COUNTY OF MERRIMACK, NH

MERRIMACK RECORDS

2 EXECUTIONS

START

20 2 0112-2 MEASUREMENT 6x2

Exercise 2

1

Burley & al vs Evans Ex^n Septr Term 1839

The State of New-Hampshire.

Merrimack ss. } To the Sheriff of any County in this State, or his Deputy. Greeting.

Whereas. Stevens Burleigh and Thomas D Dyer of Boston in the County of Suffolk and Commonwealth of Massechusetts, Traders and Partners in trade jointly negotiating business under the firm of Burleigh & Dyer

by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno Domini, 1839 recovered Judgment against Asaph Evans of Concord in said County Trader for the sum of four hundred & twenty dollars, Debt or damages and nine Dollars thirty four Cents Cost of suit, as to us appears of Record. Whereof Execution remains to be done. —

420. 00
9. 34
429. 34
17
429. 51

We command you therefore, that of the goods and chattels, or Lands of the said Asaph within your precinct you cause to be paid and satisfied unto the said Stevens & Thomas at the value thereof in money, the aforesaid sum being $429.34 in the whole with 17 Cents more for this writ: and thereof also to satisfy yourself for your own fees. And for want of Goods Chattels or Land of the said Asaph to be by him shewn unto you, or found within your precinct, to the acceptance of the said Stevens & Thomas to satisfy the sums aforesaid:

We command you to take the Body of the said Asaph and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees: or that he be discharged by the said Stevens & Thomas the creditor or otherwise by order of Law. —

Hereof fail not, and make due return of this Writ, with your doings therein unto our Court of Common Pleas to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of September next

Witness Joel Parker Esqr. at Concord

the 25th day of March Anno Domini 1839

S. C. Badger Clerk

Merrimack ss. April 12. 1839 Then Samuel Coffin, Saml. Fletcher and Richard Bradley personally appeared and made oath that they would faithfully and impartially appraise such Lands and tenements as should be shewn them as the Estate of the within named Asaph Evans to satisfy the within Execution. Before me Joseph Robinson Just. Peace

Ex.n Barley &al vs Evans Sept.r Term 1839

We the subscribers having carefully and attentively examined a tract of land and buildings shewn to us as the estate of the within named Asaph Evans situated in Concord in said county bounded and described as follows, to wit. Beginning at the post at the south side of the gate on the Main Street in said Concord and east of the dwelling house, thence westerly through said house including the south east front room and chamber over it, the privilege of occupying in common the middle room on the south side of said house, excepting a small closet on the back side of it and connected with the kitchen attached to the North part of said house, and one half of the cellar and garret, thence from the northwest corner of said new part westerly to the southeast corner of the Barn, thence westerly by the south side of the barn to its southwest corner thence northerly by the west end of the barn to land formerly of Nathaniel Abbot, thence westerly by said Abbot & Moyo's land, six rods and nine links to land belonging to heirs of the late Joshua Abbot thence southerly by land of said heirs three rods and eighteen links to a stake, thence north sixty seven degrees east eight rods and thirteen links to a stake thence south eighteen and a half degrees east three rods and four links to Washington Street thence easterly by said Washington Street to the Main Street aforesaid, thence Northerly by said Main street to the bound first mentioned — —

Also the use of one half of the Barn and privelege in the out buildings - reserving in the above described premises for the use of the occupants of the north part of the house a privelege in the yard south side of the house and free access to the barn and well and a privilege in the middle room on the south side of the house and the chamber over it and in the back stairs, and in the garret and cellar stairs, also access to the garden - and allowing to said Burleigh and Dyer a privilege in the passage way from the main street to the front Door of the house, and in the front Door, front entries and front Stairs, being the same tract of land and buildings which were set off to Almira B, Evans wife of the within named Asaph Evans as her Dower in the estate of her late husband Robert Davis. — as upon our oaths say that the interest of the said Asaph Evans in the said tract of land and buildings being the Dower of his wife therein, is of the value of Two hundred and fifty dollars and no more, and we have set off the same tract of land and buildings aforesaid by metes and bounds as aforesaid, in satisfaition of the within Execution. —

April 13. 1839

Richard Bradley
Samuel Fletcher
Sam.l Coffin

2

Merrimack ss. April 12. 1839 In pursuance of the directions of Burleigh & Dyer the Creditors within named I have extended the within Execution upon the tract of land above described in the manner following (viz) I caused three appraisers to be chosen that is to say Richard Bradley by Charles H Peaslee Attorney for the Creditors within named

Burbank & Dyer vs Evans Exn Sept. Term 1839

Samnl Fletcher by the Debtor within named and Saml Coffin who was chosen by myself. The said Richard Bradley Samnl Fletcher and Saml Coffin being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and Impartially to appraise such lands and tenements as should be shewn them as the estate of the within named debtor upon their oaths said that the above described property tract of Land shewn to them as the Estate of the aforesaid debtor was of the value of two hundred & fifty dollars and no more. And the said appraisers set off the same land by metes and bounds as aforesaid, at that sum in satisfaction of this Execution and my fees and I have delivered possession and seizen of the said tract of land to the said Burbank & Dyer the Creditors within named. I therefore return this Execution satisfied as aforesaid in part to wit for the sum of Two hundred thirty five dollars and thirteen cents being the residue of the said sum of Two hundred & fifty dollars the value of said land after deducting my fees, and for no more. —

Fees Service & Travel	$ .28
Poundage —	3.75
Advertising & Notifying Appraisers —	.51
attending with appraisers	.83
paid appraisers — —	6.00
paid for recording Exn	1.50
Return - -	1.00
	$ 14.87

John Pettengill Dep. Sheriff

This may certify that I have this day ~~delivered~~ seizen and possession of the above described tract of land by John Pettengill Dep Sheriff —

C. H. Peaslee attorj for Plffs —

Recvd Septr. 7. 1839

Examd John Townsend Regr

Fletcher vs Evans. Execution Sept. Term 1839

L3

175. 70
11 93

187. 63
17

187 " 80

State of New-Hampshire

Merrimack ss. }

To the Sheriff of any County in this State, or his Deputy - - Greeting.

Whereas Samuel Fletcher of Concord in said County Esqr. by the consideration of our Justices of our Court of Common Pleas holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno Domini 1839 recovered judgment against Asaph Evans of Concord in said County Trader,

For the sum of one hundred seventy five Dollars seventy Cents Debt or damages and Eleven Dollars ninety three Cents Cost of suit, as to us appears of record, whereof Execution remains to be done;

We command you therefore, that of the Goods, Chattels or Lands of the said Asaph within your precinct you cause to be paid and satisfied unto the said Samuel at the value thereof in money, the aforesaid sums being $187.63 in the whole, with 17 cents more for this Writ: and thereof also to satisfy yourself for your own fees. And for want of Goods, Chattels or Lands of the said Asaph to be shewn unto you, or found within your precinct, to the acceptance of the said Samuel to satisfy the sums aforesaid; We command you to take the body of the said Asaph and him commit unto either of our Gaols within your precinct and detain in your custody within our said Gaol until he pay the full sums above mentioned with ~~cost~~ your fees: or that he be ~~otherwise~~ discharged by the said Samuel the Creditor or otherwise by order of Law.

Hereof fail not, and make due return of this writ with your doings therein unto our said Court of Common Pleas, to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of September next.

Witness Joel Parker Esqr.
at Concord the 25th day of March Anno Domini 1839

S. C. Badger Clerk

Merrimack ss, May 16. 1839 Then Hall Burgin Samuel Coffin and Theodore French personally appeared and made oath that they would faithfully and impartially appraise such Lands and tenements as should be shewn them as the Estate of Asaph Evans within named to satisfy the within Execution.

Before me Samuel Fletcher Justice Peace

4

We the subscribers having carefully and attentively examined a tract of land shewn to us as the Estate of the within named Asaph Evans situated in Concord in said County of Merrimack

and bounded as follows: Beginning on the Northerly side of a new street leading from Main Street by Downing and Abbots Shop to South Street, at South street thence running easterly by by said new Street about sixty rods to a stake (and ~~stones~~) two rods westerly of the center of a new house built by said Asaph Evans upon the northerly side of said new street, thence northerly nearly at right angles with said street about seven rods to a stake by land of William W. Estabrook & others, thence westerly by said Estabrook & others' land about fifty eight rods to south street to the place of beginning, containing about two acres and ninety three square rods, do upon our oaths say that the same tract of land is of the value of two hundred dollars and no more and we have set off the same land by metes and bounds as aforesaid in satisfaction of the within Execution. —

May 16. 1839

Hall Burgin
Sam Coffin
Theodore French

Merrimack ss. May 16. 1839 In pursuance of the direction of Samuel Fletcher the Creditor within named I have extended the within Execution upon the tract of land within named above described in the manner following (viz) I caused three appraisers to be chosen that is to say Theodore French by the Creditor within named, Hall Burgin by the debtor within named and Samuel Coffin who was Chosen by myself, Theodore French, Hall Burgin and Samuel Coffin being all reputable Free holders and residents in said County of Merrimack who being sworn before a Justice of the peace faithfully and impartially to appraise such lands and tenement as should be shewn them as the Estate of the within named debtor upon their oaths said that the above described tract of land shewn to them was the Estate of the aforesaid debtor was of the value of Two hundred dollars and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of the Execution and my fees, and I have delivered seizen and possession ~~and~~ of the said Tract of land to the said Fletcher the Creditor within named, I therefore return this Execution fully satisfied as aforesaid. —

Fees Service & travel	—	.28
Poundage	—	3.12
appointment & notifying appraisers	—	1.00
paid Justice fee	—	51
attending with appraisers	—	83
paid appraisers		5.00
Recording Execution		1.00
Return	— — —	46 $12.20

John Pettengill Dep. Shff

Sheriff may certify that I have this day removed full seizen and possession of the above described tract of land by John Pettengill D. Sheriff

Recved & Recorded Sept 7. 1839 Samuel Fletcher

Examind John Townsend Regr

Roger C. Hatch vs Asaph Evans Ex.r Sept. Term 1839

6

State of New-Hampshire.
Merrimack ss. } To the Sheriff of any County in this State or his Deputy. -- Greeting

Whereas Roger C. Hatch of Warwark in the County of Franklin & Commonwealth of Massachusetts. Clerk by the consideration of our Justices of our Court of Common pleas, holden at Concord within and for the County of Merrimacks on the third Tuesday of March Anno Domini 1839 recovered Judgment against Asaph Evans of Concord in said County Trader

For the sum of seven hundred & forty four Dollars Eighty Eight Cents debt or damages, and seven dollars Eighty four Cents Cost of suit, as to us appears of record whereof Execution remains to be done;

744 . 88
7 . 84
752 . 72
17
752 .. 89

We command you therefore that of the Goods, Chattles, or Lands of the said Asaph within your precinct, you cause to be paid and satisfied unto the said Roger at the value thereof in money. the aforesaid sums being $752.72. in the whole with 17 cents more for this ~~Execution~~ Writ; and thereof also to satisfy yourself for your own fees. And for want of Goods, Chattles or Lands of the said Asaph to be by him shewn unto you or found within your precinct, to the acceptance of the said Roger to satisby the sums aforesaid: we command you to take the body of the said Asaph and him commit unto either of our Gaols within your precinct, and detain in your custody until he pay the full sums above mentioned with your fees or that he be discharged by the said Roger the Creditor or otherwise by order of Law.

Hereof fail not and make due return of this writ with your doings thereon unto our said Court of Common pleas, to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of September next.

Witness Joel Parker, Esqr. at Concord the 25th day of March Anno Domini 1839

S. C. Badger Clerk

Merrimack ss. May 16. 1839. Then Hall Burgin Samuel Coffin and Theodore French personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named Asaph Evans to satisfy the within ~~Execution~~ Before me Samuel Fletcher Justice of peace

We the subscribers having carefully and attentively examined the following described tracts of land shewn to us as the estate of the within named Asaph Evans situated

in Concord in the County of Merrimack and bounded as follows (to wit) one piece beginning on the northerly side of a new street leading from Main street by Dowming and Abbots shop to South street two rods Easterly of the center of a new house built by said Evans thence Easterly about twenty rods by said street to Land of Daniel Davis, thence northerly by said Davis' land about seven rods to Land of Wm. W. Estabrook and others thence westerly by said Estabrook and other's land about twenty rods to the house lot belonging with the house built by said Evans thence southerly by said house lot to the place of beginning. —

Also one other piece beginning on the northerly side of a new street leading from Main Street by Dowming & Abbot's shop to south street, and on the westerly side of State street thence westerly by said new Street about sixteen rods to Land of Daniel Davis' thence Northerly by Davis' land to Land of Wm. W. Estabrook & others thence Easterly by land of said Estabrook & others about sixteen rods to state Street thence by State Street about seven rods to the place of beginning containing about one hundred and twelve square rods of land. — Also one undivided fourth part of the following tracts of land and buildings situated in said Concord on the Easterly side of Merrimack river and bounded as follows, to wit. one piece beginning three and a half rods southerly from the Portsmouth Turnpike on the line of Wm. G. Webster's house lot at a Stake, thence South fourteen degrees East by the house lot of said Webster four rods to land of Jeremiah Pecker thence north eighty nine degrees east by land of said Pecker ten rods to a stake thence north eighty two degrees east by land of said Pecker and land of John Eastman thirty two rods to a post in the fence marked by land of the Sewall's falls Locks and Canal Company, thence by said Company's land north eighteen degrees west nine rods and twenty one links to a stake by land of Nathaniel Ambrose thence south seventy six degrees west by land of said Ambrose Cyrus Robinson and Levi Bean forty one rods to the bound begun at, containing about two acres together with all the right said Evans has to a passway from said lot to the Turnpike and the buildings thereon —

The other tract containing about Eight acres is bounded as follows (to wit) Beginning at a white oak & stump by land of Jeremiah Pecker and Elijah Colby thence South Eighty three degrees west by land of said Pecker thirty rods and twenty links to land of the Sewall falls Locks and Canal Company at a stake thence south twenty one degrees west twenty seven and a half rods to a pine stump thence south five degrees east about Eight rods by said Company's land to Merrimack river, thence down said river about thirty four rods — thence North five degrees east about forty five rods to the bound begun at, do upon our oaths say that the several tracts of Land and buildings thereon above described are all of the value of Four

hundred and Fifty dollars, and no more, and we have set off the same tracts of Land by metes and bounds as aforesaid in satisfaction of the within Execution.

Hall Burgin
Samuel Coffin
Theodore French

Merrimack ss. May 16. 1839 In pursuance of the direction of Samuel Fletcher attorney for the Creditor Roger C. Hatch within named I have extended the within Execution upon the lands above described in the manner following (viz) I caused three appraisors to be chosen, that is to say Theodore French by Samuel Fletcher for the Creditor within named. Hall Burgin for by Asaph Evans the debtor within named and Samuel Coffin who was chosen by myself. The said Theodore French, Hall Burgin and Samuel Coffin being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn them as the Estate of the within named debtor upon their oath said that the above described tracts of land shewn to them as the Estate of the aforesaid debtor was of the value of Four hundred & fifty dollars and no more, And the said appraisers set of the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tracts to the said Roger C Hatch the Creditor within named I therefore return this Execution satisfied as aforesaid in part to wit for the sum of Four hundred Twenty eight dollars Seventy one Cents being the residue of the said sum of Four hundred & fifty dollars the value of said land after deducting my fees once for me more

Fees	Service & travel	—	,28
	boundage		5.00
	appointing & notifying appraisers	—	1.00
	paid Justice fees	—	51
	attending with appraisers & returning	—	2.00
	paid appraisers	—	6.00
	Expenses in setting off land		3.00
	Recording Execution		2.00
	return	— —	1.00 $21.29

John Pettengill D. Sheriff

May 16. 1839 This may certify that I have this day received full seizen and possession of the above described tracts of Land by John Pettengill Dep. Sheriff.

Roger C Hatch by his attorney Samuel Fletcher

Received and Recorded Sept. 7. 1839
Examined John Townsend Register

8

7 Ca.

Whitehouse vs Libby

Sept. T. 1839

L S

The State of New-Hampshire -

Merrimack SS. }

To the Sheriff of any County in this State or his Deputy Greeting

Whereas Samuel Whitehouse of Pembroke in said County Husbandman - by the consideration of our Justices of our Court of common pleas, holden at Concord within and for the County of Merrimack on the third Tuesday of March Anno Domini 1839 recovered Judgment against David Libby of Allenstown in said County, Yeoman -

For the sum of Sixty seven Dollars thirty five cents debt or damages and seven Dollars ninety one cent cost of suit as to us appears of record, whereof Execution remains to be done;

67. 35
7. 91
75. 26
17

We command therefore, that of the Goods, Chattles or Lands of the said David within your precinct you cause to be paid and satisfied unto the said Samuel at the value thereof in money; the aforesaid sums being $75. 26 in the whole with 17. cents more for this Writ; and thereof also to satisfy your self for your own fees. And for want of Goods, Chattles or Lands of the said David to be by him shewn unto you, or found within your precinct to the acceptance of the said Samuel to satisfy the sums aforesaid: We command you to take the body of the said David and him commit unto either of our Gaols within your precinct and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees: or that he be discharged by the said Samuel the Creditor or otherwise by order of Law. -

Hereof fail not, and make due return of this writ with your doings therein unto our said Court of Common Pleas. to be holden at Concord in our County of Merrimack aforesaid, on the Third Tuesday of September next. -

Witness Joel Parker Esqr. at Concord the 25th day of March anno Domini 1839.

S, C, Badger Clerk

Merrimack SS. April 25 1839 Then Joseph Laverne Jonathan Steele and Jewett B Eastman personally appeared, and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Daniel Libbey to satisfy the within Execution. before me

Robert Knox Jus. of Peace

Whitehouse vs Libbey

We the subscribers having carefully and attentively examined a Tract of land shewn to us as the Estate of the within named Daniel Libbey and bounded as follows the same being one undi-vided half of the said Tract of Land and bounded as follows beg-inning at the corner of the wall east of the Barn thence running N 17° East twenty rods to the corner of the wall. thence N 72° west eighteen rods and six links to the corner of the wall at the road - thence S 23° W thirty rods to the corner of the wall - thence South 85° East Eleven rods to an appletree thence N 23° East six rods to Stake and Stones thence S 81 E ten rods to the bounds first mentioned to contain one acre and one hundred and forty rods - do upon our oaths say that the same one undivided half of said tract of land is of the values of forty five dollars and no more and we have set off the same land by metes and bounds as aforesaid in part satisfaction of the within Execution. —

Jos Lawrence
Jona. Steele
Jewett B. Eastman

Merrimack SS. April 25. 1839 In pursuance of the direction of Samuel Whitehouse the Creditor within named. I have extended the within Execution upon the tract of Land above described in the manner following I caused three appraisers to be chosen that is to say Joseph Lawrence by the creditor within named Jona. Steele by my self and Jewett B Eastman by my self The said Libbey being Notified refusing to Chose an appraiser. — The Said Joseph Lawrence Jonathan Steele and Jewett B Eastman being all Sworn Inhabitants Freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such Lands and tenements as should be shewn them as the Estate of the within named debtor upon their oath said that the one undivided half of the above described tract of land shewn them as the Estate of the aforesaid debtor was of the value of forty five Dollars and no more and the said appraisers set off the same land by metes and bounds as aforesaid, at that sum, ~~and the said appraisers~~ in part satisfaction of this Execution and my fees - and I have delivered possession and seizen of the said one undivided half of said tract of land to ~~satisfy~~ the said Samuel Whitehouse the creditor within named, I therefore return this Execution satisfied in part to wit after deducting my fees, amounting to Eight dollars and eighteen cents I return this Execution satisfied to the amount of thirty six Dollars and Eighty two cents. —

Robert Knox Dep. Sheriff

8

— over —
next page.

9 Whitehouse vs Libbey Sep. T. 1839

April 25th 1839 This may certify that I have this day received full seizen and possession of the above described tract of land by Robert Knox Deputy Sheriff
Samnl Whitehouse

Fees Servic	,23
Travel	.15
Poundage	1.13
Notifying	1.25
Swearing Witness	.57
Bond Same	1.75
Surveyor	.50
attendance	.85
Recording	1.25
Exhibit Etc	.50
	$8.18

Recieved and Recorded Sept 17 1839
Examnd John Townsend Regr

Ex Jewksbury vs Davis Sept Sem 1839

The State of New-Hampshire
Merrimack ss. }
To the Sheriff of any County in this State, or his Deputy
Greeting

Whereas James Jewksbury of Claremont in the County of Sullivan Joiner
By the consideration of our Justices Court of Common Pleas holden at Concord within and for the County of Merrimack on the third Tuesday of March Anno Domini 1839 recovered Judgment against John Davis Yeoman and Abigail Davis widow both of Bow in said County for the Sum of Seventy one Dollars thirty one cents Debt or damages and Eight dollars two cents Cost of suit, as to us appears of record whereof Execution remains to be done;

71.31
8.02
79.33
17
79.50

We command you, therefore, that of the Goods, Chattles or Lands of the said John & Abigail within your precinct you cause to be paid and satisfied unto the said James at the value thereof in money, The aforesaid sums being $79.33 in the whole with 17 Cents more for this Writ: and ~~Precept~~ thereof also to satisfy yourself for your own fees. And for want of Goods, Chattles, or Lands of the said John to be by him shewn unto you, or found within your Precinct, to the acceptance of the said James to satisfy the sums aforesaid: We command you to take the body of the said John and him commit unto either of our Gaols within your Precinct and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees or that he be discharged by the said James the Creditor or otherwise by order of Law. Hereof fail not and make due return of this writ with your doings therein unto our said Court of Common pleas to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of September next

10

Newsbury vs Davis's Septr Term 1839

Witness — Joel Parker Esqr. at Concord the 25th day of March Anno Domini 1839

S. C. Badger Clerk

Service	.23
Travel	41
appraisers	3,00
attendance	2.00
Register's fee	1.20
Pounding	1.86
Justice for swearing appraisers	.54
	9,69

Merrimack SS. April 8th 1839 This will certify that Abraham Gates. Oliver Messer and Philip Colby came before me and made solom oath that they would appraise such Lands and Tennements as shewn to them by Andrew Leach Dep Sheriff to satisfy this Execution according to the best of their Judgment

Samuel Clement Jus. Peace

The State of New Hampshire }
Merrimack SS. april 8. 1839 } We the subscribers having carefully and attentively Examined a tract of Land shewn to us as the Estate of the within named John Davis and bounded as following beginning on the west side of the Branch Turnpike Road in Bow in front of the Barn at a Stake and Stones and runs on said Road South 40° E 15 4/5 Rods to a Stake & Stones thence south 38° W 17 Rods to a Stake and Stones thence North 40° West 20 Rods to a Stake and Stones and thence to the first bounds mentioned containing two acres with the Barn standing thereon. and we do upon our oaths say that the same tract of land and Barn thereon is of the value of Eighty nine dollars twenty three cents and no more, and we the Subscribers have set of the same land by metes and bounds as aforesaid in full satisfaction of the within Execution.

