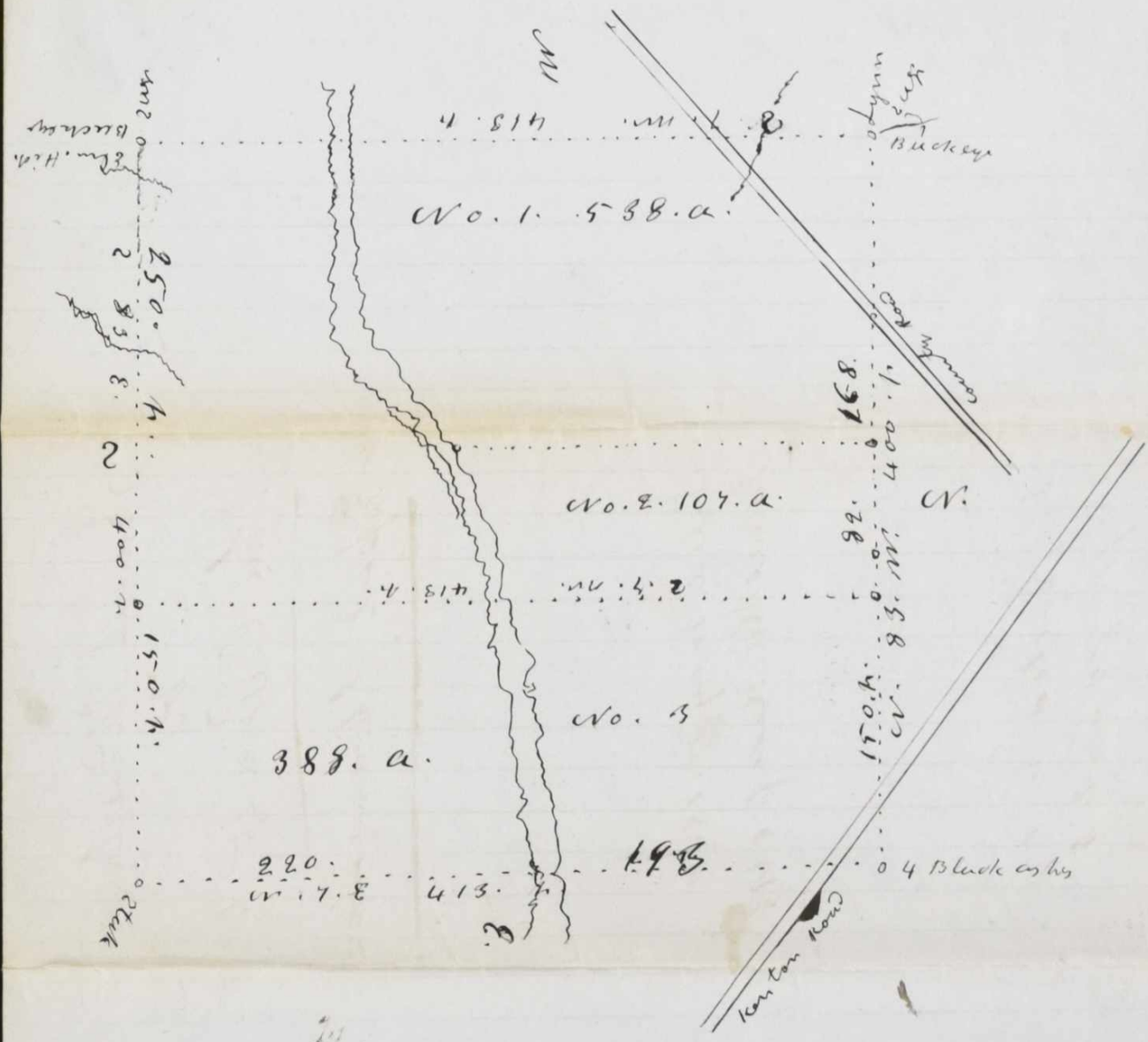
In obedience to a writ of partition issued from the Court of Common pleas for the County of Union State of Ohio in which we the under signed were appointed Commissioners to make partition of survey No. 3237. would Report after being sworn by the Sheriff of the County on careful examination and survey of the same have set off to Sara E Stile Eliz. Jah Sophia Jane wife John O. Price and Asnes his wife and Eliza Price as their Equal five ninths of Sd survey Lot No. 1 on the diagram herewith returned five hundred and thirty Eight acres Bounded as follows Beginning at a Lynn sassafras t. Buckey the original N. W. Corner to the survey then with the West line there of. S. 7. W. 413. poles to a Elm Hick. sassafras the original S. W. Corner to the survey then with the South line there of S. 83. East. 250 poles to a Stake Corner to a lot set off to Samuel McLelland then with his line N. 7. E. to the Creek then up the Creek with the meanders there of to the W. line of lot No. 2. then with Sd line N. 7. E. to the North line of the survey then with Sd line N. 83. W. 168. poles to the beginning