Abraham Gates
Oliver Messer } appraisers
Philip Colby

Merrimack SS. April 8th 1839 In pursuance of the direction of John Harris Attorney for the within named James Newbury the Creditor within named I have Extended the within Execution upon the Tract of Land above described in the manner following (viz) I caused three Appraisers to be chosen. Abraham Gates by John Harris Attorney for the Creditor within named, Oliver Messer who was Chosen by myself and Philip Colby who was chosen by John Davis the debtor within named — The said Abraham Gates, Oliver Messer and Philip Colby being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such Lands and tennements as should be shewn to them as the Estate of the within named debtor upon their oaths said that the above described tract of land shewn to them as the estate of the aforesaid debtor was of the value of Eighty nine Dollars and twenty three cents and no more — and that the said appraisers set of the same lands by metes and bounds as aforesaid at that sum in full satisfaction of this Execution and my fees and I have delivered possession and seizen of said tract of land to John Harris Attorney for the Creditor within named. — Andrew Leach Dep. Sheriff

10

11

Ex.n Sewksbury vs Davis Sept.r Term 1839

April 8th 1839 I hereby ~~Acknowledge~~ that I this day mumed Seizen and possession of the within described premises or tract of land.—

John Harris Attorney to
James Sewksbury the Creditor

Received and Recorded Sept.r 17. 1839
Examined John Townsend Regr.

Ex.n Green vs Davis Sept.r Term 1839

L S

The State of New Hampshire,
Merrimack SS.

To the Sheriff of any County in this State, or his Deputy Greeting

Whereas James Greene of Bow in Said County Gentlemen By the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno Domini 1839 mowned Judgment against John Davis of Bow in said County Yeoman — For the sum of thirty three Dollars twenty seven cents debt or damages and six Dollars fifty two cents Cost of Suit, as to us appears of record, whereof Execution remains to be done;

We command you therefore, that of the Goods, Chattles or lands of the said John within your precinct you cause to be paid and satisfied unto the said James at the value thereof in money, the aforesaid sums amounting in the whole to $39.79 with 14 more for this writ; and thereof also to satisfy yourself for your own fees. and for want of Goods, Chattles or Lands of the said John to be by him shewn unto you or found within your precinct to the acceptance of the said James to satisfy the sums aforesaid, We command you to take the body of the said John and him safely keep commit unto either of our Gaols within your precinct and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees; or that he be discharged by the said James the Creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this writ with your doings therein unto our Court of Common Pleas to be holden at Concord, in our County of Merrimack aforesaid on the third Tuesday of September next. — —

Witness — Jod. Parker Esqr. at Concord the 25th day of March Anno Domini 1839

S. C. Badger Clerk

Dec. 4 Green
Hawkesbury vs Davis's Schr. 8 1839

Merrimack ss April 8, 1839. This will certify that Abraham Gates Oliver Messer and Philip Colby came before me and made solom oath that they would apprase such Lands and Tenements as should be shewn them by Andrew Leach Dep Shruff to satisfy this Execution according to the best of their Judgment. —
Samuel Clement Justice Peace

State of New-Hampshire
Merrimack ss April 8. 1839 } We the subscribers having carefully and attentively examined a tract of land shewn to us as the Estate of the within named John Davis and bounded as follows, beginning on the East side of the Granite Turnpike Road on front of the Barn & Shed at a Stake & Stones & runs North 40° West two Rods to a Stake and Stones. thence south South 60° west three rods and fifteen links to a Stake and Stones in front of the Shed thence North 30° East 18 Links thence south 60° West 12 rods thence South 60° East two rods and 18 links thence to the first bounds containing one fourth of an acre with the Shed standing thereon and we do upon our oaths say that the same tract of Land & Shed is of the value of forty nine Dollars and no more - and we the subscribers have set off the same land by metes and bounds as aforesaid in full satisfaction of the within Execution. —

Abraham Gates
Oliver Messer
Philip Colby } Appraisers

Merrimack ss. April 8. 1839
In pursuance of the direction of James Green the creditor within named I have extended the within Execution upon the Tract of land above described in the manner following (viz) I caused three Appraisers to be chosen. Abraham Gates by James Green the Creditor within named, Oliver Messer who was chosen by myself and Philip Colby who was Chosen by John Davis the debtor within named, the Abraham Gates, Oliver Messer and Philip Colby being all upstable Freeholders and residents in said County of Merrimack. who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and Tenements as should be shewn to them as the Estate of the within named debtor - upon their oaths that the above described tracts of Lands shewn to them as the Estate of the aforesaid debtor were of the value of forty nine dollars and no more and the said appraisers have set off the same Land by metes and bounds as aforesaid at that sum in full satisfaction of this Execution and my fees and I have delivered possession and seizen of the said tract of Land to James Green the Creditor within named. Andrew Leach Dep. Shruff

April 8. 1839 This may certify that that I have this day received full seizen and possession of the above described premises or tract of Land by Andrew Leach Dep. Shruff. —
James Green

Rec'd & Recorded Sept'r 11 Term 1839 J. Saunders Reg'r

12

13 — Exn Balch vs Palmer Sept. T. 1839

L S

The State of New-Hampshire
Merrimack ss.,

To the Sheriff of any County in this State or his Deputy Greeting

Whereas, William Balch of Bradford in the County of Essex and Commonwealth of Massachusetts — Yeoman. — by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno Dominii 1839 recovered Judgment against William Palmer of Hopkinton in said County, Yeoman.

186.88
9.21
196.09
17
196.26

For the sum of One hundred and Eighty six Dollars Eighty Eight Cents, Debt or damages and nine Dollars Twenty one cents Cost of suit as to us appears of Record, whereof Execution remains to be done.

We command you, therefore that of the Goods, Chattels or Lands of said William Palmer within your Precinct you cause to be paid and satisfied unto the said Balch at the value thereof in money, the aforesaid sums being $196.09 in the whole, with 17 Cents more for this Writ: and thereof also to satisfy yourself for your own fees. And for want of Goods, chattels or lands of the said Palmer to be by him shewn unto you or found within your precinct, to the acceptance of the said Balch to satisfy the sums aforesaid: We commend you to take the body of the said Palmer and him commit unto either of our Gaols within your precinct and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees: or that he be discharged by the said Balch the creditor or otherwise by order of Law: Hereof fail not and make due return of this writ with your doings therein unto our said Court of Common Pleas to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next.

Witness Joel Parker Esqr. at Concord the 25th day of March Anno Domini 1839 —

S. C. Badger Clerk

State of New-Hampshire
Merrimack ss. April 23rd 1839

Personally appeared Phinehas Clough. made oath that he would faithfully appraise such Land and tenements as should be shewn to him as the Estate of the within named Wm Palmer to satisfy the within Execution, before me Charles Chase Justice Peace

State of New-Hampshire
Merrimack ss. April 23. 1839 Personally appeared

Exn Baleh vs Palmer Sept. T. 1839

Charles Chase and John Page made oath that they would faithfully and impartially appraise such Lands and tenements as should be shewn to them as the Estate of the within named William Palmer to satisfy the within execution

Before me Phinehas Clough Justice of the Peace

State of New-Hampshire
Merrimack SS. April 23, 1839 We the Subscribers having carefully and attentively examined a tract of Land shewn to us as the Estate of the within named William Palmer and bounded as follows. Beginning on the East side of the highway leading from Concord meeting house over Beach Hill and by land of John Page thence North 46 degrees East by said Pages Land 62 Rods to Concord line thence South seventeen degrees East on Concord line thirty six rods to a Stake and Stones thence south forty six degrees west forty eight rods to a Stake and Stones by the said Highway thence north by the highway thirty two rods & one half rod to the place of Beginning containing Eleven acres and Eight rods; and we do upon our oaths say that the same tract of Land is of the value of Two hundred and Ten dollars and no more and we have set off the same land by metes and bounds as aforesaid in full satisfaction of the within Execution.

Phinehas Clough
Charles Chase
John Page. } appraisers

Merrimack SS.
April 23. 1839 } In pursuance of the direction of John Harris attorney for the within named Creditor I have extended the within Execution upon the tract of Land above described by in the manner following. Viz. I caused three appraisers to be chosen, Phinehas Clough by myself. Charles Chase was chosen by William Palmer the debtor and within named and John Page, who was chosen by John Harris the attorney for the within Creditor and the said Phinehas Clough Charles Chase. John Page being all reputable free holders and residents in said County of Merrimack who being sworn before two Justices of the Peace faithfully and impartially to appraise such Land and tenements as should be shewn to them as the Estate of the within debtor upon their oath, said that the above described tract of land shewn unto them as the Estate of the within named debtor was of the value of two hundred and ten dollars and no more and the said appraisers set of the same Land by metes and bounds as aforesaid at that sum in full satisfaction of this Execution and my fees & expence of setting off the same and I have delivered possession and seizen of the within tract of Land to John Harris attorney for the Creditor within named.

Andrew Leach Dep. Sheriff

April 23. 1839 aforesaid
I hereby certify that I have this day received seizen and possession of the above described tract of Land of Andrew Leach Dep. Sheff

14

Rec'd & Recorded September Term 1839
Examined John Townsend Regr

John Harris attorney to Wm Baleh the Creditor

15.

Benn Prescott Pro Ami.n Kelly Sept. Term. 1839.

L. S.

The State of New Hampshire
Merrimack, ss.]

To the Sheriff of any County in this State, or his Deputy, Greeting.

Whereas, Benjamin Prescott of Pembroke in said County of Merrimack Yeoman. an Infant under the age of twenty one years who sues this action by Stephen S. Prescott of said Pembroke Yeoman. his next friend — by the consideration of our Justices of our Court of Common Pleas. holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno. Domini. 1839. recovered Judgement against Benedict Kelly of Pembroke in our County of Merrimack aforesaid Yeoman, otherwise called Benedict Kelley of Jonesborough in the County of Washington and State of Maine Yeoman.

45.70
11.99
57.69
.17

For the sum of Forty five Dollars Seventy cents debt or damages, and Eleven Dollars Ninety nine cents Cost of Suit, as to us appears of record, whereof Execution remains to be done

We command you, Therefore, That of the Goods, Chattels, or Lands of the said Benedict within your precinct, you cause to be paid and Satisfied unto the said Prescott at the value thereof in money, the aforesaid Sums, being $57.69 in the whole with 17 cents more for this Writ; and thereof also to satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said Benedict to be by him Shewn unto you or found within your precinct, to the acceptance of the said Prescott to satisfy the Sums aforesaid: We command you to take the body of the said Benedict and him commit unto either of our Gaols, within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Prescott the creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this Writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid on the third Tuesday of September next.

Witness - Joel Parker Esquire. at Concord. the 25th day of March Anno. Domini 1839.

S. G. Badger Clerk.

Merrimack ss. April 22. 1839.

Then Stephen G. Badger personally appeared and made oath that he would faithfully and impartially appraise such lands and tenements as should be shewn him as the Estate of the within named Benedict Kelley to satisfy the within Execution

Before me - Benjamin Evans Jus. Peace.

Merrimack ss. April 22. 1839. Then John Cochran & Timothy D. Robertson personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shown them as the Estate of the within named Benedict Kelley to satisfy the within Execution Before me Stephen G. Badger Justice of the Peace.

Ex.n Prescott Pro. amin Kelley Sept.r Term. 1839.

We the Subscribers having carefully and attentively examined a tract of Lands Shewn to us as the Estate of the within named Benaiah Kelley and bounded as follows. to wit. beginning at Stake and Stones on the South east corner of said Lot adjoining lands of Jason Kelley and on the eighth range roads in the Town of Pembroke in said County, thence southwesterly by said Jason Kelley's lands & lands of Bailey Parker to a Stake and Stones adjoining Lands of John Fowler, thence northwesterly by said Fowlers Lands to a Stake & Stones adjoining Lands of Enos S. Prescott, thence northeasterly by said Enos S. Prescotts land and lands of John Kelley to said eighth range roads, thence Southeasterly by said Eighth Range roads to the bound first mentioned Estimated at about forty acres do upon our oaths say that one undivided half Part of the same tract of Lands is of the value of Sixty Eight Dollars and no more and We have set off the tract of said Lands by metes and bounds as aforesaid and have assigned one undivided half part thereof to the said Benjamin Prescott the creditor within named in Satisfaction of this Execution -

April 22d 1839.

Stephen C. Badger
Timothy D. Robinson
John Cofran Jr.

Merrimack ss. April 22d. 1839.

In pursuance of the directions of Benjamin Prescott & Stephen S. Prescott his next friend the creditor within named, I have extended the within Execution upon the one undivided half part of the tract of Lands above described in the manner following. Viz. I caused three appraisers to be chosen, that is to say Stephen C. Badger by the creditor within named Timothy D. Robertson who was chosen by myself and John Cofran Jr who was chosen by me for the said Benaiah Kelley the debtor within named, the said debtor not residing within the said County of Merrimack, and not haveing notified me of any appraiser by him chosen on his part. The said Stephen C. Badger, Timothy D. Robinson and John Cofran Jr being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the peace faithfully and impartially to appraise such Lands and tenements as should be shewn them as the Estate of the within named debtor upon their oaths, said that one undivided half part of the above described tract of Land shewn to them as the Estate of the debtor aforesaid was of the value of Sixty Eight Dollars and no more. And the said appraisers set off the same land by metes and bounds as aforesaid, at that sum in Satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tract of Lands to the said Benjamin Prescott & Stephen S. Prescott his next friend the creditor within named. I therefore return this Execution fully Satisfied as aforesaid -

John Pettingill Deputy Sheriff.

April 22d 1839.

This may certify that we have this day received full seizen and possession of the above undivided tract of Lands by John Pettingill Deputy Sheriff.

Benjamin Prescott & Stephen S. Prescott his next friend. By John Kelley the creditor in interest.

Received and Recorded - October 25th 1839.
Examined Mitchel Gilmore Junr. Register.

16

Service	.23
Travel	.50
Poundage	1.32
Attendance of the Three appraisers	2.00
Fees appraisers - & notifying	3.58
Justice fees	.51
Return	1.00
Paid Register	1.00
	$10.14

17

Ezra Train vs. Fowler March Term 1840.

The State of New Hampshire.

Merrimack ss.

L. S.

To the Sheriff of any County in this State. or his Deputy, Greeting.

Whereas, Marshall Train of New London in Said County Gentleman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of September Anno Domini. 1839. recovered Judgement against Levi Fowler of Sutton in Said County Gentleman. for the Sum of thirty nine Dollars Sixty Eight cents, debt or damages, and Eleven dollars four cents, cost of Suit, as to us appears of Record. whereof Execution remains to be done; We command you, therefore, that of the goods, Chattels. or Lands of the Said Levi within your precinct, you cause to be paid and Satisfied unto the Said Marshall to the value thereof in money, the aforesaid Sums. being $50.72 in the whole with 17 cents more for this writ; and thereof also Satisfy yourself for your own fees. And for want of Goods. Chattels. or Lands of the Said Levi to be by him shewn unto you, or found within your precinct, to the acceptance of the Said Marshall to Satisfy the Sums aforesaid: We command to take the body of the Said Levi and him commit unto either of our Gaols within your precinct and detain in your custody within our Said Gaol until he pay the full Sums above mentioned, with your fees; or that he be discharged by the Said Marshall the creditor or otherwise by order of Law.

Here of fail not. and make due return of this Writ. with your doings thereon. unto our Said Court of Common Pleas. to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of March next.

39.. 68
11 .. 04
50 .. 72
.. 17.

Witness, Joel Parker. Esqr. at Concord the 26th day of September Anno Domini 1839

D. B. Badger Clerk.

Merrimack Ss. October 15th A D. 1839. Then John Brown Jnr Esqr. and Jonathan Emerson personally appeared and made oath that they would faithfully and impartially appraise such Lands and Tenements as Should be Shewn them as the Estate of the within named Levi Fowler to Satisfy the within Execution.

Before me Moses Pillsbury Justice of Peace.

We the Subscribers hereing carefully and attentively examined a tract of Land Shown to us as the Estate of the within named Levi Fowler and bounded as as follows Beginning at the South west corner of Said Fowlers Land thence running northerly by Land owned by Jonathan H. Taylor thirty five rods to Stake and Stones. thence Easterly to the road leading from Said Fowlers Dwelling house to Sutton village at Such a distance from a piece of Land heretofore set

Received of Levi Fowler & Hazen Foster the Sum of fifty nine dollars and eighty seven cents in full discharge of the within described Land on and in full discharge of all claims on the within Execution which was Given Nov 6, 1845

W. P. Flanders Admr

Received and Recorded March 11, 1846

R. G. Leavitt Register

off to Jonathan Harvey on an execution against said Fowler as to contain Eight acres thence Southerly on said road to said Lewd set off to said Harvey thence westerly sixteen rods thence Southerly thirty rods on the line of Land set off to said Harvey to Land owned by Thomas Wadleigh thence westerly on said Wadleighs land to the bound began at - do upon our oaths say that the same tract of land is of the value of fifty five dollars and thirty five cents and no more and We have sett off the same land by metes and bounds as aforesaid in Satisfaction of the within Execution

October 15th 1839.
Newbouldon

John Browne
Ira Smith
Jonathan Emerson

Merrimack Ss. October 15th 1839 In pursuance of the directions of Marshall Train the creditor within named. I have extended the within Execution upon the tract of Land above described in the manner following viz, I caused three appraisers to be Chosen that is to say John Brown by the Creditor within named, Ira Smith who was chosen by myself and Jonathan Emerson who was chosen also by me for the said Levi Fowler the debtor within named, the said debtor not residing within the said County of Merrimack and not having notified me of any appraiser by him chosen on his part, the said John Brown Ira Smith and Jonathan Emerson being all reputable freeholders and residents in said County of Merrimack who being sworne before a Justice of the Peace faithfully and impartially to appraise such Lands and tenements as should be Shewn to them as the Estate of the within named debtor upon their oath, said that the above described tract of Land Shewn to them as the Estate of the aforesaid debtor was of the value of fifty five dollars and thirty five cents and no more, And the said appraisers set off the same Land by metes and bounds as aforesaid at that same in Satisfaction of this Execution and my fees and I have delivered a possession and seizen of the said tract of Land to the said Marshall Train the Creditor within named. I therefore return this Execution fully satisfied as aforesaid

18

October 16th 1839. This may certify that I have received full seizen and possession of the above described tract of land by M. E. Sargent Deputy Sheriff

Marshall Train By
W. P. Flanders his Atty.

Fees — Travel .10
Service .25
Surveying $50.89 - 1.26
Notifying appraisers .25
Paid appraisers 1.50
Fees for Recording 1.12
$4.46

M. E. Sargent Deputy Sheriff

Received and Recorded Nov 7. 1839.
Test Mitchel Gilmore Jr Register.

16.

Gault v. Gault March Term 1840.

$981.75
6.50
$988.25
.17

State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State, or his Deputy, Greeting.

Whereas, John A. Gault of Concord in said County Trader. by the consideration of our Justices of our Court of Common Pleas. holden at Concord within and for the County of Merrimack, on the third Tuesday of September Anno Domini, 1839. received Judgement against William Gault of Concord aforesaid Trader.

For the Sum of nine Eighty one Dollars. Seventy five cents debt or damages. and Six dollars Fifty cents cost of Suit, as to us appears of Record. whereof Execution remains to be done;

We commands you. therefore. that of the Goods. Chattels, or Lands of the said William within your precinct. you cause to be paid and Satisfied unto the said John to the value thereof in money the aforesaid Sums. being $988.25=17 cents more for this Writ and therefore also Satisfy yourself for your own Fes. And for want of Goods Chattels, or Lands of the said William to be by him Shewn unto you, or found within your precinct. to the acceptance of the said John to Satisfy the Sums aforesaid: We command you to take the body of the said William and him commit unto either of our Gaols within your precinct. and detain in your custody within our said Gaol until he pay the full Sums above mentioned with your Fees; or that he be discharged by the said John his creditor or otherwise by order of Law.

Hereof fail not, and make due return of this Writ, with your doings thereon unto our said Court of Common Pleas, to be holden at Concord. in our County of Merrimack aforesaid, on the third Tuesday of March next.

Witness, Joel Parker Esq. at Concord the 25th. day of September Anno Domini. 1839.-

S. C. Badger Clerk.

Merrimack ss. October 19. 1839. Then Samuel Coffin John McDaniel and Daniel M. Dearborn personally appeared and made oath that they would faithfully and Impartially appraise such lands and tenements as Should be Shewn them as the Estate of the within named William Gault to Satisfy the within Execution -

Before me John Wiggle Justice Peace

We the Subscribers having carefully and attentively examined a tract of Land with the buildings thereon Shewn to us as the Estate of the within named William Gault. and Situated in Concord in said County and bounded as follows to wit + Beginning on the Easterly Side of Main Street at the Southwesterly corner of Nathan Eastley's house lot. thence Southerly by Main Street aforesaid about Fourteen rods to the fence on the Southerly line of Said William Gaults Garden. thence Easterly on the course of the fence on the Southerly line of Said Gaults Garden about

twenty two rods to the South west corner of Benjamin Dawson's land. thence westerly by said Dawson's land. land of Thomas W. Thorndike and said Nathan Farley to the place of beginning on Main Street being about twenty two rods do upon our oaths say that the said William Gaults interest in the same tract of land and buildings is of the value of three hundred and fifty dollars and no more, and we have set off the same land and buildings by metes and bounds as aforesaid in satisfaction of the within execution

October 19, 1839.

Samuel Coffin
John McDaniel
David M. Deerborn

Merrimack ss. October 19, 1839. In pursuance of the directions of John A. Gault the creditor within named. I have extended the within execution upon the tract of land and buildings above described in the manner following viz, I caused three appraisers to be chosen that is to say, David M. Dearborn by the creditor within named. John McDaniel by the debtor within named and Samuel Coffin who was chosen by my self, the said David M. Dearborn, John McDaniel and Samuel Coffin being all reputable freeholders and residents in said County of Merrimack; who being sworne before a justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oath said that the interest of the said William Gault the debtor within named, in the above described tract of Land and the building thereon, shewn to them as the Estate of the ~~within~~ aforesaid debtor was of the value of three hundred and fifty dollars and no more, And the said appraisers sett off the same land and buildings by metes and bounds as aforesaid, at that sum in satisfaction this execution and my fees. and I have delivered possession and seizen of the said tract of land and buildings to the said John A. Gault the creditor within named. I therefore return this execution satisfied as aforesaid in part, to wit, for the sum of three hundred thirty four dollars and fifty cents, being the residue of the said sum of three hundred and fifty dollars the value of said land and buildings, after deducting my fees, and for no more.