We set off to Frederick Price Rizdon H. Price James Price and Ann the House Wife L. House as their Equal one ninth part of Sd survey one hundred and seven acres Bounded as follows Beginning at a stake in the North line of the survey 168. poles S. 83. E. from the original N. W. Corner of the survey then S. 7. W. on peralel to the West line of the survey to the Creek. then down the Creek with the meanders there of to the West line of lot No. 3. then with Sd line N. 7. East 193. poles to a stake in the North line of the survey then with Sd line N. 83. West 82 poles to a stake beginning

We set off to Samuel McLelland as his Equal third part of Sd survey three hundred and Eighty Eight acres Bounded as follows Beginning at a Stake in the South line of the survey 250. poles S. 83. E. from the original S. W. Corner from there Running N. 7. E. on peralell to the West line of the survey 413 poles to a stake in the North line of the survey then with Sd line S. 83. W. East 150. poles to the original N. E. Corner of the Survey then with the East line there of S. 7. W. 413. poles to the original S. E. Corner of of the Survey then with the South line there of N. 83. West 150. poles to the beginning all of which will appear on the diagram herewith returned which is made part of this report

May 30th 1850

William B. Irwin } Commissioners
Joshua Marshall
Cyprian Lee



I Certify the above to be a Correct diagram of a survey made of survey No. 3237. under a writ of partition issued from the Court of Common pleas for Union County Ohio at their May term for 1850. by which is set off to Sarah E. Stile. Eliza Jane Sophia Jane man. John. O. Price Anna his wife & Eliza Price Lot No. 1. as their Equal five ninth part of Sd Survey Containing five hundred and thirty Eight acres. Lot. No. 2. to Frederick Price Rigdon. H. Price. James Price and Martha House Wife of Le House as their Equal one ninth part Contain one hundred and Seven acres and to Samuel. Mclelland as his Equal third part thereof Lot No. 3. Containing three hundred and Eighty Eight acres. all of which will appear on the above plat May 30th 1850.

William. B. Jones Surveyor U.C. Oh

Union Com. Pleas

Samuel McClelland
vs
John Q. Price et al

Writ of Partition

Filed May 30. 1850
James Rich Clerk

Rec

State of Ohio Union County. SS.
I do hereby certify that Wm B. Irwin, Cyprian Lee and Joshua Marshall; the within named commissioners were duly sworn to make partition of the lands within named.

Philip Snider Sheriff of
Union County

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

Fees = mileage 75
Service 1.00 = $1.75

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 of Wm B. Irwin, Cyprian Lee and Joshua Marshall you Cause Partition to be made of the following real estate, Situate in the County of Union and State of Ohio, to wit Survey No thirty two hundred and thirty seven (3237) Containing One thousand acres be the same more or less. Among the following persons and in the following proportions to wit, to Samuel McLelland One equal third part thereof; to Sarah A Styles, Eliza Labb, Sophia Foreman, John A Price, and Anna his wife, and Eliza Price together five ninths thereof, and to Frederick Price, Pliden H Price, James Price and Martha House wife of L House together One ninth thereof in pursuance of an Order lately made in our said Court of Common Pleas within and for the said County of Union, in a certain petition for partition wherein Samuel McLelland is petitioner and John A Price & others are defendants, and that your proceedings in the premises you distinctly Certify, under your hand, to our said Court of Common Pleas within and for the said County of Union together with this writ forthwith.

Witness James Kirkpatrick Clerk of said Court of Common Pleas at Marysville this 28th day of May AD 1850.

James Kirkpatrick Clerk

No. 50-CH-12

Union Common Pleas Court.

Maxwell Orlapp, Plaintiff,

AGAINST

Julia Cardozo Defendant.

JUN TERM, 1851

Discontinued

Journal 5 Page 61

Record No. Page

Ex. Doc. A Page 74

Chy No ~~4to~~ 929.

Max Anton Onlapp
vs
Julia Cardozo et al

Cost Bill made
No Record

Union Com. Pleas

Max Anton Orlopp

vs

Julia Cardozo et. al.

Bill

Goes for cts
R. F. Wilson

Service of Sub. waived & I enter my appearance to this bill at May Term 1850

Richd. W. Atkinson

Cost bill made
No Record
Issue Sub. to Sheriff of Franklin Co.

Filed May 27th 1850
James Riddle Jr Clerk
English & Martin

To the Hon. the Judges of the Court of Common Pleas of Union County Ohio, In Chancery Sitting

Your Orator Max Autar Orloff respectfully represents unto your Honors, that on the twenty ninth day of January in the year of our Lord one thousand eight hundred and forty nine one James M. Cardozo then in full life, but since deceased executed a Mortgage to your Orator in fee simple upon the following real estate situate in said County of Union and State of Ohio, and in the Virginia Military District, bounded and described as follows being part of Survey No 2991 originally entered in the name of J. Philips being lot No one (1) in the N. E. corner of a tract of land containing 192 acres deeded to said Atkinson by Lyne Starling as appears of record Beginning at the N. E. corner of the aforesaid tract on a road and commencing at a large white elm, thence along said road South ten degrees East 58 poles and 16 links to a stake, thence South eighty degrees West 105 poles to a stake, thence North ten degrees West 58 poles and sixteen links to a stake, thence North Eighty degrees East 105 poles to the beginning Containing Thirty eight and one half acres — and which Mortgage bearing date the day and year last aforesaid was executed as aforesaid in order to secure the payment of three certain promissory notes of the said James M. Cardozo of even date with said Mortgage, one for the sum of one hundred

dollars payable to your Orator in one year after the date thereof — one for the sum of five dollars payable in one year after the date thereof — and one for the sum of five dollars, payable in six months after the date thereof — all payable to your Orator — and all dated Jany. 29 — 1849 — of even date with said Mortgage as aforesaid —

And your Orator further represents that the said several sums of money amounting in the whole to the sum of one hundred and ten dollars, was not paid to your Orator at the time or times limited in said Mortgage nor any part thereof, — and that thereby the estate of your Orator in said Mortgaged premises became absolute at law —

And your Orator further represents that the said several sums of money aforesaid for which the said notes were given as aforesaid, and amounting in the whole to the said sum of one hundred and ten dollars, together with a considerable arrear of interest accrued thereon, is now due to your Orator on the security of said premises —

And your orator further represents that on or about the Thirtieth day of July in the year eighteen hundred and forty nine, the said James M. Cardozo departed this life, leaving Julia Cardozo (daughter) and minor child, and only heir at Law of the said James M. Cardozo, — And Your Orator further represents, that he is informed Richard M. Atkins ~~[illegible]~~ has been appointed ~~[illegible]~~ Administrator on the estate of the said James

M. Cardozo and has been duly qualified as such Adm ~~as his ~~ ~~been appointed on the estate of the said James M. Cardozo~~

Your Orator therefore prays that the said Julia Cardozo and the said Richard W. Atkinson may be made parties defendants to this Bill, and that the issue of such person may issue to the said Julia that they may be compelled to answer all the matters and things herein stated and charged, the said Julia by her Guardian ad litem to be appointed by Your Honorable Court. And that an account may be taken under the direction and decree of this Honorable Court, of what is due to your Orator upon the said Mortgage, and that the said Julia Cardozo and the said Richard W. Atkinson may be decreed to pay unto your Orator what shall thus appear to be due with the costs of this suit by a short day to be appointed by this Hon. Court Your Orator being ready and willing and hereby offering on being paid his said Money and interest and costs at such appointed time to receive and release said Mortgaged premises to the said Julia Cardozo as the legal heir of the said James M. Cardozo in such manner as this Honorable Court shall direct. And in default of such payment. the said Julia Cardozo only heir as aforesaid. and all persons claiming under the estate of the said James M. Cardozo may be absolutely barred and foreclosed of and from all right and equity of redemption in and to the said mortgaged premises. And that the said Mortgaged premises may be sold under the direction and decree of this Hon. Court. and the proceeds of said Sale applied to the satisfaction and discharge of what shall be found due your Orator on his said Mortgage including interest & costs. And for such other & further relief in the premises as equity and good conscience shall require

By English & Martin his Solrs

Union Com Pleas

Max Anton Orlopp
vs
Julia Cardozo et al

Subpoena

Filed May 30. 1850
James Kirkadpe clerk

May 28, 1850

Summons issued to Martin Dunne
Julia Cardozo deceased by Geo
Geo. J. Nott
John Cunningham

The State of Ohio, Union County, ss: Franklin

To the Sheriff of the County of ~~Union~~ Franklin, Greeting:

We command you to summon

Julia Cardozo

if she may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof,~~ Forthwith to answer a Bill in chancery, exhibited against her etal by

Max Anton Oblapp

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 27th day of May A. D. 1850

James Kinkade Jr

Clerk of Common Pleas.

Chancery Case File

Case No. 1850-CH-0013

No. 50-CH-13

Union Common Pleas Court.

David Obedier
Plaintiff,

AGAINST

Anna Mariah Obedier
Defendant.

SEP TERM. 1851

DECREE FOR PLAINTF

Journal 5 Page 85

Record No. 6 Page 167

Ex. Doc. A Page 112

Chy No. ~~4705~~ ~~30~~ 25

David Overdier Guar.
of Ann Maria Overdier
vs
Ann Marich Overdier

Cost Bill made
Record

Recorded

Union Com. Pleas
David Overdier
Guardian of
Ann Maria Overdier

vs. } Petition to
Sell lands

Ann Maria Overdier

Filed May 27. 1850
James Kirkpatrick pr clk

Recorded

12269 - Aug 7

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

Your Petitioner David Overdier of the County of Franklin and State of Ohio, respectfully represents, that on the Seventeenth day of September one thousand eight hundred and forty six, your Petitioner was, by the Court of Common Pleas of said County of Franklin, duly appointed Guardian of his infant daughter Ann Maria Overdier, born on the 13th day of February A.D. 1842, and now over eight years of age, all which will more fully appear reference being had to the letters of guardianship, which will be produced on the hearing hereof.