John Pettingill D. Sheriff.

20

Fees—Service	.23
Travel	.05
Poundage	4,50
Attendance with appraisers	,83
Notifying Appraisers	1,00
fee Justice swearing appraisers	,51
Return	,88
fee for Recording	1,00
hand Appraisers	6,50
	$15,50

October 19, 1839. This may certify that I have this day received full seizen and possession of the above described tract of land and buildings thereon by John Pettingill Deputy Sheriff

John A. Gault

Received and Recorded Nov. 12th 1839.
Examined. Mitchell Gilmore Junr. Register.

21

Ex. Nathan Sawyer v Alley. March Term 1840.

State of New Hampshire
Merrimack Ss.

To the Sheriff of any County in this State, or his Deputy.
Greeting.

E. S.

Whereas Nathan Sawyer of Henniker in said County gentleman administrator of the goods and Estate which were of John Page late of said Henniker, Yeoman, deceased, intestate, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1839 recovered Judgment against Daniel B. Alley of Henniker in said County Yeoman otherwise called Daniel B Alley of Lynn in the County of Essex & Commonwealth of Massachusetts, Yeoman,

123.11 For the sum of one hundred and twenty three Dollars
6.64 Eleven cents debt or damages, and Six Dollars, sixty four
129.75 cents, cost of Suit, as to us appears of Record, whereof execution
.17 remains to be done

We command you, that you of the goods, chattels, or Lands of the said Daniel within your precinct, you cause to be paid and satisfied unto the said Nathan to the value thereof in Money, the aforesaid Sums, being $129.75 in the whole with 17 cents more for this Writ; and that you also satisfy yourself for your own fees. And for want of goods Chattels, or Lands of the said Daniel to be by him shewn unto you, or found within your precinct, to the acceptance of the said Nathan to satisfy the sums aforesaid: We command you to take the body of the said Daniel B. and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full Sums above mentioned, with your fees; or that he be discharged by the said Nathan the Creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this writ, with your doings thereon unto our said Court of Common Pleas to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of March next.

Witness Joel Parker Esq. at Concord, the 25th day of September Anno Domini 1839.

S. G. Bacheler — Clerk

Merrimack Ss.

October 14th 1839. Personally appeared Robert M. Wallace, Jacob Rice, and David L. Boyd and made Oath that they would faithfully and impartially appraise such lands tenements and hereditaments as should be shewn to them as the Estate of the within named Dan'l B. Alley.

Before me John F. Prentiss Justice Peace.

Ex^n Sawyer v Alley March Term 1840

We the subscribers having carefully and attentively examinied a tract of Land shewn to us as the Estate of the within named Alley, being part of Lot number fourteen in the second Range of Lots in Hennicker in said County it containing about seventeen acres, bounded as follows Beginning at a Stake and Stones at the northeast corner of said lot, thence running South 82° West, by land of George Connor, 55 rods to a stake and Stones, thence south 16° E. by land of said Connor, 50 Rods to a Stake, thence North 82° E. by land of Ezekiel Smith. 55 rods to land of Edmund Whitman - thence north 16° W. by land of said Whitman to the bound first mentioned - do upon our oaths say, that the same is of the value of one hundred and thirty six dollars and no more, and We have set off the tract aforesaid and assigned the same to the said Sawyer the Creditor within named, in part Satisfaction of the within Execution -

R. M. Wallace
Jacob Rice
Daniel L. Caysmell

Merrimack ss. November 22, 1839. In pursuance of the of Nathan Sawyer the creditor within named I have extended the within execution upon the tract of land above described in the manner following, viz, I caused three appraisers to be chosen that is to say Robert M. Wallace by the creditor within named Jacob Rice who was chosen by myself and Daniel L. Caysmell who was also chosen by me ~~by him~~ for the said Daniel B. Alley the debtor within named the said debtor not residing within the said County of Merrimack and not having notified me of any appraiser by him chosen on his part, the said R. M. Wallace Jacob Rice and Daniel L. Caysmell being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oaths said that the above described tract of land shewn to them as the Estate of the aforesaid debtor was of the value of one hundred and thirty six dollars and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part Satisfaction of this Execution and my fees and I have delivered possession and siezin of the said tract of land to the said Nathan Sawyer the Creditor within named. I therefore return this execution satisfied as aforesaid in part to wit, for the sum of one hundred and twenty dollars and ninety seven cents being the residue of the said sum of one hundred and thirty six dollars the value of said land after deducting my fees and for no more.

Robert Wallace Deputy Sheriff

Received and Recorded Dec. 4, 1839.
Examined Mitchel Gilmore Register.

27

Fees

Summoning appraisers	.50
Appraisers	4.50
Surveyor	1.50
Chairman	2.00
Service	.23
Travel	.75
Poundage	2.55
Advertising and Notice	2.00
Recording	1.00
	$15.03

Exon Ames v. Sargent Merch Term 1840

State of New Hampshire

Merrimack ss

L.S.

To the Sheriff of any County in this State, or his Deputy Greeting.

Whereas Jason R. Ames of Bradford in said County Physician, by the consideration of our Justices of our Court of Common Pleas holden at Concord within and for the County of Merrimack on the third Tuesday of September Anno Domini 1839 recovered Judgement against Asa Sargent of Sutton in said County Yeoman,

353.74 For the sum of three hundred and fifty three dollars
16.60 seventy four cents debt or damages, and sixteen dollars
3.70.34 sixty cents Cost of suit as to us appears of Record, whereof
1/4 Execution remains to be done;

We commanded you, therefore, that of the goods, chattels, or lands of the said Asa within your precinct, you cause to be paid and satisfied unto the said Jason to the value thereof in money, the aforesaid sums, being $370.34. in the whole with 1/4 cents more for this Writ; and thereof also satisfy yourself for your own fees. And for want of goods Chattels or Lands of the said Asa to be by him shewn unto you, or found within your precinct, to the acceptance of the said Jason to satisfy the sums aforesaid; We commmand you to take the body of the said Asa and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Jason the Creditor, or otherwise by order of Law,

Hereof fail not, and make due return of this Writ, with your doings thereon, unto our said Court of Common Pleas to be holden at Concord, in our County of Merrimack aforesaid on the third Tuesday of March next.

Witness,-Joel Parker Esqr, at Concord the 25th day of September Anno Domini 1839.

N. G. Badger Clerk.

Merrimack ss, Oct. 22. 1839. Then Harrison D. Robertson Nathan Walker and Henry H. Hammons personally appeared and made oath that they would faithfully and impartially appraise such Lands and tenements as should be shewn them as the Estate of the within named Asa Sargent to satisfy the within Execution;

Before me-Franklin Symonds Justice of Peace

We the Subscribers having carefully & attentively Examined a tract of Land shewn us as the estate of the within named Asa Sargent situated in said Sutton and bounded as follows Beginning on the west side of the highway leading by the dwelling house of said Sargent at the northerly post of bars for the pasturey across the brook and to the pasture this is also a parcel of Land set off to Luther Farley and A. M. Chase from thence running Southerly on the highway about two

& a half to a Stake & Stones on the line of Land previously set off to Daniel George of Manor - thence by said Georges land Westerly twenty rods to a Stake & Stones - thence by said Georges land South Eleven degrees East one hundred and one rod to a Stake & Stones in the South end line of the said Sargents lot of Land thence by the lot line South Eighty Seven West thirty five rods to a Stake & Stones at the southwest corner of said lot - thence by the west line of the the lot North fifteen degrees west one hundred twenty one & a half rods to a beech tree marked for the northwest corner bounds - thence by the north line of the lot Easterly twenty one rods to a Stake & Stones a bounds of land set off to the above mentioned Luther Farley & A. McClure - thence by said Farley & Chases land South fifteen degrees East twenty one rods to a Stake and stones thence by said Farleys & Chases land Easterly forty two & three quarter rods to the first mentioned bounds containing twenty six acres. We have also examined an other tract of land the estate of the within named Asa Sargent of Sutton bound as follows - beginning at the northeast corner bound of the lot of land on which the said Asa Sargent resides, thence westerly by the north line of the lot twenty four rods to the above mentioned highway - thence by the highway South fifty eight degrees East thirteen rods to a Stake & Stones thence north thirty three East two & one half rods to a Stake & Stones thence South fifty Eight degrees East passing on the back side of said Sargents dwelling house & on the front side of the Shed three rods to a Stake & Stones - thence South thirty three East two & a half rods to a Stake & Stones - thence by the highway South thirty fourteen rods to a Stake & Stones - thence Easterly three & three fourths rods to a Stake & Stones. thence by the East line of the lot North Eleven degrees West twenty three rods to the first mentioned bounds containing one acre & one hundred & thirty three rods, Do upon our oaths say that the above described tracts of land with the Barn & Shed thereon are of the value of three hundred & Eighty three Dollars & Sixteen cents & no more and We have set off the same lands by metes and bounds as aforesaid in Satisfaction of the within Execution

Warner Oct 22, 1839.

H. D. Robertson
Nathan Walker
H. H. Harriman

Merrimack Ss. October 22, 1839. In pursuance of the directions of Jason H. Ames the creditor within named I have extended the within Execution upon the tracts of land above described in the manner following (viz) I caused three appraisers to be chosen, that is to say Harrison D Robertson by the creditor within named, Nathan Walker who was chosen by myself and Harrison H. Harriman who was chosen also by me for the said Asa Sargent the debtor within named the said debtor having been duly notified and requested by me to choose an appraiser and having neglected and refused so to do. the said Harrison D Robertson Nathan Walker and Henry H. Harriman being all reputable freeholders and residents in said County of Merrimack who being Sworn before a Justice of the Peace faithfully and -

24

Ex^n^ Ames V. Sargent March Term 1840.

impartially to appraise such Lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oath, said that the above described tracts of Land with the buildings thereon shewn to them as the Estate of the aforesaid debtor was of the value of three hundred Eighty three dollars and Sixteen cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid, at that sum in Satisfaction of this Execution and my fees, and I have delivered possession and seizin of the said tracts of Land to the said Jason H. Ames the creditor within named, I therefore return this Execution fully satisfied as aforesaid.

Fees-

Travel & Service	$1.43
Poundage	4.96
attending with appraisers	.84
Notifying Def^t^ appraisers	1.00
administering oath to do-	.17
making return	1.00
Fee for Recording	1.25
Fees appraisers	3.00 $12.65

Franklin Symonds Dep^t^ Sheriff.

October 22, 1839 This may certify that I have this day received full seizin and possession of the above described tracts of land by Franklin Symonds D. Sheriff

Jason H. Ames

Received & Recorded December 10th 1839,
Examined Mitchell Gilmore Jr. Register.

Ex^n^ Thompson V. Sargent March Term 1840.

State of New Hampshire

Merrimack ss-

To the Sheriff of any County in this State or his Deputy Greeting.

Whereas, Robert Thompson of Warner in said County Trader by the consideration of our Justices of our Court of Common Pleas holden at Concord within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1837 recovered Judgement against Asa Sargent of Sutton in said County Yeoman,

71.38 For the sum of seventy one dollars thirty Eight cents
5.42 debt or damages, and five dollars forty two cents Cost of suit
76.80 as to us appears of Record, whereof Execution remains to
85 be done;

We command you therefore, that of the Goods, chattels, or lands of the said Asa within your precinct, you cause to be paid and satisfied unto the said Robert the debt thereof in money, the aforesaid sums being $76.80 in the whole with 85 cents more for this and former Writs; and thereof also satisfy yourself for your own fees.

Exn Thompson v. Sargent March Term 1840

Hereof fail not, and make due return of this Writ with your doings therein unto our said Court of Common Pleas, to be holden at Concord in our County of Merrimack aforesaid on the Third Tuesday of March next.

Witness Joel Parker. Esq. at Concord the 25th day of September Anno Domini 1839—

S. C. Badger Clerk

Merrimack Ss. October 22d. 1839. Then Harison D. Robertson Nathan Walker and Henry H. Harriman personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Asa Sargent to satisfy this Execution.

Before me Franklin Simonds Justice of Peace

We the subscribers having carefully and attentively examined a tract of land and a dwelling house thereon, shewn to us as the Estate of the within named Asa Sargent Situated in said Sutton which tract of land is bounded as follows - Beginning at a Stake & Stones on the East Side of the highway which passes said Sargents dwelling house - thence north thirty three degrees & thirty minutes East two & a half rods to Stake & Stones - thence South fifty Eight degrees East three rods to a Stake & Stones - thence South thirty three degrees & thirty minutes West to a Stake & Stones - thence northerly by the highway three rods to the first mentioned bounds - containing seven rods of land - Do upon our oaths say, that the same land & dwelling house thereon is of the value of Eighty seven Dollars & twenty cents & no more, and we have set off the same by metes & bounds as aforesaid in satisfaction of the within Execution

Sutton October 22d - 1839 -

Harison D. Robertson
Nathan Walker
Henry H. Harriman

Merrimack Ss - October 22d. 1839 In pursuance of the directions of Robert Thompson the Creditor within named I have extended the within Execution upon the tract of land above described in the manner following, viz. I caused three appraisers to be chosen that is to say, Harison D. Robertson by the creditor within named Nathan Walker who was chosen by myself and Henry H. Harriman, who was also chosen by myself for the said Asa Sargent the debtor within named the said debtor having been duly notified and requested by me to choose an appraiser and having refused and neglected so to do: the said Harison D. Robertson Nathan Walker and Henry H. Harriman being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oath said that the above described tract of Land with the dwelling house thereon shewn to them as the Estate of the above named debtor was of the value of Eighty Seven dollars and twenty cents and no more, and the said

26

9 cu
1

Exn Thompson v. Sargent March Term 1840

appraisers set off the same land by metes and bounds as aforesaid at their sum in satisfaction of this execution and my fees once on the fifth day of December A.D. 1839 I delivered possession and seizin of the said tract of Land and dwelling house thereon to the said Robert Thompson the creditor within named. I thereon return this execution fully satisfied as aforesaid

Fees-

Service	.23
Travel	.20
Poundage	1.81
attending with appraisers & giving pl't possession —	.90
Notifying Pl't of appraisers	1.00
administering oath to do.	.17
Deed — do	3.00
making return	1.00
Fees for Recording	1.25 $9.55

Franklin Simonds Dep. Sheriff

December 5th 1839 This may certify that I have this day received full possession and seizin of the above described tract of Land and dwelling house by Franklin Simonds Dep. Sheriff

Robert Thompson

Received & Recorded December 10th 1839

Examined

Mitchel Gilmore Jr Register.

Exn Farley & a v. Sargent March Term 1840.

State of New Hampshire

Merrimack ss.

To the Sheriff of any County in this State or his Deputy Greeting.

E. S. S.

Whereas, Luther Farley Physician and Albert M. Clesse Trader both of Brentford in Sevier County Partners in Trade under the firm of Farley & Clesse by the consideration of our Justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1839, recovered Judgement against Asa Sargent of Sutton in said County Yeoman,

24.59 For the sum of twenty four Dollars fifty nine cents
12.20 debt or damages, and twelve Dollars twenty cents Cost of suit,
36.79 as to us appears of Record, whereof Execution remains to be done,
17

We command you therefore, that of the Goods, Chattels, or Lands of the said Asa Sargent within your Precinct, you cause to be paid and satisfied unto the said Luther & Albert to the value thereof in money the aforesaid sums being $36.79 in the whole with 17 cents more for this Writ; and thereof also satisfy yourself for your own fees. And for want of Goods Chattels, or Lands of the said Asa to be by him shewn unto You or found within your Precinct, to the acceptance of the

Exn. Surley & al. vs. Sargent March Term 1840

Seized Luther & Albert to satisfy the sums aforesaid:
We command you, to take the body of the said Asa and him commit unto Either of our Gaols within your precinct and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees; or that he be discharged by the said Luther & Albert the Creditors or otherwise by order of Law.
Hereof fail not, and make due return of this Writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid on the third Tuesday of March next.

Witness Joel Parker Esqr. at Concord the 25th day of September Anno Domini 1839—

S. C. Badger. Clerk.

Merrimack ss. October 22d. 1839 Then Harrison D. Robertson Nathan Walker, and Henry H. Hamman personally appeared and made oath, that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named Asa Sargent to satisfy the within execution.

Before me—Franklin Simonds Justice of the Peace.

We the subscribers, having carefully and attentively examined a tract of land shewn us as the estate of the within named Asa Sargent situated in Sutton and bounded as follows. beginning at a Stake & stones in the northerly line of the lot of land on which the said Asa Sargent resides on the west side of the highway from thence running on the highway South fifty eight degrees East twenty eight rods to a post on the north side of the entrance of a passway leading to the pasture Land—thence South eighty five degrees West nineteen rods to a Stake & Stones—thence South Eighty seven degrees west twenty three & three fourths rods to a Stake & stones—thence north fifteen degrees West twenty one rods to a Stake & stones in the north line of the lot thence by the line of the lot North Eighty seven degrees east twenty three rods to the bounds first mentioned containing four acres, Do upon our oaths say, that the same tract of land is of the value of forty six dollars and one cent and no more, and the same set off the same land by metes and bounds as aforesaid, in satisfaction of the within Execution.

Sutton Oct. 22d 1839—

Harrison D. Robertson
Nathan Walker
Henry H. Hamman

Merrimack ss. October 22—1839. In pursuance of the directions of Luther Farley and Albert M. Chase the Creditors within named I have extended the within Execution upon the

28

Exn Farley & ux v. Sargent Merch Term 1840

tract of Land above described in the manner following viz, I caused three appraisers to be chosen that is to say Harrison D. Robertson by the creditors within named Nathan Walker who was chosen by myself and Henry H. Hamman who was also chosen by myself for the said Asa Sargent the debtor within named; the said debtor "having been duly notified and requested by me to choose an appraiser and having refused and neglected so to do, the Harrison D. Robertson, Nathan Walker and Henry H. Hamman being all reputed freeholders and residents in said County of Merrimack; who being sworn before a Justice of the peace faithfully and impartially to appraise such Lands and tenements as should be shown to them as the estate of the within named debtor upon their oath said that the above described tract of Land shown to them as the Estate of the aforesaid debtor was of the value of forty six dollars and one cent and no more and the said appraisers set off the same Land by metes and bounds as aforesaid, at that sum in satisfaction of this Execution and my fees, and I have delivered possession and livery of the said tract of Land to the said Luther Farley and Albert H. Chase the creditors within named. & thereupon return this Execution fully satisfied as aforesaid

Fees-

Service	23
Travel	20
Poundage	1,36
attending with appraisers	,84
Notifying Deft. to appoint	1,00
administering oath to do	,17
to appraisers & surveyor	3,00
making return	1,00
fee for Recording	1,25 $9,05

Franklin Simonds Dep. Sheriff

October 22- 1839 This may certify that we have this day viewed full livery and possession of the above described tract of land by Franklin Simonds Dep. Sheriff.

Luther Farley
A. H. Chase

Received & Recorded Dec. 10. 1839.
Examined- Mitchell Gilmore Jr.
Register.

25

Exⁿ Collins vs. French Hebj. Term Hillsb'g. Co. 1840

The State of New Hampshire

Hillsborough ss.

To the Sheriff of any County in this State or his Deputy Greeting.

L.S.

Whereas James Collins of Goffstown in said County blacksmith, by the consideration of our Justices of our Court of Common Pleas holden at Amherst, for and within our County of Hillsborough on the third Tuesday of August Anno Domini, 1839, recovered Judgement against Joseph French of Allenstown in our County of Merrimack Yeoman For the Sum of seventy five dollars twelve cents debt or damages and ten dollars thirty six cents cost of suit as to us appears of Record whereof Execution remains to be done

75=12
10=36
85=48
,17

We commmand you therefore that of the goods, chattels or lands of the said French within your precinct, You cause to be levied and satisfied unto the said Collins at the value thereof in Money, the aforesaid Sum being Eighty five dollars forty eight cents in the whole with damages cents more for this Writ, and therefore also to satisfy yourself for your own fees. And for want of Goods Chattels or lands of the said French to be by him shewn unto you, or found within your precinct to the acceptance of the said Collins to satisfy the sums aforesaid We commmand you to take the body of the said French and him commit unto our Gaol within your precinct and detain in your custody within our said Gaol until he pay the full Sums above mentioned, with your fees, or that he be discharged by the said Collins the creditor or otherwise by order of Law. Hereof fail not, and make due return of this Writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Amherst, in our County of Hillsborough aforesaid on the first Tuesday of February next.

Witness Joel Parker, Esq, at Amherst the 6th. day of September Anno Domini 1839.

A. Wallace Clerk.

Merrimack ss October 4th. 1839. Then Samuel Coggin, Joseph S. Senter and William Haseltine personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Joseph French to satisfy the within Execution.

Jeremiah H. Wilkins Jus. of the Peace.

We the subscribers having carefully and attentively examined a tract of land shewn to us as the Estate of the within named Joseph French, situated in Allenstown in said County, and bounded as follows, to wit. Beginning on the Easterly side of the Highway leading from Pembroke village, so called, to Hooksett, at the northwesterly corner of the School House lot, thence north thirteen degrees East seventeen rods by said Highway to a Stake in the fence thence South eighty seven degrees East seventeen rods to a Stake and Stones, thence South thirteen degrees west twenty one rods to a

30

Exr Collins vs French & Jeb. Jenn Kills bl Co 1840

Highway, thence by said road north Eighty Seven degrees west thirteen rods to the school house lot, thence north thirteen degrees East by said school house lot four rods, thence west to Eighty Seven degrees west by said school house lot four rods to the highway at the place of beginning containing two acres.

Also one other tract Situate in said Allenstown and bounded as follows, to wit, Beginning on the Easterly side of the highway leading from Pembroke Village to Hooksett at the Southwest corner of land of William Haseltine, thence South Eighty Seven degrees East thirty Eight rods to a Stake, thence South thirteen degrees west twenty nine rods to a highway thence by said road north Eighty Seven degrees west twenty one rods to the first described piece thence north thirteen degrees East by the first described piece twenty one rods to a Stake and stones, thence north eighty Seven degrees west by said first described piece Seventeen rods to the highway first named, thence north thirteen degrees East eight rods to the place of beginning containing about five acres, do upon our oaths say that the interest of the within named Joseph French in the same tracts of land, being an interest in fee in the first described tract, and being a reversion in fee dependent on an Estate in the same land for the life of Robert Buntin and Betsey Buntin his wife and the Survivor of them, in the last described piece is of the value of one hundred and three dollars and fifty seven cents and no more, and we have set off the same tracts of Land by metes and bounds as aforesaid, in Satisfaction of the within execution &

October 4th 1839.