Your Petitioner further represents, that his said ward, is seized in fee simple by descent from her Mother (the late wife of your Petitioner) of the following described lands and tenements situate in said County of Union, to wit, Survey No. 12269 in the Virginia Military District of fifteen and three fourths acres and all that part of Survey No. 12296 of 143¾ which lies north of the Post Road containing 133¾ acres, making in the two surveys 150½ acres, all which will more fully and at large appear, reference being had to two certain patents from the United States to the heirs of Thomas Lucas deceased, and a certified copy of the proceedings in partition between said heirs in the Court of Common Pleas of Madison County Ohio, which will also be produced on the hearing hereof. Your Petitioner further represents, that said

land is wild, uncultivated and unproductive, and requires the expenditure of money to pay the taxes thereon, and that there is no reasonable prospect of said land rising very rapidly in value, and his said ward has no other means of support or to pay said taxes, and that much better investments can be made with the proceeds of the sale of said land.

Your Petitioner further represents, that the sale of said land and the investment of the proceeds thereof in other property will be greatly to the advantage of his said ward, and that said land is so far from the residence of his said ward and of your Petitioner, and your Petitioners avocations are such, that he cannot attend to the care of said land without considerable expense, and he can from his position and avocations make much better investments to the great advantage of his ward. Your Petitioner therefore prays the premises considered that his said ward Ann Maria Overdier, be made defendant hereto, and that she answer this Petition by her guardian ad litem to be appointed by this honorable Court, and that your Petitioner may have an order of this honorable Court to sell said lands and tenements &c &c

Your Petitioner prays the writ of Subpoena &c

J. Brush Solicitor
for Petitioner

for sale by public outcry and Daniel Boyd being bid therefor seventeen $87\frac{1}{2}$/100 dollars per acre for the same as it being more than two thirds of the appraised value and the highest bid the said tract was bid off and sold to him Terms 1/3 in hand & residue in two annual payments with interest &c All which is respectfully Sub.d

David Condie
Guardian &c
as above Mentd

Sept 7. 1857

Condie, guardian
vs.
Condie

Proof of Publication
and
Report of Sale

Recorded

David Overdier
Guardian of Ann
Maria Overdier
v
Ann Maria Overdier

Pet to Sell
Union Co

The said Guardian
Reports that in pursuance of the
order of the Court he caused the
premises in the petition &c described
to be appraised and the same was
duly appraised as per schedule
hereto annexed. That he caused
notice to be given as directed and
in the manner and for the time directed
by law for the sale of said premises
at the door of the Court House in
Marysville on the 29th
day of September A.D. 1857
as per copy of notice and affidavit
thereto annexed will fully appear
And at the time and place last
mentioned and in said notice the
undersigned offered said tract of 116 3/4
acres more or less for sale by public
outcry and Rufus Andrews having
bid therefor twenty 25/100 dollars per
acre and that being the highest and
best bid and more than 2/3 apparent
value the same was struck off and
sold to him and at the same time and
place the undersigned offered said
tract of 133 3/4 acres more or less

Overdier
vs
Overdier.
Proof of Pub

Filed Sept 29. 1851
B Kirkpatrick p.t.M

Guardians Sale.

BY an order of the Court of Common Pleas of Union County at November term 1856 there will be offered for sale on 29th day of September next, at the door of the Court House in Marysville, between the hours of 10 A. M, and 4 P. M. the following described Lands, situated in Darby Township. Survey No 12269 bounded as follows: Beginning at a stake in the northwesterly line of James Galloway's survey No 6975, 9 poles S, 57 deg. W from 5 Bur-oaks, N W corner of said survey and corner to D. Chapman's survey No 1079.; thence with Galloway's lines, S 54 deg. W 9. poles to a stake in a prairie, corner to Galloway's; thence with another of his lines, S 53 deg. 48 poles to three Bur-oaks, N W corner to James Johnston's survey No 72.9 and N E cor. to W. Dun's survey No 14012; thence with Dun's line N 69 deg. W 62 poles to a stake, cor. to Chapman's said survey; thence with his lines N 50 deg. E 79 poles to a stake in a prairie; thence N 81 deg. E 46 poles to the beginning.—containing 16¾ acres more or less.

ALSO, part of survey No 12296, beginning in the middle of the Post Road on the W line of D. Chapman's survey No 1079.; thence S 6½ deg. W 28 poles along the middle of said Post Road, to the line of W. Dun's survey No —; thence N 11 deg. E 14 poles to a stake in a prairie, near 5 Bur-oaks, 4 from one root; thence N 79 deg. W 40 poles to 5 Bur-oaks; thence N 10 deg. W 158½ poles to a Bur-oak on the edge of a prairie; thence N 54 deg. W 71 poles to three Bur-oaks, S W cor. to W. Dun's survey No 8783; thence with a line of said survey N 84 deg. E 245 poles to a stake in said line; thence S 6 deg. E 104 poles to a stake, N W cor. to W. Dun's survey No 8167 and N E cor. to D. Chapman's survey No 1079.; thence with the lines of said survey W 50 poles to a stake; thence N 58 poles to a stake; thence W 160 poles to a stake; thence S 80 poles to a stake; thence E 67 poles to 5 Bur-oaks; thence S 132 poles to the beginning—containing 13 ¾ acres, more or less.