Sam[l] C Coffin
Joseph[h] S. Lund
William Haseltine

Merrimack Co. October 4, 1839.

In pursuance of the directions of James Collins the Creditor within named, I have extended the within Execution upon the tract of land above described in the manner following viz, I caused three appraisers to be chosen, that is to say, Joseph S Lund by the Creditor within named, William Haseltine by the debtor within named and Samuel Coffin, who was chosen by myself the said Jas. S Lund, William Haseltine and Samuel Coffin, being all reputable freeholders and residents in said County of Merrimack, who being Sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements, as should be shown to them as the Estate of the within named debtor, upon their oaths said that the above described tract of land shown to them as the Estate of the aforesaid debtor was of the value of one hundred & three dollars & fifty seven cents and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at their sum in Satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tract of land

Ex^n Collins vs. French Feby. Term Hills^b Co. 1840

To the Saied James Collins, the Creditor within named
Sir upon return this Execution fully satisfied as Commanded

FEES Summons & travel ,68
Travelage 2,96
Paid Justice fees ,50
Attendance ,83
travel to set off ,45
noteifying Appraisers 1,50
Return 1,00
Recording 1,00
Paid Surveyor 1,00
" Appraisers 8,00 $17,92

John Pettingill D. Sheriff

October 4. 1839. This may certify that I have this day received full seizen in and possession of the above discribed tracts of land by John Pettingill Deputy Sheriff

S. G. Badger - attorney

Received and Recorded February 3. 1840.
Examined —
Miletus Thurston Junr Regr

Ex^n Foster & al. v. French March Term 1840

State of New Hampshire

Merrimack, ss.

To the Sheriff of any County in this State, or his Deputy Greeting

Whereas Orin Foster and James H Swett both of Concord in said County Traders and joint partners in trade doing business under the firm of Foster & Swett by the consideration of our justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of September Anno Domini, 1839 recovered Judgement against Joseph French of Hooksett in said County Yeoman for the sum of two hundred & thirty Eight, Dollars fifty one cents, debt or damages, and eleven dollars fifty eight cents, cost of suit, as to us appears of Record whereof Execution remains to be done;

We command you, therefore, that of the goods, Chattels, or lands of the said Joseph within your precinct, you cause to be paid and satisfied unto the said Orin & James to the value thereof in money, the aforesaid sums, being 250,09, in the whole with 17 cents more for this writ, and thereof also satisfy yourself for your own fees, And for want of goods, Chattels, or lands of the said Joseph to be by him shewn unto you, or found within your precinct to the acceptance of the said Orin & James to satisfy the sums aforesaid: We command you to take the body of the said Joseph and him commit unto either of our Goals within your precinct, and detain in your custody within our said goal until he pay the full sums above mentioned, with your fees or that he be discharged by the said Orin & James the creditor or - otherwise by order of Law

L.S.

238,51
11,58
250,09
17

32

Herof fail not, and make due return of this writ, with your doings therein unto our said court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid on the third Tuesday of March next.

Witness, Joel Parker Esq, at Concord the 25th day of September Anno Domini 1839

S C Badger, Clerk,

Merrimack ss. October 4, 1839. Then Samuel Coffin Joseph S Lund and William Hasseltine personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shown them as the estate of the within named Joseph French to satisfy the within execution

Jeremiah H Wilkins Just. of the Peace

We the subscribers having carefully and attentively examined a tract of land shewn to us as the estate of the within named Joseph French situated in Allenstown in said County and bounded as follows to wit Beginning on the highway leading from Pembroke village so called to Hooksett at the northeasterly corner of land of James C Emery on the westerly side of said highway, thence north eleven degrees east ten rods to a stake thence north eighty seven degrees west about one hundred and sixty rods to Merrimack river, thence southerly by said Merrimack river twenty seven rods and three links to a stake by land of James C Emery, thence south eighty seven and a half degrees east sixty seven rods and four links to a stake thence north eight degrees east eighteen rods to a stake, thence south eighty seven degrees east eighty eight rods by said Emerys land to the place of beginning, do upon our oaths say that the interest of the said Joseph French in the same tract of land being a reversion in fee dependent on an estate in the same land for the life of Robert Buntin and Betsey Buntin his wife and of the survivor of them, is of the value of Two hundred seventy two dollars and no more, and we have set off the same tract of land by metes and bounds as aforesaid, in satisfaction of the within execution, October 4, 1839

Sam Coffin
Joseph S Lund
Wm Hasseltin

Merrimack ss. October 4 1839, In pursuance of the directions of Foster & Sweett the Creditors within named, I have extended the within execution upon the tract of land above discribed in in the manner following, viz, I caused three appraisers to be chosen that is to say Joseph S Lund by the Debtors within named William Hasseltin by the debtor within named and Samuel Coffin who was chosen by myself the said Joseph S Lund William Hasseltine and Samuel Coffin being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor upon their oath said that the above discribed tract of land shewn to them as the estate of the aforesaid debtor was of the value of two hundred seventy two dollars and no more, and the said appraisers set off the same land by meter and bounds as aforesaid, at that sum in satisfaction of this execution and my fees, And I have delivered possession and seizen of the said tract of land to the said Foster & Sweett the Executors within named I therefore return this Execution fully satisfied as aforesaid

Ex.n Ora. Foster-tal v. Jr. Franch March Term 1840

Fees service & travel — 68
Poundage 5,75c
Attendance & Expence 2,36
Travel to set off ,45c
Notifying Appraisers 1,50
Return 100 Recording 1,00 — 2.,00
Paid Appraisers 8,00
Paid Surveyor 1,00 $21,75

John Pettingail D Sheriff

Merrimack ss October 4. 1839. This may certify that I have this day received full seizin and possession of the above decribed tract of land by John Pettingell Deputy Sheriff, Foster & Swett

Received and Recorded February 11th 1840

Mitchel Gilmore Register.

Ex.n G. W. Ela v. Horatio Hill March Term 1840

Ela.

State of New Hampshire

Merrimack ss.

To The Sheriff of any County in the State, or his Deputy, Greeting.

2,57
10,64
26,84
17

Whereas, George W Ela of Concord in said County Printer by the consideration of our Justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of September Anno Domini, 1839 recovered judgment against Horatio Still of the City of New York in the County and State of New York Gentleman — for the sum of two hundred & fifty seven Dollars, debt or damages, and ten Dollars, eighty four Cents Cost of Suit, as to us appears of Record, whereof Execution remaines to be done; We command you, therefore that of the Goods, Chattels, or Lands of the said Horatio within your precinct, you cause to be paid and satisfied unto the said George to the value thereof in money, the aforesaid sums, being $26 7,84 in the whole with 17 Cents more for this Writ; and thereof also satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said Horatio to be by him shewn unto you or found within your precinct, to the acceptance of the said George to satisfy the sums aforesaid We command you to take the body of the said Horatio and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaols until he pay the full sums above mentioned, with your fees; or that he be discharged by the said George the creditor or otherwise by order of Law —

Hereof fail not, and make due return of this Writ, with your doings therein, unto our said Court of Common Please to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of march next.

Witness, Joel Parker Esqr, at Concord the 25th day of September Anno Domini 1839

S. C. Badger Clerk.

Merrimack ss October 23d 1839, Then Samuel Coffin, Richard Bradley and James Eaton personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named Horatio Still to satisfy the within Execution

Before me S. C. Badger Justice of the Peace

We the subscribers, having carefully and attentively examined a tract of land shewn to us as the estate of the within named Horatio Hill situated in Concord, in said County, and bounded as follows, to wit: Beginning on the southerly line of George Porters house lot fifty eight feet easterly from Green Street; thence running easterly fifty eight feet to a stake; thence southerly at right angles, thirty two feet to a stake thence westerly parallel with the first

34

Ex.n George W. Ela v Horatio Hill March Term 1840

line fifty eight feet to a stake; thence northerly at right angles, thirty two feet to the bound begun at, together with a common right of way from Green street easterly one hundred and sixteen feet by the southerly line of said land eight feet wide, do upon our oaths say, that the same tract of land and right of way is of the value of one hundred and fifty dollars and no more, and we have set off the same land by metes and bounds as aforesaid, in satisfaction of the within execution,—

October 23, 1839,

Saml Coffin
Richd Bradley
James Eaton

Merrimack ss October 23, 1839, In pursuance of the derections of George W Ela the creditor within named I have extended the within Execution upon the tract of land above described in the manner following viz I caused three appraisers to be chosen that is to say Richard Bradley by the creditor within named, Samuel Coffin who was chosen by myself, and James Eaton who was chosen also by me for the said Horatio Hill the debtor within named, the said debtor not residing within the said County of Merrimack and not having notified me of any appraiser by him chosen on his part, the said Richard Bradley Samuel Coffin and James Eaton being all reputable free-holders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor upon their oath said that the above described tract of land shewn to them as the estate of the aforesaid debtor, was of the value of one hundred & fifty dollars and no more, And the said appraisers set off the same land by metes and bounds as aforesaid at that sum, in satisfaction of this execution and my fees and I have delivered possesion and seizin of the said tract of land to the said Geo. W Ela the creditor within named, I therefore return this Execution satisfied as aforesaid in part to wit for the sum of one hundred & thirty nine dollars and eighty eight Cents being the residue of the said Sum of one hundred & fifty dollars the value of said land after deducting my fees and for no more

Fees Service & travel	28	
Boundaye	2,78	
Attendance with appraisers	63	
Notifying Appraisers	1,00	
Paid Justice Swaring Appraisers	51	
Return	75	
Paid for Recording	1,00	
Paid Appraisers	3,00	$10,12

John Pettingill D Sheriff

Merrimack ss, October 23, 1839, This may certify that I have this day received full seizen and possesion of the above described tract of land by John Pettingill D Sheriff

G. W. Ela

Received and Recorded February 11th 1840

Examined

Mitchel Gilmore jr Register

36.

Com. John Nesmith vs. James Burnham March Term 1840

State of New Hampshire

Merrimack, ss.

To the Sheriff of any County in this State, or his Deputy

Greeting

L.S.

598.. 53
13 58
612.. 11
17

Whereas John Nesmith of the city of Lowell in the County of Middlesex and Commonwealth of Massachusetts, Manufacturer by the consideration of our Justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack on the third Tuesday of September Anno Domini 1839 recovered judgment against James Burnham of Hooksett in said County Yeoman and of John A Burnham, Asa R Burnham and James Burnham all of Windham in our County of Rockingham Manufacturers and Samuel D. Bacon of the city of Washington in the District of Columbia Gentleman for the sum of five hundred & ninety eight Dollars fifty three cents debt or damages and thirteen dollars fifty eight cents cost of suit as to us appears of record, whereof Execution remains to be done,

We command you therefore, that of the goods, chattels, or lands of the said, James, John Asa James & Samuel within your precinct, you cause to be paid and satisfied unto the said Nesmith to the value thereof in money the aforesaid sums, being $612, 11, in the whole with 17 cents more for this Writ, and thereof also satisfy yourself for your own fees, And for want of Goods chattels, or lands of the said James John, Asa, James & Samuel to be by them shewn unto you or found within your precinct, to the acceptance of the said Nesmith to satisfy the sums aforesaid: We command you to take the bodies of the said James, John, Asa, James & Samuel and them commit unto either of our Jails within your precinct, and detain in your custody within our said Jail until they pay the full sums above mentioned with your fees or that they be discharged by the said Nesmith the creditor, or otherwise by order of law. Hereof fail not and make due return of this writ with your doings therein unto our said Court of Common Pleas, to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of March next,

Witness- Joel Parker, Esq., at Concord the 25th day of September Anno Domini 1839

S. C. Badger - Clerk

Merrimack ss, October 24, 1839 then Samuel Coffin Joseph Blanchard and Samuel Melvin personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named James Burnham to satisfy the within execution

John Pettingill Justice of the peace

We the subscribers, having carefully and attentively examined a tract of land with the buildings thereon situated in Hooksett in said County and shewn to us as the estate of the within named James Burnham, and being a part of lot number sixty three in the fourth division of lots as laid out in the town of Chester and bounded as follows to wit Beginning at a stake and stones being the south west corner of said lot thence running North three degrees west sixty one rods and fifteen links to a stake in the wall thence north eighty seven and three fourths degrees east by land of Simeon Tanner nineteen rods to a stake thence south sixty and a half degrees East by said Tanners land one hundred and five rods to a stake and stones to land of Moses Davis and John Ferguson thence south about four degrees east by said Davis and Fergusons land about sixty rods to a stake to land of Richard H Ayers, thence by said Ayers land north sixty

36

Exn John Kennitt vs. James Burnham March Sessn 1840

five degrees west one hundred and twenty two rods to the place of beginning containing about sixty four and a third acres to upon our oaths say that the same tract of land with the buildings thereon is of the value of six hundred and forty dollars and no more and we have set off the same tract of lands by metes and bounds as aforesaid in satisfaction of the within execution

October 24, 1839

Samuel Coffin
Samuel Melvin
Josepha Blanchard

Merrimack ss, October 24, 1839 In pursuance of the directions of John Kennith the Creditors within named I have extended the within Execution upon the tract of land above discribed in the manner following viz, caused three appraisers to be chosen that is to say Joseph Blanchard by the creditor within named Samuel Melvin by the debtor within named and Samuel Coffin who was Chosen by myself the said Joseph Blanchard, Samuel Melvin and Samuel Coffin being all reputable freeholders and Residents in said County of Merrimack who being first sworn before a Justice of the Peace faithfully and impartially to appraise such land and tenements as should be shewn to them as the estate of the within named James Burnham the debtor upon the oath said that the above discribed tract of land shewn to them as the estate of the aforesaid debtor was of the value of six hundred & forty dollars and no more. and the said appraisers set off the same land by metes and bounds aforesaid at that sum in satisfaction of this Execution and my fees and I have delivered Possession and seizin of the said tract of land to the John Kennith the creditor within named I therefore return this Execution fully satisfied as aforesaid.)

Fees Service & travel	$1,00
Poundage	5,88
Attendance with appraisers	88
Travel to set off land	75
Applying appraisers	3,00
Return & certify	1,00
Recording Execution	1,00
Paid Appraisers expenses	11,80
Paid Surveyor	2,00
Paid Justice fees	51 $27,73

John Pettingill D Sheriff

October 24, 1839 This may certify that I have this day received full seisin and Possession of the above discribed tract of land by John Pettingill Deputy Sheriff

C H Peaslee
Atty for Pltf

Received & Recorded March 14, 1840

Examined Miletus Tilton Jr Register

Exn. Mechanicks Bank vs. Joseph French March Term 1840

State of New Hampshire

Merrimack SS,

To the Sheriff of any County in this State or his Deputy Greeting

L.S.

Whereas The President Directors and Company of the Mechanicks Bank by the consideration of our Justices of our Court of Common Pleas holden at Concord within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1839. recovered Judgement against John French of Hooksett in said County Yeoman

376.57
11.58
388.15
.17

For the Sum of three hundred and Seventy Six dollars fifty seven cents debt or damages, and Eleven dollars fifty Eight cents Cost of suit, as to us appears of Record. whereof Execution remains to be done;

We command you, therefore, that of the goods, Chattels, or Lands of the said Joseph within your precinct you cause to be paid and satisfied unto the said Bank to the value thereof in money, the aforesaid Sums being $388.15 in the whole with 17 cents more for this Writ; and therefore also satisfy yourself for your own fees. And for want of Goods Chattels or Lands of the said Joseph to be by him shewn unto you or found within your precinct, to the acceptance of the said Bank to satisfy the Sums aforesaid: We command you to take the body of the said Joseph and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full Sums above mentioned with your fees, or that he be discharged by the said Bank the creditor or otherwise by order of Law

Hereof fail not and make due return of this Writ, with your doings thereon, unto our said Court of common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of March next.

Witness, Joel Parker, Esq, at Concord, the 25th. day of September Anno Domini 1839.

H. Badger Clerk.

Merrimack Ss. October 4th. 1839. Then Samuel Coffin Joseph S Lound and William Hazeltine personally appeared and made oath that they would partially and impartially appraise such Lands and tenements as should be shewn them as the Estate of the within named Joseph French to satisfy the within Executions

Jeremiah H. Wilkins Jus. of the Peace

We the subscribers, having carefully and attentively Examined a tract of land shown to us as the Estate of the within named Joseph French, situated in Allenstown in said County and bounded as follows, to wit, Beginning on the westerly side of the highway leading from Pembroke

38

Ex.tion Mechanicks Bank vs. Joseph French March Term 1840

Village to Hooksett, at the South Easterly corner of William Hazeltines land, thence North Eighty Seven degrees west by land of said Hazeltine about one hundred and sixty rods to Merrimack River, thence Southerly by Merrimack river twenty rods to a Stake to land set off to Foster and Sweatt thence South Eighty Seven degrees East by land set off to said Foster and Sweatt about one hundred and sixty rods to the highway aforesaid, thence North about Eleven degrees East by said highway thirty rods to the place of beginning containing about twenty acres, do upon our oaths say that the interest of the said Joseph French in the same tract of land and the buildings thereon, being a reversion in fee dependent on an estate in the same land for the life of Robert Buntin and Betsey Buntin his wife and of the Survivor of them is of the value of four hundred and Eleven dollars and forty two cents and no more, and We have Set off the same land and Buildings by metes and bounds as aforesaid, in Satisfaction of the within Execution

October 4. 1839.

Saml Coffin
Joseph S. Sound
Wm. Haseltine

Merrimack Co October 4. 1839 In pursuance of the directions of John Pettingill Esqr. for the Mechanicks Bank within named I have Extended the within execution upon the tract of land above described in the manner following, viz, I caused three appraisers to be chosen, that is to say Joseph S Sound by the creditor within named, William Haseltine by the debtor within named and Samuel Coffin who was chosen by my self, the said Joseph S Sound, William Haseltine and Samuel Coffin being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their Oath said the above described tract of land shewn to them as the Estate of the aforesaid debtor was of the value of four hundred Eleven dollars & forty two cents and no more, And the said appraisers set off the same land by metes and bounds as aforesaid, at that sum in Satisfaction of this execution and my fees, and I have delivered possession and seizen of the said tract of land to the said Mechanicks Bank the creditors within named, I therefore return this Execution fully Satisfied as aforesaid

Fees: Servin & travel	.68
Poundage	7.14
Attendance & Expense	2.33
Travel to Set off	.45
Not Copying Appraisers	1.50
Return 100. Recording 100 =	2.00
Paid Surveyor —	1.00
Paid Appraisers	8.00 $23.10

John Pettingill D Sheriff.

Merrimack Co. October 4. 1839 This may certify that I have this day received full Seizen and possession of the above described tract of land by John Pettingill Deputy Sheriff

Jno. Whipple

Received & Recorded March 14. 1840

Examined Mitchel Gilmore Jr Register

Exp.m Daniel C Atkinson vio Joseph W Clement March Term 1840

40

(LS)

76..50
1 84
86 34
Tax 17
Sums 25
Trait 5
Writing Appr
Survya 1,00
2d Appraw 3,00
surveyor 1,00
Justice 50
Pound fee 1,92
1 day Town 88
2d Depty
deeds 1,50
96,59

The State of New Hampshire
Straffords SS. = To the Sheriff of any County in this State, or his Deputy Greeting

Whereas, Daniel C Atkinson of Sandborton in said County, Esquire by the consideration of our Justices of our court of Common Pleas, holden at Dover for and within our County of Strafford, aforesaid on the third Tuesday of January Anno Domini 1840, recovered Judgement against Joseph W Clement of said Sandborton Esquire for the sum of seventy nine Dollars fifty cents debt or damages and nine dollars eighty four cents cost of suit as to us appears of record, whereof execution remains to be done we command you therefore that of the goods, chattels or lands of the said Clement within your precinct, you cause to be paid and satisfied unto the said Atkinson at the value thereof in money, the aforesaid sums being 86 dollars, 34 cents in the whole with 17 cents more for this writ and thereof to satisfy yourself for your own fees, and for want of goods chattels, or lands of the said Clement to be by him shewn unto you or found within your precinct to the acceptance of the said Atkinson to satisfy the sums aforesaid, we command you to take the body of the said Clement and him commit unto either of our gaols within your precinct and detain in your custody within our said gaol until he pay the full sums above mentioned with your fees or that he be discharged by the said Atkinson the creditor or otherwise by order of law, Hereof fail not and make return of this writ with your doings therein unto our said court of Common Pleas to be holden at Dssipee in our county of Strafford, aforesaid upon the third Tuesday of April next

Witness Joel Parker Esquire, at Dover, the third day of February Anno Domini 1840

T Cogswell Clerk

Merrimack SS, February 11. 1840 Then Peter Wadleigh, James Cochran and Benjamin A Chase personally appeared and made Solemn oath that they would faithfully and impartially appraise said lands & tenements as should be shown them as the estate of the within named Joseph W Clement to satisfy the within execution, Before me

Asa Wiste Justice of the Peace

We the Subscribers having carefully and attentively examined a tract of land shown to us as the estate of the within named Joseph W Clement and bounded as follows Beginning at the northeast corner the Lindsey meadow lot so called in Northfield thence running south eighty five rods, to J R Woodbury land to a stake thence east nineteen rods and eleven links to a stake and stones thence north forty five rods to a stake and stones - thence east seven rods and five links to a stake thence north thirty seven and one half rods to a stake on the south side of Jeremiah Smiths land thence west twenty six rods and fifteen links to the bounds first mentioned containing twelve acres and subject to life estate of Lovey Sanborn of said Northfield do upon our oaths say that the same tract of land with the incumbrance aforesaid is of the value of ninety six dollars and fifty nine cents and no more and we have set off the the same land by meets and bounds as aforesaid in satisfaction of the within execution

Febuary 12th 1840

Peter Wadleigh
James Cochran
B A Chase

40

41

Copy. Daniel C Atkinson, vs Joseph W Clement. March Term 1840

Merrimack ss. Febuary 12th 1840 In pursuance of the directions of Daniel C Atkinson the creditor within named I have extended the within execution upon the tract of land above discribed in the manner following viz I caused three appraisers to be chosen that is to say, Peter Sadleigh by the creditor within named Benjamin A Chase was chosen by myself and James Cochran who was also chosen by myself for the said Joseph W Clemment the debtor within named the said debtor having been duly notified and requested by me to choose an appraiser and having refused and neglected so to do the said Peter Sadleigh Benjamin A Chase and James Cochran being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor upon there oath said that the above discribed tract of land shewn to them as the estate of the aforesaid debtor was of the value of ninety six dollars and fifty nine cents and no more and the said Appraiser set off the same land by meats and bounds as aforesaid at the same sum in satisfaction of this execution and my fees and I have delivered possession and seizen of the said tract of land to the said Daniel C Atkinson the creditor within named I therefore return this execution satisfied as aforesaid