Terms of sale.—One third cash in hand, and the residue in two annual payments, with interest.

DAVID OVERDIER,
Guardian of ANN MARIA OVERDIER.

August 26 no30 5w pl$6,00

J. C. L. Hamilton, do hereby certify that I am publisher and proprietor of the Marysville Tribune a weekly paper published and in general circulation in Union County, and that the annexed notice was published therein ~~xxx~~ five consecutive weeks in said paper prior to the day of Nov 1857.

Ed L Hamilton

Sworn to and subscribed in open Court this 29th day of September 1857.

J. A. Kinkade Jr Clerk

Fee paid $6.00.

Filed Sept 29. 1851
J. Kirkland Jr Clk

Recorded

State of Ohio Union County ss

On the 17th day of Sept. AD 1851 before me personally appeared within named David Gill, James Martin, & John W. Robinson

and made solemn oath that they would upon actual view honestly and impartially appraise the several tracts of real Estate of Ann McCracken within mentioned in pursuance of the order of the Court of Common Pleas of Union County Ohio in the Case of David Cracken Guardian of Anna McCracken vs. Ann McCracken. A Copy of which is hereto attached

Thos M Ewing
Justice of Peace of Sd County

Dated Sept. 17th 1851

David Cracken Guardian of Ann McCracken
vs. } Union Com. Pleas
Ann McCracken } Petition to sell land

In obedience to the order of Court in this Case after being first duly sworn and upon actual view of the premises in said petition described we the undersigned appraisers do estimate the fair value of said real estate as follows The tract of 16¾ acres more or less first described in said Petition at twenty dollars per acre - ~~Attest~~
The tract of 133⅓ Acres more or less secondly described in said Petition at Fifteen Dollars per acre

Fees Appraisers
one dollar each
total -- $3.00

Sign A J W Robinson
David Gill
James Martin

June Term. Court. July 9th A.D. 1857

David Overdier Guardian of
Ann Maria Overdier
vs
Ann Maria Overdier

Order for Sale.

Continued under former Order.

The State Ohio Union County, ss.

I hereby Certify that the foregoing Entries are truly taken and Copied from the Journal of the Court of Common Pleas of said County.

Witness my hand and seal of Office at Marysville this 18th day of August A.D. 1857.

James Kirkade Jr Clerk of
Union Common Pleas.

Union Common Pleas

David Overdier Guard, &c
vs
Ann Maria Overdier

Order for Sale &c.

November Term. Court, November 21st 1850.

David Overdier Guardian of Ann Maria Overdier vs Ann Maria Overdier — Petition to Sell Land.

This day came the Petitioner and on motion Mr Allison was appointed Guardian Ad Litem for the infant defendant. who appeared and accepted said appointment and filed her answer. And thereupon this cause was submitted to the Court upon the petition answer and testimony and the Court being satisfied that the sale of said premises as prayed. will be for the advantage of said Ann M. Overdier. It is Ordered that said petitioner cause said premises to be appraised by the Oaths of James Martin. John W. Robinson and David Gill freeholders &c. and proceed to sell said premises according to Law; And it is further ordered that said petitioner file in the Clerks Office of this Court a bond with two or more sureties to the acceptance of the Clerk in the sum of 1500$ conditioned to faithfully account for and pay over to said Ann M. or her legal representatives the proceeds and profits of the avails of said sale; And no order of appraisment or sale shall issue until such bond is filed and approved by the Clerk; And it is further Ordered that said petitioner report his proceedings herein at our next term to which time this cause is continued.

April Term. Court, April 14. 1851.

David Overdier Guardian of Ann Maria Overdier vs Ann Maria Overdier — Petition to Sell Land and Order for Sale.

Continued under former Order.

Union Com. Pleas

David Overdier
Guard &c.
vs
Ann Maria Overdier

Dist in Chy

Filed August 17. 1850
James Kinkade jr clerk

Recorded

May 30 1860
Received notice of the within Petition
Ann Maria Overdier by Hoskins
& Gibson her Attorneys
Thos. Gamble Atty for Petitioner

Recd. Nov 4 1863

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~Union~~ Franklin, Greeting:

We command you to summon

Ann Maria Overdier

if she may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ forthwith, to answer a Petition for the sale of real estate in chancery, exhibited against her by David Overdier Guardian of the said Ann Maria Overdier

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville,

the 27 day of May A. D. 1850

James Kinkade Jr

Clerk of Common Pleas.