Ephraem T Sadleigh Dept Sheriff

Fees Survs	25
Travil	50
Poundage	1,97
Notifying appraisers by Surveyor	1 00
paid Justice for swearing Appraisers	50
paid appraisers	3,00
paid Surveyor	1,00
One day setting off	0 83
paid Register of deeds for Recording	1 50
	10,08

Febuary 12th 1840 this may certify that I have this day received full seizen and possession of the above discribed tract of land of Ephraem T Sadleigh Deputy Sheriff

Daniel C Atkinson

Received & Recorded March 17, 1840
Examined Mitchel Silsbee Register

Expm Jacob B Moore vs William Parker March Term 1840

568. 66
12 14
580. 80
17

State of New Hampshire
Merrimack SS. To the Sheriff of any County in this state or his Deputy Greeting

Whereas Jacob B Moore of said Concord in said County Merchant by the consideration of our Justices of our Court of Common Pleas holden at Concord within and for the County of Merrimack on the third Tuesday of September Anno Domini, 1839 recovered Judgement against William Parker of Boston in the County of Suffolk and Commonwealth of Massachusetts Merchant for the sum of five hundred & sixty eight dollars sixty six cents debt or damages and twelve dollars fourteen cents cost of suit as to us appears of record, whereof execution remains to be done We command you therefore that of the goods, Chattels or lands of the said William within your precinct you cause to be paid and satisfied unto the said Jacob to the value thereof in money the aforesaid sums being $580, 80 in the whole with 17 cents more for this writ and thereof also satisfy yourself for your own fees And for want of goods, Chattels or Lands of the said William to be by him shewn unto you, or found within your precinct to the acceptance of the said Jacob to satisfy the sums aforesaid we command you to take the body of the said William and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees, or that he be discharged by the said Jacob the creditor or otherwise by order of law Hereof fail not and make due return of this writ with your doings thereon unto our said Court of Common Pleas to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of March next

Witness Joel Parker Esq, at Concord, the 25th day of September Anno Domini, 1839
I C Pudger Clerk

Merrimack ss, October 24-1839 Then Harrison D Robertson Robert Thompson and Henry H Harriman personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named William Parker to satisfy the within execution, Before me Franklin Simonds Justice of the Peace

We the subscribers, having Carefully and attentively examined a tract of land and a dwelling house barn & a Dry house thereon shewn to us as the estate of the within named William Parker of Boston situated on the South side of the Post road in Waterloo Village in the town of Warner and County of Merrimack and the land bounded as follows Beginning at a stake & stones two rods & three fourths of a rod easterly of the Northeast corner of the dwelling house thence running South Nine degrees West thirteen & three fourths rods to a stake and stones thence South Eighty six degrees & thirty minuts west running between the Paper Mill & Dryhouse Fifteen rods to a stake & stones in the edge of the water thence North Thirty one degrees West six rods to a stake & stones thence North Five degrees & forty five minuets west seven rods to a stake & stones within a foot & a half of a post in the front part of a shed thence North eighty five degrees east one rod to a stake & stones thence due North four rods to a stake & stones on the south side of the above named road thence easterly by said road nineteen rods & one quarter to the first mentioned bounds do upon our oaths say that the same tract of land & Buildings thereon is of the value of Five hundred & ninety eight Dollars & eighty

42

Exp^m Jacob B Moore vs William Parker March Term 1840

two cents & a mo^re & we have set off the same land by metes & bounds as aforesaid in satisfaction of the within execution

Merrimack October 24 1839

Harrison D Robertson
Robert Thompson
Henry H Merriman

Merrimack ss. October 24 1839 In pursuance of the directions of Jacob B Moore the creditor within named I have extended the within execution upon the tract of land above described in the manner following viz, I caused three appraisers to be chosen that is to say Harrison D Robertson by the creditor within named Robert Thompson who was chosen by myself and Henry H Merriman who was chosen also by me for the said William Parker the debtor within named the said debtor not residing within said County of Merrimack and not having notified me of any appraiser by him chosen on his part the said Harrison D Robertson Robert Thompson and Henry H Merriman being all reputable freeholders and residents in said County of Merrimack who being sworn before me Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shown to them as the estate of the within named debtor upon their oath said that the above described tract of land with the buildings thereon shown to them as the estate of the aforesaid debtor was of the value of Five hundred ninety eight dollars and eighty two cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees and on the 18th day of Febuary A.D. 1840 I delivered possession and seizin of the said tract of land to Nathan Walker who was appointed and constituted attorney to receive seizin and possession of the said tract of land in the name of the said Jacob B Moore the creditor within named I therefore return this execution fully satisfied as aforesaid

Franklin Simonds Dep^y Sheriff

Fees

Travel & Service	28
Boundage	7,06
Attending with appraisers	84
Notifying Appraisers	1,00
Administering oath to do	17
Making return	1,00
paid for recording	1,50
pd Appraisers & Surveyor	6 00 $ 17,85

Febuary 18th 1840 this day certify that I have this day received full seizin and possession of the within described tract of land by Franklin Simonds Deputy Sheriff

Jacob B Moore
by Nathan Walker his Attorney

Received & Recorded March 17, 1840
Examined Mitchell Gilmore Jr Register

"Know all men by these presents that whereas I Jacob B Moore of the city of New York in the County and State of New York Merchant lately of Concord the County of Merrimack and State of New Hampshire at the court of Common Pleas holden at said Concord within & for said County of Merrimack on the third Tuesday of Septr A.D. 1839 recovered judgement against William Parker of Boston in the County of Suffolk in the Commonwealth of

Massachusetts Merchant for the sum of five hundred sixty eight dollars sixty six cents debt or damage and cost of suit taxed at twelve dollars and fourteen cents and whereas a certain tract of land situated in Warner in said County of Merrimack was attached on the original writ in said action bounded as by the officers return on said writ may appear Now therefore for the due levying of any execution upon the said judgement on the land so attached I have appointed and do hereby constitute and appoint Nathan Walker of said Warner Esquier my attorney for me and in my name and in my behalf to receive seizen and possession of the said land or so much of the same as shall be taken to satisfy said execution and charges for levyings aforesaid and in my name and stead to discharge the said execution for so much as the same shall be satisfied by said levy, and in all things relating to the premises to act for me as fully and effectually as I could might or ought were I personally present, hereby ratifying and confirming whatever my said attorney shall lawfully do in the premises

In witness whereof I have hereunto set my hand and seal this 6th day of February Anno Dominie eighteen hundred forty

Signed sealed and delivered in presence of us
Lucas Parsons
W^C Dillon

Jacob B Moore

State of New York City & County of New York ss.
personally appearing the above name Jacob B Moore & acknowledge the foregoing instrument & acknowledge the foregoing instrument to be his voluntary act & deed Before me
February 3d 1840 John A Morrell Commissioner for State of N Hampshire

And whereas the aforesaid debt & damage by me the aforesaid Jacob B Moore against the aforesaid William Parker in consideration of the sum of five hundred dollars to me paid by Samuel Morrell of said Concord Esquire the receipt of which is hereby acknowledge has been assigned & set over to said Samuel Morrell

Now therefore be it further known by these presents that I have appointed the aforesaid Nathan Walker and do hereby appoint him the said Walker my true and lawful attorney for me and in my name place and stead to grant bargin and sell, in consideration aforesaid unto the said Samuel Morrell his heirs and assignes, forever the aforesaid tract of land being the same set off to me in discharge of the aforesaid Execution & charges and in the officers return thereupon more fully set forth and described by meets & bounds and also for me and in my name place and stead, and as my proper act and deed to sign seal and deliver and acknowledge all such deed or deeds of conveyance as shall be necessary for the absolute granting and assuring of the premises unto the said Samuel Morrell in fee Simple

And I Mary Moore wife of said Jacob B Moore do by these presents appoint the aforesaid Nathan Walker my attorney for me and in my name and stead in consideration aforesaid to quitclaim my right of Dower in the aforesaid premises unto said Samuel Morrell his heirs and assigns forever Both hereby ratifying and confirming all such deeds and conveyances as shall at any time hereafter be sealed and executed by our said attorney concerning the premises

In witness whereof I have hereunto set my hand and seal this third day of February Anno Domini, eighteen hundred and forty
Sign sealed and delivered
in presence of us
Lucas Parsons
W^C Dillon

Jacob B Moore

State of New York City & County of New York ss. personally appearing the above named Jacob B Moore & acknowledged the foregoing instrument to be his voluntary act and deed
Before me this 6th February 1840 John A Morrill Commissioner of the State of New Hampshire

Received & Recorded March 17 1840
Examined Mitchel Silsbee Jr. Register

44

45

Cop.y Summons Sheriff Davis March Session 1840

State of New Hampshire

Merrimack SS. To the Sheriff of our County in this State or his Deputy Greeting



Whereas Samuel Speaks of Dunbarton in said County Yeoman by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack on the third Tuesday of September Anno Domini 1839 recovered judgement against Jolan Davis of Bow in said County Yeoman for the sum of one hundred fifty eight Dollars eighty

158,, 88
7 67
166 55
17
166,72

eight cents debt or damages and seven Dollars sixty seven cents cost of suit as to us appears of Record whereof execution remains to be done we command you therefore that of the goods Chattels or lands of the said Jolan within your precinct you cause to be paid and satisfied unto the said Samuel to the value thereof in money the aforesaid sums being $ 166, 55 in the whole with 17 cents more for this writ and thereof also satisfy yourself for your own fees And for want of goods Chattels or lands of the said Jolan to be by him shewn unto you or found within your precinct, to the acceptance of the said Samuel to satisfy the sums aforesaid, we command you to take the body of the said Jolan and him commit unto either of our gaols within your precinct and detain in your custody within our said gaol until he pay the full sums above Mentioned with your fees, or that he be discharged by the said Samuel the creditor or otherwise by order of law, Hereof fail not and make due return of this writ with your doings thereon unto our said Court of Common Pleas, to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of March next

Witness Joel Parker Esqr at Concord the 27th day of September Anno Domini 1839

S C Badger Clerk

Fees service 23
Travail 50
Mileage 3,42
Notifying Appraisers 50
Paid Justice 50
Clerks Records 1,25
my attending & expense 2,00
Appraisers fee 4 00
12,40

State of New Hampshire, Merrimack SS, October 14, 1839 personally appeared Abraham Gales James Green and Oliver Messer made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn to them as the estate of the within named Jolan Davis to satisfy the within execution, Before me Samuel Clement Jus, Peace

We the Subscribers having carefully and attentively examined a tract of land and dwelling house thereon shewn to us as the Estate of the within named John Davis and bounded as follows, Beginning at a stake & stones on the London Derry branch Turnpike Roads in front of the dwelling-house where the said John Davis now resides and runs south 62° West three Rods and 13 links to the corner of the shed near s House thence North 40° West 19 links to the corner of said House - thence South 62° West 12 rods to a stake & stones thence North 41° East five Rods to a stake & stones thence north 62° west 15 rods & 13 links to a stake & stones thence on said Turnpike Road to the bounds first mentioned containing one half an ~~Acre~~ acre and we do upon our oath say that the same land and dwelling House is of the Value of one hundred and Eighty two dollars and forty cents and no more and we have set off the same land & dwelling house by meets and bounds as aforesaid in full satisfaction of the within Execution & Offices fee & expense of setting off the same, dated October 14th 1839

Abr.m Gates) Appraisers
James Greead
Oliver Messer

Exn. Samuel Leach vs John Davis March Term 1840

Merrimack SS. October 14th 1839 In pursuance of the directions of Samuel Leach the
Creditor within named I have extended the within execution upon the tract of land
above discribed in the manner following viz I caused three appraisers to be chosen
Oliver Messer by the Creditor within named James Green who were chosen by myself
and Abraham Gates by the defendent within named and the said Oliver Messer
James Green and Abraham Gates being all reputable freeholders and residents
in said County of Merrimack who being sworn before a Justice of the Peace
faithfully and impartially to appraise such Lands and Tenements as should be
shewn to them as the estate of the within debtor upon their oaths said that
the above discribed tract of land and Buildings shewn to them as the estate
of the aforesaid debtor were of the value of one hundred and eighty two dollars
and forty cents and no more, and the said appraisers sett off the same
land by metes and bounds as aforesaid at that sum in full satisfaction
of this execution and my fees and I have delivered possession seizin of the
said tract of land to the said Samuel Leach the creditor within named I
therefore return this execution satisfied as aforesaid to wit for the sum of one
hundred eighty two dollars forty cents the value of said Land & buildings
Oct 14, 1839 And'w Leach D Sheriff

This may certify that I have this day received full seizin and
possession by Andrew Leach D Sheriff of the above discribed tract of
land from Samuel Leach

Received & Recorded March 17, 1840
Examined Mitchel Gilmore Jn, Register

Exn. Bank Concord v. David Fenny Exr Sept. Term 1840

State of New Hampshire.

Merrimack ss.] To the Sheriff of any County in this State, or his Deputy,

Whereas, The President Directors and Company of Concord Bank an incorporated Company haveing their place of busines in Concord in said County, by the consideration of our Justices of our Court of common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1839 recovered Judgment against David Fenny of Concord in said County Trader Executor of the
1381 - 48 Last will and Testament of John Page Late of Dunbarton in said
9 - 18 County deceased, for the sum of thirteen hundred and Eighty one -
1390 - 66 Dollars & forty eight cents debt or damages, and nine Dollars. -
34 Eighteen cents cost of suit, as to us appears of Record, whereof Execution
now remains to be done;

We command you, therefore, that of the Goods, Chattels, or Lands which were of the said John Page in the hands of the said David Fenny within your precinct, You cause to be paid and satisfied unto the said Bank at the value thereof in Money, the aforesaid sums, being $1390.66. in the whole with 34 Cents more for this & former Writ; and thereof to satisfy yourself for your own fees, ~~And for want of Goods Chattels, or Lands of the said to be by shewn unto you, or found within your precinct, to the acceptance of the said to satisfy the sums aforesaid. We command~~

46

Exn Bank Concord v. David Jenny Exr. Sept. Term 1840

~~you to take the body of the said ——— and commit unto either of our Gaols within Your precinct, and detain in Your custody within our said Gaol until he pay the full sums above mentioned, with Your fees or that he be discharged by the said ——— the Creditor, or otherwise by order of Law.~~

Hereof fail Not, and make due return of this Writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next

Witness,— Joel Parker, Esqr. at Concord, the 15th day of June Anno Domini 1840 —

S. C. Badger — Clerk.

Merrimack ss. June 26. 1840. Then Samuel Coffin, Carlton Heath and Robert Chase personally appeared, and made Oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate which was of the within named John Page in the hands of the within named David Jenny to satisfy the within Execution

Before me— John Pettingill Justice of the Peace.

We the subscribers having carefully and attentively examined the following tracts of Land Shewn to us as the Estate which was of the within named John Page in the hands of the within named David Jenny situated in Dunbarton in said County of Merrimack and bounded as follows, to wit:- Beginning on the Easterly side of the highway Leading from Page's corner, so called, to Dunbarton Meeting house at the north west corner of Ebenezer & Jeremiah Page's land thence running South eighty six degrees East by said Page's land two hundred rods to land of Mrs Hannah Clifford, thence north four degrees East forty one rods to a maple stump by land of said Clifford, thence eighty nine degrees West about One hundred seventy two rods, thence north three degrees west seventeen rods and seven links, thence north eighty six degrees West twenty three rods and fifteen links to a stake near a dead apple tree, thence north seventy three degrees west five rods and twenty links to a post, thence South two degrees east six rods and four links to the south east corner of Mrs. Hannah Cliffords garden. thence north eighty eight degrees West six rods to the said highway thence by said highway south one degree east forty rods and fifteen links to the place begun at, containing about forty four acres and forty rods excepting and reserving the burying yard and a passway to and from the same from the highway aforesaid.

Also one other tract or parcel of land situated in said Dunbarton and bounded as follows, to wit, Beginning on the Westerly side of the highway Leading from said Dunbarton corner to the Meeting house, at the northerly line of Samuel Whipples house lot, thence South eighty eight degrees West by said Whipples Lot. ten rods, thence south three degrees East four rods to Jeremiah Page's land, thence by said Page's land South eighty eight degrees west fifty rods, thence South seventy degrees West twenty rods & eight links to a stone wall, thence north ten degrees West by said

Ex. Book Concord V. David Jenny Ex. Sept. Term, 1840

well forty nine rods seven links to a stone well by a lane, thence by said lane north seventy degrees east fifteen rods, thence north eighty two degrees east forty four rods, thence south eighty eight and a half degrees east nine rods to a stake and stones, thence south ten degrees east twelve rods fifteen links to a stake and stones, thence south eighty three and a half degrees east seventeen rods and twenty one links to the highway at the corner of the field. thence south three degrees east thirty one rods and seventeen links by said highway to said Whipples house Lot at the place of beginning excepting the crops now growing upon said premises— containing twenty two and three fourths acres, do upon our oaths say, that the several tracts of land aforesaid are of the value of Fourteen hundred twenty one dollars and Eighteen cents and no more, and We have sett off the same tracts of land by metes and bounds as aforesaid, in satisfaction of the within Execution.

June 26, 1840,

Sam[l] Coffin
Carlton Heath
Robert Chase

Merrimack ss. June 26. 1840. In pursuance of the directions of The President Directors & Company of the Concord Bank the creditor within named, I have extended the within Execution upon the tracts of land above described in the manner following, viz. I caused three appraisers to be chosen, that is to say Carlton Heath by Creditors within named Samuel Coffin who was chosen by myself and Robert Chase who was chosen also by me for the said David Jenny Ex[r] the debtor within named the said Debtor having been duly notified and requested by me to choose an appraiser, and having refused and neglected so to do, the said Carlton Heath, Samuel Coffin and Robert Chase being all reputable free holders and residents in said County of Merrimack, who being sworne before a Justice of the Peace, faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor upon their oath said that the above described tracts of land shewn to them as the estate of the aforesaid debtor were of the value of fourteen hundred twenty one dollars & Eighteen cents—and no more, and the said appraisers set off the same land by metes and bounds as aforesaid, at that sum in satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tracts of land to the said Concord Bank the Creditor within named, I therefore return this Execution fully satisfied as aforesaid.

Fees			
	Service & travel		53
	Poundage	9	70
	Attendance with appraisers		83
	Paid Expenses	3	51
	Travel to set off		30
	Appointing & notifying appraisers	2	50
	Paid Justice fee		51
	Paid Appraisers	7	00
	Returns & certifying	1	00
	Recording Execution	1	00
	Paid Surveyor	3	00
			$30.18

John Pettingill D. Sheriff.

Merrimack ss. June 26. 1840. This may certify that I have this day received full deliverance possession of the above described tracts of land by John Pettingill D. Sheriff.

Philip Brown 3d Agent of Concord Bank

Received and Recorded August 3d, 1840.
Examined. Mitchel Gilmore Jr Register.

48

49.

Exn. Bank Concord v. David Kenny Dal. Sept Term 1840

1067 68
29 12
1096 80
17

State of New Hampshire.

L.S.

Merrimack ss.

To the Sheriff of any County in this State or his Deputy Greeting,

Whereas, The Presidents Directors & Company of the Concord Bank, by the Consideration of our Justices of our Court of Commom Pleas, holden at Concord within and for the County of Merrimack on the third Tuesday of March Anno Domini 1840 recovered Judgment against David Kenney of Concord in said County Trader John Stinson 3d and Warren Perley both of Dunbarton in said County Yeoman, for the Sum of one thousand & sixty seven dollars sixty eight cents debt or damages, and twenty nine dollars twelve cents cost of suit, as to us appears of Record, Whereof Execution remains to be done;

We command you, therefore, that of the goods, Chattels, or Lands of the said defendants within your precinct, you cause to be paid and Satisfied unto the said Bank at the value thereof in money, the aforesaid sums, being $1096.80. in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said Defendants to be by them shewn unto you, or found within your precinct, to the acceptance of the said Bank to satisfy the sums aforesaid: We command you to take the bodies of the said Defendants and them commit unto either of our Gaols within your precinct, and detain in your Custody within our said Gaol until they pay the full sums above mentioned, with your fees; or that they be discharged by the said Bank the creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this Writ, with your doings therein, unto our said Court of Commom Please, to be holden at Concord, in our County of Merrimack aforesaid on the third Tuesday of September next.

Witness, Joel Parker, Esquire, at Concord the 28th day of March Anno Domini 1840.

S. G. Badger Clerk.

Merrimack ss. April 21. 1840. Then William Kent, Charles Moody and Charles Holmes personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named John Stinson 3d and Warren Perley to satisfy this Execution,

Before me Asa Fowler Jus Peace

We the subscribers having carefully and attentively examined a tract of Land with the buildings thereon situated in Dunbarton in the County of Merrimack shewn to us as the Estate of John Stinson 3d within named and bounded as follows, Beginning at a stake & stones at the south west corner of said Stinsons land and adjoining land of Warren Perley, thence running East sixty eight rods to the highway thence by the highway north twenty six degrees East sixty rods to the Town

Ecn. Bank Concord v. Daniel Penny Fal. Sept. Term 1840

Bound thence north thirty four degrees East twenty eight rods twenty links to Thomas Lords land thence south eighty five degrees West twenty eight rods fifteen links thence north three degrees west twenty two rods thence north thirty five degrees West thirty rods thence north sixty five rods eleven links thence west on a straight course one hundred and three rods, thence south three degrees East sixty five rods ten links by Robert Chases land thence East by John Chases land thirty seven rods to a stake & stones at the corner of a stone wall, thence south sixty three rods to the road Leading to Weare, thence on the same course sixty seven rods to the bound first mentioned, Also another tract or parcel of land on the East side of the highway leading from Page's corner to the Meeting house and bounded as follows, beginning at the north west corner of Richard Parkinsons land, thence running South thirty Eight degrees East nine rods 12 links thence East by land of Wm Simsons twenty six rods twenty links thence north thirty two rods by land of Sam[l] Rider thence west twenty rods by said Riders land to the highway thence south twenty five degrees West twenty six rods to the bound first mentioned including all the buildings now Standing on the above mentioned premises, We do upon our oaths say that the above described premises with the buildings thereon containing One hundred & twelve acres more or less, is of the value of One thousand one hundred & thirty five Dollars & seventy five cents & no more and We have set off the same land by metes and bounds as aforesaid in satisfaction of the within Execution

May 26, 1840.