Filed Nov 17. 1851
Jas Hinkrode for Clerk

David Oroudier Guardian } Union Co. Ohio
vs
Ann Maria Oroudier

Received Nov 8. 1851 of D. Oroudier Guardian, Seventy cents - being fees in the above Case

Nov 8 1851

John Greenleaf Sheff

D Overdier Gen
vs
A M Overdier

Filed November 18. 1850
James Kinkade Jr clerk

Union Com. Pleas
David Overdier Guardian } Petition to
vs. } Sell land.
Anna Maria Overdier

S. Brush, of lawful age, being duly sworn deposes and says, that he has no doubt, but that the sale of the real estate in the Petition mentioned and described and the investment of the proceeds thereof in other property will be for the benefit and advantage of said ward — That said real estate being wild land brings no income, but on the contrary is a burthen on said ward in the payment of taxes, and that said Guardian from his occupation and facilities in business, is well calculated to make a profitable investment of the proceeds of said real estate, which would greatly benefit and advantage his said ward and increase said proceeds much more than any probable rise in value of said real estate —

S. Brush

Sworn to and subscribed before me this 13th day of Nov. A. D. 1837.

Joseph F. Smith
Notary Public in & for
said Franklin County

D Overdeer Exr
vs
A M Overdeer

Filed November 18. 1850
James Kirkpatrick Clerk

Union Com. Pleas

David Overdier Guardian } Petition to sell land —
vs. } W. G. Deshler of lawful age,
Ann Maria Overdier }

being duly sworn, deposes and says, that he is satisfied, that the sale of the real estate in this case will be for the advantage and benefit of said ward and that said Guardian has from his position in business great advantages in making investments which must amount to a greater profit than the rise in value of wild lands in Union Co, as affiant verily believes.

W G Deshler

Sworn to and subscribed before me this 13th day of November A. D. 1850, as witness my hand and Notarial Seal —

S. Brush Notary
Public in and for
Franklin Co. Ohio

Filed August 17. 1850
James Kirkade Jr Clerk

The State of Ohio, Franklin County, ss.

L. S.

The President and _____

Associate Judges of the Court of Common Pleas, within and for the county of Franklin, in the State of Ohio.

To all to whom these presents shall come, GREETING:

KNOW YE, That at a Court held by us, within and for the county aforesaid, on the 17th day of September in the year of our Lord, one thousand eight hundred and forty six at the Court House in the City of Columbus, in said county, David Overdier _____ was duly appointed Guardian of Anna Maria Overdier his daughter

heir at law, and legal representative of Harriet Maria Overdier deceased, he the said David Overdier having previously given bond according to law, and in all respects complied with the requisitions of the statutes, in such case made and provided; and we do, therefore, by these presents, grant unto the said David Overdier full power and authority to do and perform all and singular the duties appertaining to said appointment, and requiring him to render to the Court an accurate statement of his transactions, with a just account of the profits arising and accruing from the real and personal estate of his said ward and to deliver up the same to the Court when thereunto required.

In testimony whereof, we, on the day and year above written, have caused the seal of our said Court to be hereunto affixed, and ordered these presents to be attested.

ATTEST: LEWIS HEYL, *Clerk.*

The State of Ohio, Franklin County, ss.

I, Lewis Heyl, Clerk of the Court of Common Pleas, within and for the county of Franklin, and State of Ohio, aforesaid, hereby certify that the foregoing is a true copy of the original letters of guardianship granted in the premises by said Court, and remaining on file in this office. Witness my hand and the seal of said Court this 17th day of September A. D. 1846

ATTEST: Lewis Heyl Clerk.

Filed Nov. 21. 1850
Ja Kirkpatrick Clerk

Recorded

Ann M Ovadia
ats
David Ovadia

Petn to Sell

And since Ann M.
by Allison her guardian ad litem
comes and ~~to~~ and bite answers
and says that she knows
nothing of the matters in the
petition set forth and prays
the protection of the court

C. M. B. Allison
Guar ad litem to Ann
M Ovadia

David Overdiev et al

To } Bond

The State of Ohio

Filed Dec. 14. 1850

J. A. Kirkpatrick for clerk

Recorded

We David Overdier, Thomas Stitt and R. B. Adams of Franklin County Ohio hereby acknowledge ourselves to be indebted to the State of Ohio, in the penal sum of Fifteen Hundred Dollars, to the payment of which we jointly and severally bind ourselves - witness our hands and seals this 10th day of December A. D. 1850 -

The condition of the above obligation is such, that whereas at the November Term A. D. 1850 of the Court of Common Pleas of Union County Ohio, an order was granted by said Court, authorizing said David Overdier as guardian of Anna Maria Overdier to sell certain real estate of his said ward situate in said County of Union - Now if the said Guardian shall discharge with fidelity the said trust reposed in him as aforesaid and faithfully account for all moneys arising from said sale and return the same to the Court when required, then this obligation to be void, otherwise in full force and virtue in law.

Attest

David Overdier (Seal)
Thomas Stitt (Seal)
R. B. Adams (Seal)

Asa Tyler
Wm. L. Gale

Approved
Sal Kirkadall for Clk
Union Com Pleas

Overder Guardian

vs

A M Overder

Pet for Order to Sell

Filed Aug 18. 1857
D Kuckadoff Clerk

Order issued
Aug 18. 1857

Columbus O Augt. 14 1851

Clerk of Court of Com Pleas U. Co.