William Kent
Charles Moody
Charles Holmes

Merrimack ss. April 21, 1840. In pursuance of the Directions of The President Directors & Company of the Concord Bank the creditors within named I have extended the within execution upon the tract of land above described in the manner following, viz, I caused three Appraisers to be chosen, that is to say William Kent by the creditors within named, Charles Holmes by the debtor within named and Charles Moody who was chosen by my self, the said William Kent, Charles Holmes and Charles Moody being all reputable freeholders and residents in said County of Merrimack Who being sworn before a Justice of the Peace, faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oath said that the above described tract of land shewn to them as the Estate of the aforesaid debtor was of the value of one thousand one hundred and thirty five Dollars and seventy five cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that same in satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tract of land to the said Concord Bank the creditors within named I therefore return this execution fully satisfied as aforesaid,

John Pettingill D. Sheriff

Fees.		
	Service & travel	1.19
	Poundage	8.25
	attendance with appraisers	1.83
	Paid Expenses	4.00
	Travel to set off	.50
	Appointing & Notifying Appraisers	3.50
	Paid Justice Fees	.51
	Paid Appraisers	18.00
	Return & Certifying	1.00
	Recording Execution	1.00 $38.78

Merrimack ss. May 30, 1840 This may certify that I have this day received full seizen and possession of the above described tract of land by John Pettingill D. Sheriff, Philip Brown Agent of Concord Bank

Received & Recorded August 3d 1840

Examined — Mitchel Gilmore jun. Register

50

51 "Exn" Merrimack Co. Bank v. Tenney & als Sept. Term 1840

State of New Hampshire,
Merrimack ss.]

To the Sheriff of any County in this State, or his Deputy, Greeting.

Whereas, The President Directors & Company of the Merrimack County Bank by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno Domini, 1840. recovered Judgement against Daniel Tenney of Concord in said County Trader, Warren Perley of Dunbarton in said County Yeoman, and Edward Gould of Concord aforesaid Trader,

814. 58 / 23. 81 — For the sum of eight hundred & fourteen Dollars fifty eight cents debt or damages, and twenty three Dollars Eighty one cents cost of suit, as to us appears of Record, whereof Execution remains to be done;

838. 39 / 17 — We command you, therefore, that of the Goods, Chattels, or Lands of the said Defendants within your precinct, you cause to be paid and satisfied unto the said Plaintiffs at the value thereof in Money, the aforesaid Sums, being $838.39 in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said Defendants, to be by them shewn unto you, or found within your precinct, to the acceptance of the said Plaintiffs to satisfy the sums aforesaid: We command you to take the bodies of the said Defendants and them commit unto either of our Gaols within your precinct, and detain in your Custody within our said Gaol until they pay the full Sums above mentioned, with your fees; or that they be discharged by the said Plaintiffs the Creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next.

Witness:- Joel Parker, Esqr, at Concord the 28th day of March Anno Domini, 1840

S. C. Badger, Clerk.

Merrimack ss. April 21, 1840 Then Thomas Bailey Charles Holmes and Charles Moody personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Warren Perley to satisfy the within Execution

Before me-

Asa Fowler Jus. Peace.

We the subscribers having carefully and attentively examined a tract of land shewn to us, as the Estate of the within named Warren Perley and bounded as follows beginning at a stake and Stones beside the highway leading from Dunbarton to Hopkinton at the south west corner of Richard Parkerson's land thence south nine & half rods rods to Thomas Mills land thence east by said

Mills land to William Stinsons land thence north by said Stinson's land to said Parkersons land thence west by said Parkersons to the place of beginning containing one acre thirty squase rods, also one other piece of land bounded as follows beginning at a stake and stones at the southeast corner of John Stinsons land beside the highway leading by said premises, thence South by said highway to the intersection of the road leading to Weare, thence northwesterly as said road now runs to said John Stinsons land thence East by said Stinsons land to the place of beginning containing one and a half acres more or lep together with one half of all the buildings thereon, reserving one half of all the buildings thereon with all the necessary privileges in and around them to and from them one other tract of land bounded as follows beginning at a stake and stones near the north East corner of said Warren Perley's house beside said road thence west by said Perley's land thirty rods and sixteen links to stake and stones thence northerly by said Perley's land to John Stinsons land to to stake and stones thirteen rods thence East thirty rods sixteen links to said highway to stake and stones thence southeasterly by said highway thirteen rods to the place of beginning containing two and a half acres with the shop thereon do upon our oaths say that the same tract of land is of the value of one hundred and forty one dollars sixty two cents and no more and We have set off the same land by metes and bounds as aforesaide in part of the within Execution

Thomas Bailey
Charles Holmes
Charles Moody

May 27, 1840

Merrimack ss. April 21, 1840 In pursuance of the directions of the President Directors & Company of the Merrimack County Bank the creditors within named I have extended the within execution upon the tracts of land above described in the manner following viz. I caused three appraisers to be chosen, that is to say Thomas Bailey by the creditors within named Charles Holmes by the debtor within named and Charles Moody who was chosen by myself, the said Thomas Bailey, Charles Holmes and Charles Moody being all reputable free holders and residents in said County of Merrimack who being sworne before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor upon this oath said that the above described tracts of land shewn to them as the estate of the aforesaid debtor was of the value of one hundred and forty one dollars & sixty two cents and no more and the said appraisers set off the same land by metes and bounds as aforesaide at that sum in satisfaction of this execution and my fees, and I have delivered possession and seizen of the said tracts of land to the said Merrimack County Bank the creditors within named, I therefore return this Execution satisfied as aforesaid in part to wit for the sum of one hundred & thirty two dollars and forty three cents, being a residue of the said sum of one hundred & forty one dollars & sixty two cents the value of said land after deducting my fees, and for no more -

Fees, Service & travel	1.19
Poundage	2.66
attendance with appraisers	.83
Travel to set off	.50
Paid Justic fees	.51
Paid Expenses &c	1.50
Return & Certifying	1.00
Recording Execution	1.00 $9.19

John Pettingill D. Sheriff.

Merrimack ss. May 27, 1840 This may certify that I have this day received full seizen and possession of the above described tracts of land by John Pettingill D. Sheriff.

C. H. Peaslee, Atty. for the Plentiffs -

Received & Recorded August 29th, 1840, Examined - Mitchel Gilmore Jr. Register.

53

Ex.n William B. Towne v. David Tenney & als Sept. Term 1840

State of New Hampshire.

Merrimack, ss. To the Sheriff of any County in this State or his Deputy Greeting,

L.S.

Whereas, William B. Towne of Boston in the County of Suffolk and the Commonwealth of Massachusetts Trader, by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno Domini 1840, recovered Judgement against David Tenney and Edward Gould both of Concord in said County, Traders, late partners doing busines under the firm of Tenney & Gould and Warren Perley of Dunbarton in said County Yeoman.

588.25 For the sum of five hundred ~~Eighty~~ eight Dollars twenty five
26.88 cents debt or damages, and twenty six dollars Eighty Eight cents, cost
615.13 of suit, as to us appears of Record, whereof Execution remains to be done;
.17 We Command You therefore, that of the Goods, Chattels, or Lands of the said Defendants within your precinct, you cause to be paid and Satisfied unto the said Towne at the value thereof in money, the aforesaid sums, being $.615.13. in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees. And for want of Goods, chattels, or lands of the said Defendants to be by them shewn unto you, or found within your precinct to the acceptance of the said Towne to satisfy the sums aforesaid: We command you to take the bodies of the said Defendants and them commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until they pay the full sums above mentioned, with your fees: or that they be discharged by the said Towne the creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this Writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid on the third Tuesday of September next.

Witness,— Joel Parker Esq, at Concord the 28th day of March Anno Domini 1840.

S. G. Bangs Clerk.

Merrimack ss. April 21, 1840 Then Thomas Bailey, Charles Moody and Charles Holmes personally appeared and made oath that they would faithfully and impartially appraise such Lands and tenements as should be shewn them as the Estate of the within named Warren Perley to satisfy the within Execution

Before me Asa Fowler, Just. Peace.

We the subscribers having carefully and attentively examined a tract of land shewn to us as the Estate of the within named Warren Perley and bounded as follows beginning at a Stake and Stones near the northeast corner of said Perley's house beside the road leading by said house thence west thirty rods sixteen links to Stake and Stones thence north by said Perley land thirteen rods to John Stinsons land to stake and Stones thence west by said Stinsons and John Chases land one hundred and seventy

Exn. William B. Town v. David Tenney & als Sept. Term, 1840

six rods to stake and stones, thence south by said Chases land thirty one and a half rods to Thomas Mills lands, thence East by said Mills land two hundred and six rods to said highway thence north westerly by said highway to the place of beginning containing thirty three acres more or lep with all the buildings thereon we do upon our oaths say that the same tract of land is of value of six hundred and thirty three dollars ~~thirty~~ thirty eight cents and no more and we have set off the same land by metes and bounds as aforesaid in satisfaction of the within execution

May 27, 1840,
May 27, 1840.

Thomas M Bailey
Charles Moody
Charles Holmes

Merrimack ss. April 21, 1840. In pursuance of the directions of William B. Town the creditor within named, I have extended the within Execution upon the tract of land above discribed in the manner following that is to say Thomas Bailey by the creditor within named, Charles Holmes by the debtor within named and Charles Moody who was chosen by myself the said Thomas Bailey Charles Holmes and Charles Moody being all reputable free-holders and residents in said County of Merrimack who being sworn before a Justice of the peace faithfully and Impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their Oath, said that the above discribed tract of land shewn to them as the Estate of the aforesaid debtor was of the value of six hundred & thirty three dollars thirty eight cents and no more, And the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees, and I have delivered possession and seizen of the tract of land to the said William B. Town the creditor within named. I therefore return this Execution fully satisfied as aforesaid

John Pettingill, D. Sheriff

Fees Service & travel	1.42
Boundage	5.82
attendance with appraisers	.83
Travel to set off	.50
Paid Justice fees.	.51
Paid Surveyor & Expenses	7.00
Return	1.01
Recording Execution	.01
	18.08

Merrimack ss. May 27, 1840. This may certify that I have this day received full seizen and possession of the above described tract of land by John Pettingill, D. Sheriff.

C. H. Peaslee Atty for the Plaintiff

Received & Recorded August 29, 1840

Examined Mitchel Gilmore Jr. Register.

54

55

Co^n. Samuel Fletcher v. Harvey Hayes Sept. Term 1840

State of New Hampshire.

Merrimack--ss.

L.S.

To the Sheriff of any County in this State, or his Deputy, Greeting.

Whereas, Samuel Fletcher of Concord in said County, Esquire, by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno Domini 1840 recovered Judgement against Harvey Hayes of Concord aforesaid Blacksmith

24.73 For the sum of twenty four Dollars seventy three cents debt
6.24 or damages, and six Dollars twenty four cents Cost of suit. as
30=97 to us appears of Record whereof Execution remains to be done.
17 We command you, therefore, that of the Goods, Chattels or Lands of the said Harvey within your precinct, you cause to be paid and satisfied unto the said Samuel at the value thereof in money the aforesaid sums, being $30-97 in the whole with 17 cents more for this Writ: and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said Harvey to be by him Shewn unto you, or found within your precinct to the acceptance of the said Samuel to satisfy the sums aforesaid We command you to take the body of the said Harvey and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees: or that he be discharged by the said Samuel the Creditor, or otherwise by order of law.

Hereof fail not, and make due return of this Writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid on the Third Tuesday of September next.

Witness,--- Joel Parker, Esq, at Concord the 28th day of March Anno Domini 1840.

S. C. Badger. Clerk.

Merrimack ss. April 25 1840. Then Abiel Walker Richard Bradley and Samuel Coffin personally appeared and made oath, that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Harvey Hayes to satisfy the within Execution — Before me -

Saml. Morrill, Justice of the Peace.

We the subscribers, having carefully and attentively examined a tract of Land with a dwelling house thereon situated in Concord in said County shewn to us as the Estate of the within named Harvey Hayes and bounded as follows, viz.. Beginning at a stake by the highway leading from John Glouns to James Thompsons, about six and a half feet southerly of an Apple tree, thence running westerly on a line with the northerly side of two Elm trees on the south side of the house about seventy feet to a line parallel with and three feet west of the west end of the house, thence northerly on a line parallel with the west end of the house about thirty feet to a line parallel

Exn Samuel Fletcher v. Harvey Hayes Sept. Term 1840.

with and three feet north of the north side of said house thence Easterly on a parallel line with the northerly ~~side~~ side of said house about Sixty six feet to the highway aforesaid, thence southerly by said highway about thirty feet to the place of beginning, do upon our oaths say, that the same tract of land and dwelling house is of the value of Forty Dollars and no more, and we have set off the same land and dwelling house by metes and bounds as aforesaid, in satisfaction of the within Execution — April 25th 1840. —

Abiel Walker
Richard Bradley
Saml Coffin

Merrimack ss, April 25, 1840. In pursuance of the Directions of Samuel Fletcher the Creditor within named, I have extended the within Execution upon the tract of land above described with the dwelling house thereon in the manner following; viz. I caused three appraisers to be chosen, that is to say Abiel Walker by the creditor within named, Richard Bradley who was chosen by myself and Samuel Coffin who was also chosen by myself — for the said Harvey Hayes the Debtor within named, the said debtor having been duly notified and requested by me to choose an appraiser, and having refused and neglected so to do, the said Abiel Walker, Richard Bradley and Samuel Coffin being all reputable freeholders and resielents in said County of Merrimack; who being sworn — before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oath, said that the above described tract of land and dwelling house shewn to them as the Estate of the aforesaid debtor, was of the value of Forty dollars and no more, and the said appraisers set off the same land by metes and bounds as aforesaid, at that sum in satisfaction of this Execution and my Fees, and I have delivered possession and seizen of the said tract of land to the said Samuel Fletcher the creditor within named I therefore return this Execution fully satisfied as aforesaid. —

Fees			
	Service —	.23	
	Travel	.40	
	Poundage	.78	
	Attendance	.83	
	Justices fee swearing appraisers,	.51	
	Notifying appraisers & making return	.61	
	Recording	1,00	
	Paid Appraisers	3,50	8,86

Abraham Bean Deputy Sheriff.

April 25. 1840, This may certify that I have this day received full seizen and possession of the above described tract of land by Abraham Bean Deputy Sheriff.

Samuel Fletcher.

Received and Recorded September 12th 1840.

Examined —

Mitchel Gilmore Jr Register.

56

57

Ex. Sett Eastman v. Joseph M. Harper Sept. Term 1840.

State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State, or his Deputy. Greeting,

Whereas, Sett Eastman of Concord in said County, Goldsmith, by the Consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno Domini 1840. recovered Judgment against Joseph M. Harper of Canterbury in said County Esquire Administrator of the goods and estate which were of Nathaniel Eastman late of said Concord deceased Testate.

517.54 / 17.98 / 535-52 / .17 — For the sum of Five Hundred seventeen dollars Fifty four cents debt or damages, and seventeen dollars ninety eight cents Cost of suit, as to us appears of Record, whereof Execution remains to be done;

We command you, therefore, that of the Goods, Chattels, or Lands of the said Nathaniel Eastman within your precinct, you cause to be paid and satisfied unto the said Sett Eastman at the value thereof in money, the aforesaid sums, being $535.52 in the whole with seventeen cents more for this Writ; and thereof to satisfy yourself for your own fees.

Herein fail not, and make due return of this writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next.

Witness - Joel Parker, Esqr, at Concord the 17th day of April Anno Domini, 1840.

S. C. Badger, Clerk.

Merrimack ss. April 25, 1840. Then Samuel Coffin Robert Davis and Abram Beem personally appeared and made Oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate which was of the within named Nathaniel Eastman in the hands of the within named Jos. M. Harper to satisfy the within Execution -

Before me -

John Pettingill, Justice Peace.

We the subscribers having carefully and attentively examined a tract of land shewn to us as the Estate of the within named Nathaniel Eastman, situated in Concord in said County and bounded as follows, to wit - Beginning at northwest corner of the Garden of the late homestead of said Nathaniel on the Easterly side of the highway leading from Federal Bridge in said Concord to Canterbury, thence north twenty degrees west by said highway fifteen rods to land of Simeon Farnum, thence north eighty two degrees East by land of Simeon Farnum, Wm. K. Holt and Reuben Virgin, two hundred and twenty rods to a white oak tree spotted, thence south sixteen degrees east by land of said Holt twenty five rods eighteen links

Ex.n Seth Eastman v. Joseph M. Harper Sept. Sess. 1840

to a stake and stones, thence westerly a straight line to the place of beginning, containing twenty eight acres, do upon our oath say, that the same tract of land is of the value of five hundred fifty seven dollars and no more, And we have set off the same land by metes and bounds as aforesaid, in satisfaction of the within Execution
April - 25. 1840. -

Saml Coffin
Robert Davis
Abraham Bean

Merrimack ss. April 25. 1840. In pursuance of the directions of Seth Eastman the Creditor within named I have extended the within Execution upon the tract of land above discribed in the manner following, viz. I caused three appraisers to be chosen, that is to say Robert Davis by the creditor within named Abraham Bean by the debtor within named and Samuel Coffin who was chosen by my self, the said Robert Davis, Abraham Bean, and Samuel Coffin being all reputable free holders and residents in said County of Merrimack, who being sworne before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oath, said that the above described tract of land shewn to them as the Estate of the aforesaid debtor, was of the value of five hundred and fifty seven dollars and no more. And the said Appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees. and I have delivered possession and seizen of the said tract of land to the said Seth Eastman, the Creditor within named. I therefore return this Execution fully satisfied

Fees- Service & travel	,83
Poundage	5.42
Appointing & notifying Appraisers —	1.50
Justices fees	.51
attendance with Appeasers	.83
Paid Appraisers	6..00
Paid Expences	2.22
Paid Surveyor	2.00
Return & certifying	1.00
Recording Execution	1.00 $21.31

John Pettingill D. Sheriff.

April 25. 1840 This may certify that I have this day Received full seizen and possession of the above described tract of land by John Pettingill D. Sheriff —

Seth Eastman

Received and Recorded Sept. 14. 1840
Examined —

Mitchel Gilmore Jr Register.

58

59 Exn. John Eastman Jr & als v. Sewels Falls Locks & Canal Co. Sept. Term 1840

Ls.

State of New Hampshire.

Merrimack, ss.

To the Sheriff of any County in this State or his Deputy, Yeoman.

Whereas, John Eastman Jr. of Concord Yeoman, & Joshua Fifield of Franklin Esquire, both in said County, by the consideration of our Justices of our court of Common Pleas, holden at Concord, within and for the county of Merrimack, on the third Tuesday of March Anno Domini 1840 recovered Judgment against the Proprietors of the Sewalls Falls Locks and Canal Company a coporation duly Established by Law and doing business in Concord in said County -

$253.05 / 8.34 / $261.39 / .17

For the sum of seven thousand two hundred & fifty three dollars five cents debt or damages, and eight dollars, thirty four cents cost of suit, as appears of Record, whereof Execution remains to be done;

We command You, therefore, that of the goods, Chattels, or Lands of the said Defendants within your precinct, You cause to be paid and Satisfied unto the said Plaintiffs at the value thereof in money the aforesaid sums being $7261.39, in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees.

Hereof fail not, and make due return of this Writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next.

Witness, Joel Parker, Esqr. at Concord the 28th day of March Anno Domini 1840.

S. C. Badger Clerk.

Merrimack ss. April 17th 1840 Then Richard Bradley Samuel Coffin and Nathan Stickney personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Proprietors of Sewalls Falls Locks & Canal Company to satisfy the within Execution -

Before me, S. C. Badger, Justice of the Peace.