Dear Sir

I am advised by J. W. Baldwin and S. Brach Attys that I can get from you the papers necessary for me to advertise and sell the small tract of land in Darby Township Union County as Guardian of Ann Maria Orodier

I wish to advertise the Land for sale on the *29th day of next month (Sept) and you will oblige me very much if you will make out the papers and send them to me by mail, as soon as convenient.

Respy Yours

Edwd Orodier

* the first day of Court.

Chancery Case File

Case No. 1850-CH-0014

No. 50-CH-14

Union Common Pleas Court.

John Kerr, admr

Plaintiff,

AGAINST

Abram Wolfersb

Defendant.

APR TERM. 1851

Sellers

Journal 5 Page 14

Record No. 6 Page 50

Ex. Doc. A Page 22

52
12 L

6.50
.70
7.20
.40
3.80

Chy No ~~18~~ ~~37~~ 34

John Kerr admr of
B Boisseau
vs
Abraham Morford

Pltf's Decln

Cost Bill made
Record

Recorded

316. 11 Mby. 1860

766
Rec'd 1.11

5.85
.70
.40
1.85

John Kerr adm^x
of B. Briskeen dec^d

vs

Abraham Morford

Bill in Chancery

Filed May 29. 1850
James Kirkpatrick Clk

Recorded

Thomas

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

Your petitioner John Kerr of the State of Virginia and administrator duly appointed of the estate of Benjamin Boisseau dec'd represents unto your Honors that on or about the 11th day of August A.D. 1840 one Abraham Morford of the County of Union and State of Ohio (and whom your petitioner prays may be made defendant to this Bill) executed a mortgage to the said Benjamin Boisseau in fee simple upon the following real estate situate in said County of Union to wit; a part of Survey No 5134 - Beginning at a White Oak, two gum & Hickory North East Corner of the original Survey thence S 36° 30' E 145 poles to a Hickory, Sugar & Beech corner to Lot No 3 - thence with the line of Lot No 3. S 53° 30 W 117 poles to a Stake witnessed by a Small Sugar - thence N 36° 30' W 50 poles to a Stake North East Corner to Lot No 4 thence S 53° 30' W 5 poles to a Stake in the Marysville Road thence with said Road N 52° 30' W 117½ poles to a Stake in the north line of the original Survey - thence with said line N 53° 30' E 128 poles to the beginning - Containing 117 acres more or less, being the whole of Lot No 5 and that part of Lot No 6 lying east of the Marysville Road in the said Survey No 5134 - and which mortgage, bearing date the day and year last aforesaid was executed as aforesaid in order to secure the payment of a certain promissory note of the said Abraham Morford of even date with said mortgage for the sum of Three Hundred and Sixteen dollars payable with interest thereon to the said Benjamin Boisseau on or before the 1st day of May A.D. 1841 - And your petitioner further represents that the said sum of Three Hundred and Sixteen dollars was not paid to the said Benjamin Boisseau at the time limited in said mortgage and that thereby the estate of the said Benjamin Boisseau in said mortgage premises became absolute at law -

your petitioner further represents that the said sum of $316 dollars together with a large amount of interest thereon is now due to the estate of the said Benjamin Boisseau on the security of said premises; and that your petitioner has frequently requested payment of the same which has been refused by the said Abraham Morford

your petitioner therefore prays that the writ of subpoena may issue against the said Abraham Morford that he may be compelled to answer all and singular the premises, that an account may be taken of what is due to the estate of the said Benjamin Boisseau on the said mortgage premises, and that the same may be sold and the proceeds thereof applied to the payment of the sum found to be due and for such other and further relief as Equity & good conscience may require. and your petitioner will ever pray &c

By K. Murray
Pltf's Solicitor

Com Pleas

John Weir acct
of B. Bonsall
vs
Abraham Morford

Debt in Ck

Filed May 31. 1850
D. Rich Reach for Clk

Thomas E. Dyer
Corpl.

Served this writ May 30th 1850 by leaving at the residence of the within named Abraham Morford a certified copy thereof.

Fees = mileage 50
copy 15
Service 35 = $1.00

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Abraham Morford

if he may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ forthwith, to answer a Bill in chancery, exhibited against him by John Kerr Admr of B Boissean decd,

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

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 29th day of May A. D. 1850

James Kinkade Jr. Clerk of Common Pleas.

Union Com. Pleas

John Kerr admr &c
vs
Abraham Moorhead

Judgment $290.00
Costs 4.46
Fees Order .50

Filed April 15. 1851
Jas Hall Clerk

R Monnas atty for Plff

Received this writ December 6th 1850
Had the within described Real Estate Appraised on the 14th day of January AD 1851 by the oaths of James A Curry Robert McCampbell and John Woodburn at Eleven dollars and fifty cents per acre and delivered a a certified copy there of to the clerk of the court from whence this writ issued i afterwards to wit on the 4th day of March 1851 I Received payment in full of debt and costs of the defendant I did not have the land advertised

Fees Mileage 50
Serv 35
Judgment 1,00
Copy of A 20
Appras 2a 1,80
Boundaze 5,91 Returned my fees

Relanced My Fee

William C Mulin Sheriff & Ex Officio Master

The State of Ohio Union County ss.

To the Sheriff of said County Special Master &c. Greeting;

Whereas at the November term of the Court of Common Pleas. Continued and held on the 18th day of November A.D. 1850. in a certain Cause in Chancery therein pending wherein John Kerr administrator of Benjamine Boiseau decs'd. Complainant and Abraham Monford Defendant, the Court Ordered and decreed that you expose to sale the premises in the bill described as follows to wit. Situate in said County of Union to wit. a part of survey No 5134 begining at a white oak. sugar & Hickory north east Corner of the Original survey. thence S. 36°. 30. E. 145 poles. to a hickory sugar & Beech Corner to Lot No 3. thence with the line of lot No 3. S. 53°. 30 W 117 poles to a stake witness by a small sugar. thence N 36°. 30 W. 50 poles to a stake north east Corner to Lot No 4. thence S. 53°. 30 W. 5 poles to a stake in the Marysville road thence with said road N 52°. 30 W. 117½ poles to a stake in the north line of the Original survey - thence with said line N 53°. 30. E. 148 poles to the begining Containing 117 acres more or less. being the whole of lot No. 5 and that part of lot No. 6. lying east of the Marysville road in the said survey No 5134 - to Satisfy the said Complainant in the sum of Two hundred and ninety dollars. with interest thereon from the 18th day of November A.D. 1850. until paid together with the costs of suit taxed at $4. 46 and the accruing costs. and make report of your proceedings herein to the next term of said Court.

Witness James Kinkade Jr Clerk of said Court at Marysville this 6th day of December A.D. 1850.

James Kinkade Jr Clerk

Union Com Pleas

John Kerr Admin &c

vs

Abraham Morford

Appraisement

Filed January 14, 1857

Ja^s Kirkpatrick Jr Clerk

John Kerr Administrator &c
vs
Abraham Morford

We the undersigned having been called upon by William C Malin Sheriff of Union County Ohio to appraise the following described premises to wit Situate in the County of Union and State of Ohio to wit Part of Survey No 5134 Begining at a white oak Sugar & Hickory North east Corner of the Original Survey thence S 36° 30, E, 145 poles to a Hickory Sugar & Beech Corner to lot No 3 thence with the line of lot No 3 S 53° 30 W, 117 poles to a stake witness by a small Sugar thence N 36° 30 W, 50 poles to a stake North east Corner to Lot No 4, thence S 53° 30 W 5 poles to a stake in the Marysville Road thence with said Road N 52° 30 W, 117½ poles to a stake in the north line of the Original Survey thence with said line N 53° 30, E 148 poles to the Begining Containing 117 acres more or less being the whole of lot No 5 and that part of lot No 6 lying east of the Marysville Road in the said Survey No 5134

After having been duley sworn by said William C Malin Sheriff and upon actual view of said premises we do appraise the same at Eleven dollars and fifty cents per acre given under our hand and seal this the 14th day of January AD 1851

James A Curry (Seal)

Appraisers Fee $1.50

Robert McCampbell (Seal)

John Woodburn (Seal)

The State of Ohio Union County SS

Personally appeared before me William C Malin Sheriff of Union County Ohio the with in named James A Curry Robert McCamble and John Woodburn and Made solemn oath to discharge the duties of Appraisers of the above described real estate impartially according to law and the best of there abilities given under my hand and seal this the 14th day of January AD 1851

William C Malin Sheriff (Seal)

I Certify the Above to be a true copy of the Original

W C Malin Sheriff

May 7 1845 by cash twenty seven dollars to Mr Leggett

Jany 26. 1846 By cash on the within fifty five dollars

March 10. 1846 - By cash on the within Seventy Dollars —

Jany 15. 1847 By cash on the within Seventy Seven dollars & 12 cents

On or before the first day of May AD 1841 for
Value received I promise to pay Benjamin Boiseau
or order the sum of Three hundred and sixteen
dollars with interest Abraham & Morford
August 11th 1840

$290. due Nov 18/50 = for slice

Oxford 10
Receipts —

Rec'd of Abraham Morford Seventy Dollars which has been credited on his note to B. Boisseau due May 1st. 1841 as

$70 March 10th. 1846

Kendall Rooney
for Wray Rooney

Rec'd of A. G. Marford fifty five dollars which has been credited on his note to Benjamin Bolseau due May 1st 1841 —

$55 — Jany 26th 1846 Wm Thomas
pr H. Thomas

rec'd per
recording
Mortgage

Recd of Wray Thomas a mortgage from Morford to Rogers
to be handed over to the Recorder of Union November 3
1840

B. F. Kelly

Due Wm Pate. Atty

Filed Nov 18. 1850
Jas Knickerbocker Clerk

rissued
Dec 6. 50

John Kerr admr of
Benjamin Boiseau decd
vs
Abraham Morford

Order

Issue order in the above case within 10 days after this date hereof to the Clerk of the Court of Common Pleas of Adrian County

K. Thomas
atty for Pltff

Ohio November 18. 1850