We the subscribers having carefully and attentively examined the following tracts of Land situated in Concord in said County of Merrimack, shewn to us at the Estate of the within named Sewalls Falls Locks and Canal Company and bounded as follows to wit, Beginning at a post on the westerly side of the road leading from Federal Bridge to Canterbury and on the northerly line of a lane or road Leading from said Canterbury road to John Eastmans house thence north seventy two degrees west fifty five rods by said lane to a maple tree, thence by John Eastmans land north twenty one degrees west two rods, thence north fifty five degrees West thirteen rods to a post, thence north fifty nine degrees West twenty one rods and sixteen links to a stake, thence north forty two and one quarter degrees West thirty one rods and nine links to a stake thence south ten degrees West twenty rods to a stake, thence South twenty three and a half degrees East eighteen rods and four links to a stake. thence South forty

one degrees East twenty nine rods and five links to a stake, thence north fifty five degrees East ten rods and six links to a post, thence south thirty five degrees East twenty one rods and nine links to a stake, thence south twenty six and a half degrees East twenty nine rods and sixteen links by Jonathan, Robert and John L. Eastman's land to a stake, thence South sixty and one half degrees West seven rods to a stake, thence south twenty six and three fourths degrees East by said Eastman's and Jeremiah Pecker's land forty two rods and Eighteen links to a post on the Turnpike road, thence south twenty seven degrees East five rods and fourteen links angling across said Turnpike road to a stake on Canterbury road, thence by said Canterbury road South thirty one and one half degrees West twenty Eight rods and sixteen links to a stake, thence north nine degrees west by land of the Proprietors of Federal Bridge seventeen rods to a stake on said Turnpike road, thence north twenty six degrees west three rods and eighteen links across said Turnpike road to a stake, thence north twenty five degrees West by land of Jeremiah Pecker ten rods and eleven links to a stake, thence north eight eight degrees west eleven rods by a lane to a stake, thence north twenty one and three fourths degrees West twenty four and a half rods by land of Robert and John L. Eastman to a stake, thence north twenty four and a half degrees West fifty three and a half rods by land of John L. and Jonathan Eastman to a stake in Eastman's brook, so called, thence north forty one degrees West forty seven rods and ten links by land of John Eastman to a stake, thence north three fourths of a degree east forty seven rods and eight links by land of John Eastman to a stake, thence north thirty two and three fourths degrees West fifty seven rods by land of the Glass company to a stake, thence south seventy two and three fourths degrees west one hundred twenty three rods by land of said Glass company, John Eastman, and John L. Eastman to a stake at Merrimack River, thence north twenty five degrees west sixty rods by said river to a stake by land of Samuel B. Locke, thence north sixty five degrees East one hundred thirteen rods by land of said Locke to an oak tree, thence north fifteen rods and fifteen links to a stake, thence north Eighteen and a half degrees West thirty six rods to a stake, thence north sixteen degrees west twelve rods to a stake, thence north seventeen degrees west twenty eight rods and nine links by said Locke's land to a stake at Samuel B. Larkins land, thence north seventeen degrees west eleven rods and five links by said Larkin to a stake, thence north twenty seven degrees West nineteen rods and fourteen links by said Larkin's land to a stake at John Locke's land, thence north twenty seven degrees west thirty rods by said John Locke's land to the Thatcher Farm, so called, thence by said Haven farm northwesterly twenty four and a half rods to a stake, thence northwesterly sixty four and a half rods to a stake, thence more northerly fourteen rods and nine links to a stake, thence more northerly eleven rods and four links to a stake, thence running more northerly sixteen rods and fifteen links to a stake, thence north seventy eight degrees west six rods and sixteen links to a stake, thence south forty six degrees west ten rods and twenty links, thence

60

Continued

South twenty three degrees west sixteen rods to a stake, thence South fourteen degrees west eighteen rods to a stake, thence South five degrees west thirty six rods to a stake, thence south nineteen degrees west seventeen rods to a stake, thence south forty six degrees West eighty rods to an Elm tree, thence southwesterly three rods to the bank of Merrimack River, thence northwesterly to the Centre of said River on the Easterly side of Sewalls Island, thence upon and along the center line of said River about two hundred thirty eight rods, thence southeasterly to the bank of said River, thence southwesterly three rods to a white Oak tree with stones on said Haven farm, thence South forty eight degrees West twenty rods to an Elm tree, thence South thirty seven degrees west twenty six rods and twenty links to a Walnut tree, thence same course eight rods and sixteen links to a stake, thence South seven and an half degrees west eleven rods and eight links to a stake, thence south two degrees West eleven rods to a stake, thence South seventeen and an half degrees East eleven rods and seven links to a stake, thence South twenty degrees East sixty four rods to a stake, thence south thirty three and an half degrees east twenty four and an half rods by said Haven farm to a stake, thence north seventy two degrees East two rods and eighteen links to a stake at John Locke's land thence South thirty one degrees East thirty rods and seventeen links by said Locke's land to Samuel B Larkin's land, thence South thirty one degrees East thirty rods by said Larkin's land to Land of Samuel B Locke, thence South nineteen degrees East seventy four rods and seven links to a stake, thence north sixty five degrees East twenty rods by said Larkin's land to land of Samuel Blake, thence south twenty eight degrees East ninety seven rods by land of said Blake and Isaac Emery to a stake, thence South twenty seven degrees East fifty seven rods and eighteen links by land of Thomas Potter and others and Charles Graham to a stake, thence South forty one and three fourths degrees west thirty rods by land of George Pepper to a stake thence South forty four degrees East seven rods and five links to a large rock, thence South fifty five and three fourths degrees east fifty one rods to a stake, thence South seventy one degrees East twenty six rods to a stake, thence north eighty nine degrees East eighteen rods and twenty two links to a stake, thence South fifty four and three fourths degrees East fourteen rods and two links by land of said Pepper to a stake on Canterbury road aforesaid by the Brick School House, thence by said School House lot and said Canterbury road southerly to the bounds, began at, containing one hundred seventy four acres & one hundred and four rods subject to such conditions and reservations as are contained in the several deeds of said land to said Proprietors and also reserving the highways included in said description

Also one other tract or parcel of land situated in said Concord and bounded as follows to wit, Beginning at a post on the Easterly side of the road leading from Federal Bridge to Canterbury near Robinson and Morrills Bark Mill, thence South eighty seven and an half degrees East sixteen and an half rods by land of Cyrus Robinson to a stake, thence South forty seven degrees East —

Continued –

East seventeen rods and nine links by land of Stephen Ambrose to a stake, thence north twenty one degrees East five rods and eighteen links to a stake, thence South thirty seven degrees East twenty rods and four links to a stake, thence north sixty six degrees East thirty rods and eighteen links to a post thence north thirty nine and three fourths degrees west twenty eight rods by said Ambrose's land to a stake on the highway leading to Pembroke, thence north eighty seven degrees East fifteen rods and twenty links by said highway to a post, thence South forty five degrees East sixty two rods and seventeen links by land of John Eastman to a poplar tree, thence south twenty degrees west fourteen rods by land of said Eastman to a stake on the south side of the Portsmouth Turnpike road, so called, thence south sixteen degrees west forty rods and eleven links by land of Jeremiah and William Pecker to a stake, thence south forty three degrees West seven and an half rods by land of Wm. Pecker to a pine stump, thence south ten degrees East nine rods to a red oak stump on the bank of Merrimack river, thence up said river south eighty three and an half degrees west twenty and an half rods to an Elm tree at the mouth of Mill brook, thence north forty eight and and half degrees west eleven rods and eight links by land of Jonathan Eastman to an ash tree, thence north Eighty Eight degrees west by said Jonathan's land eighteen rods to the north side of an oilnut tree, thence north seventy three – degrees West fifteen rods and sixteen links by land of Jonathan and John Eastman to a stake, thence south seventy two degrees west sixteen rods and two links by land of said John Eastman to a stake, thence north eighteen degrees west twenty four rods and five links by land of said John George, Kent and others, and Nathaniel Ambrose to a stake on the southerly side of Portsmouth Turnpike road, so called, thence north fifty five and a half degrees east sixteen rods and nine links angling across said Turnpike road to a stake on the northerly line of said turnpike – road – thence north forty nine and an half degrees west forty six rods, and nine links by land of Nathaniel and Stephen Ambrose to Canterbury roads, thence, ~~seventy~~ twenty degrees East thirty two rods and twenty two links by said road to the place of beginning containing fifty four acres and twenty seven rods, and subject to such conditions and reservations as are contained in the several deeds of said land to said Proprietors & reserving the highways included in said description also one other tract or parcel of land situated on the westerly side of Merrimack river, in Concord and bounded as follows, to wit, beginning on the Merrimack river near a Walnut tree standing on the bank of said river marked B, thence running in a northerly direction by said tree four rods to a stake and stones, thence northeasterly thirty three rods to a stake and stones, thence northerly eight rods to a stake and stones, thence Easterly ten rods to the river by a Walnut tree marked B, thence by said river to the first mentioned bounds, containing one acre, together with the right of flowing the river bank on Asa Abbots land on Sewalls Falls

Also one other tract in said Concord adjoining the last – described tract and bounded as follows, to wit: Beginning at a White

62

Continued

pine tree on Merrimack River, thence running north eighty seven degrees West sixteen rods and four links to a stake and stones, thence south thirty five degrees west twenty three rods and eleven links to a stake and stones, thence north sixty two and an half degrees West East fifteen rods and two links to a stake and stones, thence north five degrees east eight rods to a stake and stones, thence south forty three degrees East ten rods to a walnut tree by the river. thence northerly by the river to the first named bound containing one acre and thirty two square rods with all the previleges thereto belonging and also the dam upon the western side of said River.

Also one other tract or parcel of land situated on the east side of Merrimack river in said Concord and upon the bank of said river and westerly of a tract of land conveyed by Nathaniel and Ebenezer Eastman to Abraham Bean by Deed dated December 3d. 1834. containing one acre more or less, extending from Simeon Farrmins land down the river to land of the heirs of Oren Shaw late of Concord deceased, together with the Mill previlege and water previleges on Sewalls Falls thereon. Also the previlege of flowing up the eastern bank of said river against Abrahams Beans land aforesaid so far as the dam commenced by the proprietors of Sewalls Falls Locks and Canal Company will flow when completed - Also a right of way to and from the said Water previlege from the mountain road so called, over the land conveyed by said Nathaniel and Ebenezer Eastman to Abraham Bean by the deed aforesaid do upon our oaths say that the same several tracts of land and water previlege are of the value of six thousand Sixhundred sixty seven dollars, and no more, and we have set off the same tracts of land and Water previleges by meets and bounds as aforesaid, in satisfaction of the the within Execution.

April 17, 1840.

Saml. Coffin
Richd. Bradley
Nathan Stickney

Merrimack ss. April 17th 1840. In pursuance of the directions of John Eastman of Concord and Joshua Fifield of Franklin the Creditors within named I have extended the within execution upon the tract of land above described in the manner following, viz, I caused three Appraisers to be chosen that is to say Nathan Stickney by the creditors within named Samuel Coffin by the directors of the Sewalls Falls Locks and Canall Company and Richard Bradly who was chosen by myself the said Nathan Stickney Samuel Coffin and Richard Bradley being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace, faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtors upon their oath said that the above described tract of land shewn to them as the estate of the aforesaid Debtors was of the value of six

Continued

Thousand six hundred sixty seven dollars and no more. and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction in part of this Execution and my fees and I have delivered — possession and deiren of the said tract of land to the said John Eastman and Joshua Fifield the creditors within named I therefore return this Execution in part satisfied as aforesaid to wit, for the sum of six thousand six hundred fifteen dollars and fifty cents being the residue of the said sum of six thousand six hundred sixty seven dollars the value of said land after deducting my fees and no more.

Daniel Osgood Dept Sheriff.

April 17th 1840 This may certify that we have this day received full deiren and possession of the above described tracts of land by Daniel Osgood Deputy Sheriff.

Fees Travel 1,00
1 day attendance 2,00 on set off
Damage 33.00
Paid 12.00 to appraisers
" for Recording 3 50
$51-50

Joshua Fifield
John Eastman

Received and Recorded September 15th 1840
Examined — Mitchel Gilmore Junr. Register.

Ecov. David Gile v David Jenney & als Sept. Term 1840

State of New Hampshire,

Merrimack ss.

To the Sheriff of any County in this State or his Deputy Greeting.

Whereas, David Gile of Hopkinton in said County Yeoman by the consideration of our Justices of our Court of Common Pleas holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno Domini 1840 recovered Judgement against David Jenney of Concord in said County Trader John Stinson 3d & Warren Perley both of Dunbarton in said County Yeoman,

1059.08
31.59
1090.67
17

For the sum of one thousand & fifty nine dollars eight cents debt or damages, and thirty one Dollars fifty nine cents cost of suit, as to us appears of Record, whereof Execution remains to be done;

We command you, therefore, that of the goods, Chattels, or Lands of the said defendants within your precinct, you cause to be and satisfied unto the said Gile at the value thereof in money the aforesaid sums, being $1091.67, in the whole with 17 cents more for this Writ, and thereof to satisfy yourself for your own fees, And for want of Goods, Chattels, or Lands of the said Defendants

64

Continued

to be by them shewn unto you, or found within your precinct to the acceptance of the said Gile to satisfy the sums aforesaid We command you to take the bodies of the said Defendants and them commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until they pay the full sums above mentioned, with your fees, or that they be discharged by the said Gile the creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this Writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next.

Witness, Joel Parker, Esq. at Concord the 28th day of March Anno Domini 1840

S. C. Badger, Clerk.

Merrimack ss. April 2. 1840 Then Thomas Bailey Charles Holmes and Charles Moody personally appeared and made oath that they would faithfully and impartially appraise such land Lands and tenements as should be shewn them as the Estate of the within named John Stinson 3d. and Warren Perley to satisfy the within Execution.

Before me Asa Fowler, Justice Peace.

We the subscribers having carefully and attentively examined a tract of land with the buildings thereon, situated in Dunbarton in the County of Merrimack shewn to us as the Estate of John Stinson 3d. within named and bounded as follows Beginning at a stake & stones at the Southwest corner of said Stinsons land and adjoining land of Warren Perley, thence running East sixty eight ~~degrees~~ rods to the highway thence by the highway north twenty six degrees East sixty rods to the town Pound, thence north thirty four degrees East twenty Eight rods twenty links to Thomas Lords land, thence south eighty five degrees west twenty twenty rods, thence north thirty five degrees west thirty rods, thence north sixty five rods eleven links, thence west on a straight course one hundred and three rods, thence South three degrees East sixty five rods ten links by Robert Chases land, thence East by John Chases land ~~thirty~~ seven rods to a stake and Stones at the corner of a Stone wall, thence South sixty Six three rods to the road Leading to Penn, thence on the same course sixty seven rods to the bound first mentioned Also an other tract or parcel of land on the East side of the highway leading from Pages corner to the meeting house and bounded as follows; Beginning at the north west corner of Richard Parkinsons land thence running South thirty Eight degrees East nine rods 13 links, thence East by land of William Stinsons, twenty Six rods twenty links thence north thirty two rods by land of Saml. Rides thence west twenty rods by said Rides land to the highway thence South twenty five degrees west twenty Six rods to the bound ~~first~~

Continued

first mentioned including all the buildings now standing on the above mentioned premises, Which said tract of land has been set off on an Execution recovered in favor of the President Directors & Company of the Concord Bank against David Lenny of Concord in the County of Merrimack Trader, John Stinson 3d. and Warren Perley both of Dunbarton in said County Yeoman, for the sum of ten hundred sixty seven dollars sixty eight cents debt or damage and twenty nine dollars twelve cents cost, at the court of Common Pleas holden at Concord within and for said County on the Third Tuesday of March A.D. 1840. and appraised at the value of one thousand one hundred and thirty five dollars & seventy five cents, and by the Consent of the within named David Gile and John Stinson 3d. we do appraise the above described premises and on our oaths say that the same is of the value of three hundred dollars over and above said one thousand one hundred & thirty five dollars & seventy five cents, & no more and have set off the same land by metes and bounds as aforesaid in Satisfaction in part of the within Execution to wit, for the sum of three hundred dollars & no more subject to the above named Execution in favor of the Concord Bank.

May 26, 1840.

Thomas Bailey
Charles Holmes
Charles Moody

66

Merrimack ss. April 21, 1840 In pursuance of the directions of David Gile the Creditor within named I have extended the within Execution upon the tract of land above described in the manner following viz, I caused three appraisers to be chosen that is to say Thomas Bailey by the Creditor within named, Charles Holmes by the Debtor within named and Charles Moody who was chosen by my self, the said Thomas Bailey Charles Holmes and Charles Moody being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the Estate of the within named debtor upon their oath said that the above described tract of land shewn to them as the Estate of the aforesaid debtors was of the value of three hundred dollars over and above the above sum of one thousand one hundred & thirty five dollars & seventy five cents and no more and the said appraisers set off the same land by metes & bounds as aforesaid at that sum in satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tract of land to the said David Gile subject to the possession & seizen of the above named Concord Bank, I therefore return this Execution satisfied as aforesaid in part, to wit, for the sum of two hundred & Eighty nine dollars being the residue of the said sum of three hundred dollars the value of said land after deducting my fees, and for no more—

Fees - Service & travel —	1.19
Poundage	4,25
appointing & notifying appraisers	1, 72
attendance with appraisers 83 Justice fees 51—	1, 34
Travel to set off 50 Return & certify 100 —	1,50
Recording Execution	1.00 $11.00

John Pettingill D. Sheriff.

Merrimack ss. May 26, 1840. This may certify that I have this day received full seizen and possession of the above described tract of land by John Pettingill D. Sheriff.

C. H. Peaslee — Atty for D. Gile

Received and Recorded Sept. 15, 1840.

Examined Mitchel Gilmore Jr. Register

Ex.

Ex.ⁿ Jacob B. Moore v. John Colman Sept. Term 1840.

State of New Hampshire.

Merrimack ss.

L.S.

To the Sheriff of any County in this State or his Deputy

Whereas, Jacob B. Moore of Concord —— Greeting.

in said County Esquire, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of March Anno Domini 1840, recovered Judgment against John Colman of Boston in the County of Suffolk and the Commonwealth of Massachusetts, Gentleman as

282.32 For the sum of two hundred & eighty two Dollars thirty two
17.91 cents debt or damages, and seventeen Dollars ninety one cents
300.23 cost of suit, as to us appears of Record whereof Execution remains to be done;

We command you, therefore, that of the Goods, Chattels, or Lands of the said John within your precinct, you cause to be paid and satisfied unto the said Jacob at the value thereof in money, the aforesaid sums, being $300.23. in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees, and for want of Goods, Chattels, or Lands of the said John to be by him shown unto you, or found within your precinct, to the acceptance of the said Jacob to satisfy the sums aforesaid; We command you to take the body of the said John and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Jacob the Creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this Writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of september next.

Witness, - Joel Parker, Esq, at Concord the 20th day of March anno Domini 1840 ss

S. C. Badger, Clerk.

Received of John Colman one hundred dollars in payment discharge pr. execution of the land herein set off said costs of the same

Ephraim Eaton Atty

17

Merrimack ss. April 22. 1840. Then Samuel Coffin Joseph E. Clifford and Theophilus R. Morton personally appeared and made oath that they would faithfully and impartially appraise such Lands and tenements as should be shown them as the Estate of the within named John Colman to satisfy the within Execution ss

Before me John Pettingill Justice Peace.

We the subscribers having carefully and attentively examined the several tracts or parcels of land together with the buildings thereon, situated in London in said County, shown to us as the Estate of the within named John Colman and bounded as follows, to wit, Beginning on the old road Leading from the old meeting house to Jonathan Garlands at a stake, thence North thirty two degrees West thirty eight rods By the road Leading from said old meeting House to the new Meeting House to a stake, thence by the new Meeting house

Continued.

Sot south forty three degrees East eight rods to a Stake, thence south forty five degrees West twelve rods to John Sanborns Land thence South forty five degrees East by said Sanborns Land one hundred and fifty five rods to Jonathan Garlands Land, thence north forty six degrees East by Said Garlands Land, one hundred and seventy five rods to Land occupied by David Young, thence north forty four degrees West one hundred and twelve rods by Said Youngs Land to the road Leading from said Meeting House to the white School house, thence Southerly by said road one hundred and forty three rods to the place of beginning, containing one hundred and forty eight rods, reserving the road Leading from said old Meeting House to Jonathan Garlands,

Also one other tract of Land situated near David Youngs in said Loudon and bounded on the Easterly side by land of said David Young Southeasterly by land of Ira Osgood, westerly by land of Theophilus B. Martin and northerly by the road that Leads from the old Meeting House in said Loudon to the white School house, containing Seventeen acres

said do upon our oaths say that the said John Colemans interest in the several tracts of Land aforesaid and the buildings thereon being a life Estate of one undivided fourth part of the same is of the value of one hundred Dollars, and no more, and We have set off the said tracts of Land by metes and bounds as aforesaid, and have assigned one undivided fourth part thereof to the said Jacob B. Moore the Creditor within named in Satisfaction of this Execution

April 22, 1840.

Saml. Coffin
Joseph E. Clifford
Theophilus B. Martin

68

Merrimack Ss. April 22. 1840. In pursuance of the directions of J. B. Moore the Creditor within named, I have extended the within Execution upon the tract of land above described in the manner following viz, I caused three appraisers to be chosen that is to say Theophilus B. Martin by the Creditor within named, Joseph E. Clifford by the debtor within named and Samuel Coffin who was chosen by myself the said Theophilus B. Martin Joseph E. Clifford & Samuel Coffin being all reputed freeholders and residents in said County of Merrimack, who being sworne before a Justice of the Peace faithfully and impartially to appraise such Lands and tenements as should be shewn to them as the Estate of the within named debtor, upon their oaths said that the above described tract of Land shewn to them as the estate of the aforesaid debtor was of the value of one hundred dollars, and no more, and the said appraisers set off the same Land by metes and bounds as aforesaid, at that sum in Satisfaction of this Execution and my fees, and I have delivered possession and Seizen of the said tract of Land to the said Jacob B. Moore the Creditor within named, I therefore return this Execution Satisfied as aforesaid in part, to wit, for the sum of Eight dollars & thirty three cents being the residue of the said sum of one hundred dollars the value of said land after deducting my fees, and for no more. &

Fees. Service & travel	.73
Poundage	2.25
Appointing & certifying appraisers	2.00
Justice fees —	.51
attendance at the appraisal & Expense	2.18
Said appraisers 800 - paid Surveyor 200	10.00
Return 100 - Recording Execution 100 =	2.00 $19.67

John Pettingill. D. Sheriff.

April 22. 1840 This may certify that I have this received full Seizen and possession of the above described tract of land by John Pettingill D. Sheriff

Ephraim Eaton Atty for J. B. Moore

Received and Recorded September 15th 1840.

Examined — Mitchel Gilmore Junr. Regr.

60. Exn. Robert E Pecker et al. v Lyndon White & als. Sept. Term 1840

State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State or his Deputy. Greeting.

Whereas, we Robert E. Pecker and G. E. Lang of Concord in said County Traders doing business and known under the firm - Pecker & Lang, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of March Anno Domini 1840 recovered Judgement against Lyndon White of Concord in said County Trader Rollin White of Hopkinton in said County Trader & Chase Fowler of said Hopkinton Yeoman.

1145.00 For the sum of Eleven hundred & forty five Dollars, debt or dam-
17.11 ages, and seventeen Dollars eleven cents Cost of suit, as to us appears
1162.11 of Record, whereof Execution remains to be done;
.17 We, Command you, therefore, that of the Goods, Chattels, or Lands of the said Defendants to within your precinct, you cause to be paid and satisfied unto the said Plaintiffs at the value thereof in money, the aforesaid sums being $1162.11. in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said Defendants to be by them shewn unto you or found within your precinct, to the acceptance of the said Plaintiffs to satisfy the sums aforesaid; We Command you to take the bodies of the said Defendants and them commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until they pay the full sums above mentioned with your fees; or that they be discharged by the said Plaintiffs the Creditor; or otherwise by order of Law.

Hereof Fail not, and make due return of this writ with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord in our County of Merrimack aforesaid, on the third Tuesday of September next.

Witness, Joel Parker Esq; at Concord, the 28th day of March anno Domini 1840.

S. C. Badger, Clerk.

Merrimack ss. April 13. 1840. Then Thomas Burnham and Rufus Fuller personally appeared and made oath that they would faithfully and impartially appraise such Lands and tenements as should be shewn them as the Estate of the within named Lyndon White Rollin White & Chase Fowler to satisfy the within Execution

Before me - Phinehas Clough. Justice of the Peace.

Merrimack, ss. April 13. 1840. Then Phineas Clough personally appeared and made oath, that he would faithfully and impartially appraise such Lands and tenements as should be shewn him as the Estate of the within named Lyndon White Rollin White & Chase Fowler to satisfy the within Execution

Before me Thomas Burnham Justice of the Peace.

We the subscribers, having carefully and attentively examined a tract of Land shewn to us as the Estate of the within named Lyndon White & Rollin White and bounded as follows, to wit, beginning at a stake and stones by George B. Hardy's land, thence South thirty one and a half degrees west nine rods & Eight links to a stake & stones by the highway leading from Hopkinton village to Warner, thence South sixty two degrees East by said highway four rods & Eight links to a stake and stones, thence north thirty one and a half degrees east by Lorenzo Dumond land seven rods

Continued

& fifteen links to a Stake and Stones, thence north forty four degrees west by said Hardy's land four rods and Eighteen links to the place of Beginning being thirty nine rods by measure with an unfinished dwelling house on the same, do upon our ~~oath~~ oaths say that the same tract of Land with the said dwelling house is of the value of one hundred ninety one dollars & Sixty seven cents and no more, and we have set off the same land by metes and bounds as aforesaid, in part satisfaction of the within Execution April 13. 1840 cs

Thomas Burnham
Phinehas Clough
Rufus Fuller

Merrimack ss. April 13. 1840. This may certify that I have this day received full seizen and possession of the above described tract of Land and tenement by Andrew Leach Dep. Sheriff

Decker & Lang by their
atty H. E. Perkins

Merrimack ss. April 13. 1840 In pursuance of the directions of H. E. Perkins atty. for the creditors within named I have extended the within Execution upon the tract of Land above described in the manner following viz. I caused three appraisers to be chosen Rufus Fuller by the said H. E. Perkins atty for the creditor within named Phinehas Clough who was chosen by myself and Thomas Burnham who was chosen by myself for the within named Lyndon White and Robin White the debtors within named having removed to parts unknown and could not be found within my precinct so as to give them notice and the said Rufus Fuller Phinehas Clough and Thomas Burnham being all reputable free holders and residents in said County of Merrimack who being — sworne before two Justices of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn them as the Estate of the within Debtors upon their Oths said that the above described Tract of Land and Tenement shewn to them as the Estate of the aforesaid Debtors was of the value of one hundred and ninety dollars and — no more, and the said appraisers sett off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this Execution and I have delivered possession & seizen of the said tract of Land and Tenement to the said H. E. Perkins the atty. aforesaid. I therefore return this Execution satisfied in part to wit. after deducting my fees on the same I return therewith in Execution one hundred and seventy four dollars and fifty cents satisfied, and no more.

Fees- Servis —	,23
Travil —	,30
Poundage	7,47
Paid the appraisers	4,00
Satisfying appraisers	,50
Recording fees	1,25
attendance & Expense	1,25
Paid Justice	,50 15,50

Andw. Leach Dep. Sheriff.

Received and Recorded September 15th 1840.
Examined Mitchel Gilmore Jun. Register.

70

11

Ex. Joseph Hardy v. Hiram Dimond Sept. Term 1840

State of New Hampshire.

Merrimack ss.

L.S.

To the Sheriff of any County in this State or his Deputy.

Greeting.

Whereas, Joseph Hardy of Hopkinton in said County, Yeoman. by the Consideration of our Justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack on the third Tuesday of March Anno Domini 1840 recovered Judgment against Hiram Dimond Late of Hopkinton in said County Gentleman,

417=75
11=87
429=64
=17

For the sum of four hundred and seventeen dollars seventy five cents debt or damages, and eleven dollars eighty nine cents cost of suit, as to us appears of Record, whereof Execution remains to be done;

We command you, therefore, that of the Goods, Chattels, or Lands of the said Hiram within your precinct, you cause to be paid and satisfied unto the said Joseph at the value thereof in money, the aforesaid sums, being $429,,64 in the whole with 17 cents more for this Writ, and that of to satisfy your self for your own fees. And for want of Goods, Chattels, or Lands of the said Hiram to be by him shewn unto you, or found within your precinct, to the acceptance of the said Joseph to satisfy the sums aforesaid: We command you to take the body of the said Hiram and him commit unto either of our Gaols within your precinct and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Joseph the creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this Writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next.

Witness, Joel Parker, Esq, at Concord, the 28th day of March Anno Domini 1840

S. C. Badger, Clerk.

State of New Hampshire
Merrimack ss. April 13. 1840 } Then personally appeared Nathaniel A. Davis and Nathan Davis and made oath that in appraising the Land to be set off to Joseph Hardy to satisfy the within Execution against Hiram Dimond they will act faithfully and impartially according to their best Skill and Judgment

Before me - Phinehas Clough Justice of the Peace.

State of New Hampshire
Merrimack ss. } April 13. 1840 Then personally appeared — Phinehas Clough and made oath that in appraising the Lands to be set off to Joseph Hardy to satisfy the within Execution against Hiram Dimond he will act faithfully and impartially and according to his best skill and Judgment

Before me - Thomas Burnham Justice of the Peace.

Merrimack ss - April 13th 1840 Personally appeared Nathaniel A. Davis and Nathan Davis made oath that they would faithfully

Continued

and impartially appraise such lands and tenements as should be be shewn to them as the Estate of the within named Hiram Dimond to satisfy the within Execution according to their best skill and Judgment -

Before me Phinehas Clough Justice of the Peace.

We the Subscribers having carefully and attentively examined a tract of Land shewn to us as the Estate of the within named - Hiram Dimond and bounded as follows. Beginning at the - — at a Stake and stones on the northerly side of the highway leading from Daniels Mill to Warner thence westerly by said Highway Seventy one rods and Eight links to a Stake and Stones, thence North by by Moses G. Annis land thirty Eight rods and twenty links to a Stake thence Easterly by Nathan Davis land Sixty Eight rods and seventeen links to a Stake on the westerly side of a Range way thence Southerly by said Range way thirty Seven rods and a half to the place of begining containing Sixteen acres and forty square rods, do upon our oths say the Same tract of Land is of the value of one hundred and thirteen dollars and seventy five cents and no more, and have set off the same land by metes and bounds as aforesaid in part satisfaction of the within Execution,

April 13, 1840 -

Phinehas Clough
Nathl. A. Davis
Nathan Davis
} Appraisers

Merrimack ss
April 13, 1840 } In pursuance of the directions of Joseph Hardy the creditor within named I have extended the within Execution upon the tract of Land above described in the manner following viz, I caused three appraisers to be chosen Nathaniel A. Davis by the creditor within named Phinehas Clough who was chosen by myself and Nathan Davis who was chosen by myself for the within named Hiram Dimond the debtor within named having removed to some parts unknown and could not be found within my precinct so as to give him notice therefore the said Nathaniel A. Davis Phinehas Clough and Nathan Davis being all reputable free holders and residents in said County of Merrimack who being sworn before two Justices of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn them as the Estate of the within named Debtor upon their oaths said that the above described Tract of Land shewn to them as the Estate of the aforesaid debtor was of the value of one hundred thirteen Dollars & seventy five cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this Execution and I delivered possession and seizen of the said tract of Land to the Creditor aforesaid - I therefore return this Execution satisfied in part, to wit, after deducting my —— on the same I return - the within Execution one hundred and two Dollars sixty seven cents satisfied, and no more

Fees - Service & Travel	1.03
Poundage	3.75
attendance	1.25
notifying Appraisers	.50
said Justice	.50
" For Recording	1.25
appraisers fee	2.00
J. Hardys attendance	1.00
	$10.88 -

Andrew Leach D. Sheriff.

April 13, 1840 This may certify that I the subscriber have this day received full seizen and possession of the above described tract of Land by Andrew Leach Deputy Sheriff.

Joseph Hardy, Creditor.

Received and Recorded September 15 the 1840,

Examined -

Mitchel Gilmore Jr. Register,

73

Ex.n Stephen Folsom v. Bela L. Butter. Mar. T. 1841

State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State. or his Deputy, Greeting.

L.S.

Whereas, Stephen Folsom of Henniker in said County Yeoman. by the consideration of our Justices of our Court of Common Pleas holden at Concord within and for the County of Merrimack on the third Tuesday of September Anno Domini 1840. recovered judgment against Bela L. Butter of Sherman in the County of Chautauque and State of New York.

D-71.60
C-16.51
D. 88.11
"17

For the sum of Seventy one Dollars sixty cents debt or damages and Sixteen Dollars fifty one cents Cost of Suit, as to us appears of Record, whereof Execution remains to be done;

We command You, therefore, that of the Goods, Chattels, or Lands of the said Butler within your precinct you cause to be paid and satisfied unto the said Folsom at the value thereof in money the aforesaid Sums being $ 88.11. in the whole with 17 cents more for this Writ; and there of to satisfy yourself for your own fees, And for want of Goods Chattels, or Lands of the said Butler to be by him shewn unto you, or found within your precinct to the acceptance of the said Folsom to satisfy the Sums aforesaid We command you to take the body of the said Butler and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Folsom the Creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this Writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid on the Third Tuesday of March next,

Witness, Joel Parker. Esq. at Concord the 28th day of September Anno Domini 1840

S.C. Badger, Clerk.

Merrimack ss. Oct. 13. 1840 Then personally appeared Phinehas Clough and John L. Craige, and made oath that they would faithfully and impartially appraise such Lands and tenement as should be shewn to them as the Estate of the said Bela L. Butler to satisfy the within execution

Before me - Matthew Harvey Justice Peace.

Merrimack ss. Oct. 13. 1840 Then personally appeared Matthew Harvey and made oath that he would faithfully and impartially appraise such Lands and tenements as should be shewn to him as the Estate of the said Bela L. Butler to satisfy the within execution

Before me - Phinehas Clough Justice of the Peace.

We the subscribers having carefully and attentively examined a tract of Land in Henniker in said County shewn to us as the Estate of the within named Bela L. Butler and bounded as follows beginning on the southerly side of the highway leading from Oliver Noyes to Joseph Plumers in said Henniker by land of Rufus Lawyer

thence South eleven degrees East by said Sawyers Land - fourteen rods to a Stake and Stones, thence North seventy seven degrees East twenty Eight rods and twenty one links to a highway thence north Eight and an half degrees West ten rods to the highway first mentioned. and thence Westerly by said highway to the bounds first mentioned being twenty nine rods and nineteen links containing about two acres and thirty rods do upon our oaths say that the same tract of Land in our Judgment is worth fifty five dollars and no more — Also We have Carefully and attentively examined another parcel of Land in said Hennicker shewn to us as the Estate of the said Bela L. Butler - bounded thus beginning at the southeast corner there of by the main road thence North Eight degrees East by a highway sixty four rods. thence north sixty six degrees west by a highway forty rods. thence north Eighty four degrees west ten rods thence south seventy five degrees west eighteen rods to Land of Nathaniel Noyes thence south fifteen degrees east by said - Noyes Land fifty rods to the said main road and thence Easterly by said main road fifty rods and seventeen links to the bound first mentioned - being the homestead farm of Bela Butler deceased containing about twenty two acres and is subject to the right of dower in the same which has been set off to the Widow of the said Bela Butler do upon our oaths say that in our judgment one half of one undivided fifth part of the said tract of land last mentioned is of the value of forty six Dollars and twenty six cents and no more And we have - described the said parcels of land and set off the same by metes and bounds as aforesaid - the first parcel in the whole — And one half of one undivided fifth part of the second parcel to the said Stephen Folsom the creditor within named in satisfaction of this Execution - Matthew Harvey

Oct. 13. 1840 - Phinehas Clough

John S. Craig.

74

Merrimack ss. Oct. 13. 1840 In pursuance of the directions of Stephen Folsom the creditor within named, I have extended the within execution upon the tract of Land above described in the manner following viz. I caused three appraisers to be chosen. that is to say - Matthew Harvey by Daniel Plumer his agent for the creditor within named Phinehas Clough who was chosen by myself and John S. Craig who was also chosen by me for the said Bela L. Butler the debtor within named the said debtor not residing within the said County County of Merrimack and not having notified me of any appraiser by him chosen on his part, and the said Matthew Harvey Phinehas Clough and John S. Craig being all reputatele free holders and residents in said County of Merrimack. who being sworne before a Justice of the Peace faithfully and impartially to appraise such Lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oaths said that the above described tract of land shewn to them as the Estate of the aforesaid debtor was of the value of fifty five dollars and no more - and I have also extended this Execution upon one undivided fifth part of the other tract of land above described and upon their oaths said that one undivided fifth part of the above described tract of Land shewn to them as the Estate of the debtor aforesaid was of the value of forty six dollars and twenty six cents and no more - and the said appraisers set off the same two parcels of land by metes and bounds as aforesaid, at the two above named sums in satisfaction of this Execution and my fees and I have delivered possession and seizen of the said tract of land to Horace Chase attorney to the said Stephen Folsom the creditor within named. I therefore return this Execution fully satisfied as aforesaid

Andrew Leach, Dep. Sheriff.

Oct. 13th 1840, This may certify that I have this day received full seizen and possession of the above described tract of land by Andrew Leach. Dep. Sheriff — Horace Chase - Attorney to the said Stephen Folsom

My fees and Expense of Setting this Execution is $12.96.

Received & Recorded Nov. 10. 1840

Examined — Mitchell Gilmore Jr. Register.

75 Ex.

Joseph Plumer v. Bela L. Butler Merr. S. 1841

State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State or his Deputy.

Greeting.

Whereas, Joseph Plumer of Hennniker in said County Yeoman. Executor of the last will and testament of Joseph Plumer late of said Hennniker deceased, by the consideration of our justices of our court of Common Pleas holden at Concord within and for the County of Merrimack on the third Tuesday of September Anno Domini 1840 recovered Judgment against Bela L. Butler of Sherman in the County of Chautauque and State of New York, Gentleman,

D. 193.40
C. 16.03
D. 209.43
.17

For the sum of one hundred ninety three Dollars forty cents debt or damages, and sixteen Dollars three cents Cost of suit, costs as appears of Record whereof Execution remains to be done;

We command you, therefore, that of the Goods, Chattels or Lands of the said Butler within your precinct, you cause to be paid and satisfied unto the said Plumer at the value thereof in money, the aforesaid sums, being $209.43. in the whole with 17 cents more for this writ, And thereof to satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said Butler to be by him shewn unto you or found within your precinct, to the acceptance of the said Plumer to satisfy the sums aforesaid: We command you to take the body of the said Butler and him commit unto either our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees; or that he be discharged by the said Plumer the Creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this Writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of March next.

Witness:—Joel Parker, Esq. at Concord, the 28th day of September Anno Domini 1840.

D. C. Bachyer — Clerk

Merrimack ss. Oct. 13, 1840 Then Phinehas Clough and John S. Craig personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Bela L. Butler to satisfy the within Execution.

Before me — Matthew Harvey Jus. Peace.

Merrimack ss. Oct. 13, 1840 Then personally appeared Matthew Harvey and made oath that he would faithfully and impartially appraise such lands and tenements as should be shewn him as the Estate of the within named Bela L. Butler to satisfy the within Execution

Before me — Phinehas Clough. Jus. Peace.

We the subscribers having carefully and attentively examined a tract of Land in Hennniker in said County shewn to us as the Estate of the within named Bela L. Butler and bounded as follows beginning on the Easterly side of the road leading from Rufus Sawyer's to William Adams's by land of Rufus Sawyer. thence Southerly by said Road Eight rods to Land of Smith Morgan thence north Eighty five degrees East thirty nine rods and four links thence north Eight and an half degrees West by a highway forty Eight rods and sixteen links to a stake and stones thence south twenty seven degrees west twenty Eight rods and twenty one links to Land of Rufus Sawyer thence South Eleven degrees East

to the south east corner of the said Rufus Sawyer's land thirty three rods and twenty links, thence South Eighty three degrees West thirteen rods and six links to the bound first mentioned containing about Eight acres and three fourths of an acre do upon our oaths say that the same tract of land is of the value of two hundred and twenty Dollars and sixty cents and no more, in our Judgment and We have set off the same land by meetes and bounds as aforesaid in Satisfaction of the within Execution.

Oct. 18. 1840.

Matthew Harvey
Phinehas Clough
John S. Craig

Merrimack ss. Oct. 13th 1840 In pursuance of the directions of Joseph Plumer the Creditor within named I have extended the within execution upon the tract of Land above described in the manner following, viz. I caused three appraisers to be chosen that is to say Matthew Harvey by the Creditor within named Phinehas Clough who was chosen by my self, and John S. Craig who was chosen also by me for the said Bela L. Butler the debtor within named, the said debtor not residing within the said County of Merrimack and not having notified me of any appraiser by him chosen on his part, The said Matthew Harvey Phinehas Clough and John S. Craig being all reputable free holders and residents in said County of Merrimack; who being Sworn before a Justice of the Peace faithfully and impartially to — appraise such Lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oath, said that the above described tract of Land shewn to them as the Estate of the within named debtor was of the value of two hundred and twenty dollars & sixty cents, and no more, and the said — appraisers set off the same Land by meetes and bounds as aforesaid, at that sum in satisfaction of this Execution and my fees. And I have delivered possession and seizen of the said tract of land to the said Joseph Plumer the Creditor within named, & therefore return this Execution fully satisfied as aforesaid

Andrew Leach, D. Sheriff.

Oct, 13th 1840 This may certify that I have this day received full seizen and possession of the above described tract of Land by Andw. Leach Dep. Sheriff.

Joseph Plumer.

My fees and expense of setting off this Execution } $11.00

Received and Recorded November 10. 1840.

Examined — Mitchel Gilmore Jun Register.

76

copy

11" Ex. Stephen Kendrick v. Smithville Factory Sept. T. 1840

State of New Hampshire.
Merrimack ss.]

To the Sheriff of any County in this State, or his Deputy. Greeting.

L.S.

Whereas, Stephen Kendrick of Franklin in said County Gentleman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1840 recovered Judgment against The Smithville Factory a corporation duly Established by Law and doing business in Northfield in said County,

2156.34 / 6.11 / 2163.45 / .17 / 2163.62 / 176 30 / $1987.12

For the sum of two thousand one hundred & fifty four Dollars thirty four cents debt or damages, and nine dollars Eleven Cents cost of suit, as to us appears of Record, whereof Execution remains to be done.

We command you therefore, that of the goods and chattels or Lands of the said Smithville Factory within your precinct you cause to be paid and satisfied unto the said Kendrick at the value thereof in money, the aforesaid sums being — $2163.45 in the whole with 17 cents more for this Writ, and thereof to satisfy yourself for your own fees.

Herein fail not, and make due return of this writ with your doings thereon unto our said Court of Common Pleas to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of March next.

Witness Joel Parker Esqr. at Concord the 28. day of September Anno Domini 1840.

S. C. Badger. Clerk.

Merrimack ss. October 20. 1840 Then Worcester Webster Jeremiah F. Daniels and Henry Burley personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Smithville Factory company to satisfy the within Execution

Before me, George W. Nesmith Justice of the Peace.

We the Subscribers having carefully and attentively examined the following described tracts of land shewn to us as the Estate of the within named Smithville Factory, a Corporation duly Established by Law and doing business in Northfield in said County, and bounded as follows viz. One tract situated in said Northfield and bounded as follows Beginning at the Southeast corner of the Yard lying South of the Smithville Factory building on the north side of the highway leading from Sandborns Bridge to Franklin village at the corner post of said Yard, thence North 3½°. East on said Yard fence and on the East side of the Counting house eleven rods five links to the south side of the canal which conveys the water to said Factory building, thence Easterly on the South side of said canal five rods fourteen links to a post, thence South 9½°. west ten rods five links to a post. thence westerly on the north

78

rods

side of said highway four rods and twenty four links to the first bound. together with the whole of the Shed setting over said Canal on the north side of said tract, Also one other tract situated in said Northfield and bounded as follows Beginning on the north side of the aforesaid highway at the southeast corner post of the yard, lying south of the canal west of the Factory building, thence north 7d west on said yard fence twelve rods Eight links to stake and stones, thence westerly on said canal or race way and four feet south of the said four rods and Eighteen links to a stake and stones, thence south 7d East twelve rods four links to a stake and stones, thence Eastuly on said highway four rods eighteen links to the first bound. Also one other tract situated in said Northfield and bounded as follows, beginning at a stake and stones on the north side of said canal or race way west of said factory building and four feet north of said canal and on a line with the east line of the last described tract thence north 7d West seven rods - fourteen links to stake and stones, thence north 88½d. west nine rods 12 links to a stake and stones thence South 3½d. E. through the center of the barn and through the center of the boarding houses number 3. and 4. including number 3. ten rods nine links to a stake and stones thence Easterly on a line four feet north of said canal nine rods twenty links to the first bound. Also the right to build a Bridge over said canal to connect the two last described tracts, Also the right to an open highway as now fenced from the first Named highway to the aforesaid - boarding houses and reserving an open highway as now used for the passing to and from the boarding houses lying west of the last mentioned tract set off and reserving one undivided half of the well on said premises to Joshua Sifield do upon our oaths say that the aforesaid tracts of land are of the value of two thousand eleven dollars and Eighty one cents and no more and we have set off the aforesaid tracts of land by metes and bounds as aforesaid in satisfaction of the within Execution.

October 20th 1840,

Henry Burley
Worcester Webster
Jeremiah F. Daniell

Merrimack ss. October 20th 1840 In pursuance of the directions of Stephen Kenrick the creditor within named I have extended the within Execution upon the tracts of land above described in the manner following viz. I caused three appraisers to be chosen that is to say Worcester Webster by the creditor within named Jeremiah F. Daniell by Musa H. Morey Clerk of the within named Smithville Factory company and Henry Burley who was chosen by my self. the said Worcester Webster Jeremiah F. Daniell and Henry Burley being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oath said that the above described tracts of land shewn to them as the Estate of the aforesaid debtor were of the value of two thousand Eleven dollars and Eighty one cents and no more And the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees and I have delivered possession and seizen of the said tracts of land to the said Stephen Kenrick the creditor within named, I therefore return this Execution fully satisfied as aforesaid,

October 20th 1840.

Daniel Osgood Dep. Sheriff

This may certify that I have this day received full seizen and possession of the above described tracts of land by Daniel Osgood Dept. Sheriff Stephen Kenrick

Fees service	23
Travel	15
Poundage	10.81
one days attendance on sitt off	2,00
Paid Register for entry	2,50
Paid Appraisers	7,00
Paid for surveying	2,00
	$24.69

On the back of the Execution is the following Indorsement
October 13. 1840. Rec'd of Daniel Osgood Deputy Sheriff Sixty dollars and fifty cents being in full of the balance due on the within Execution from the sale of the first Shed by virtue of an Act passed the last June session of the Legislature entitled An Act to incorporate the Smithville Factory Bridge Company Paid Stephen Kenrick formerly owned by the Smithville Factory Corporation

Stephen Kenrick

Received & Recorded December 2d 1840.

Examined — Mitchel Tilton Jun. Register.

No 9 Ex. Joshua Fifield v. Smithville Factory Sept. T. 1840

State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State or his Deputy, Greeting.

L.S.

Whereas Joshua Fifield of Franklin in said County Esqr. by the consideration of our Justices of our Court of Common Pleas holden at Concord within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1840. recovered Judgment against The Smithville Factory a corporation duly Established by Law and doing business in Northfield in said County

2007.85 / 8.36 — For the sum of two thousand & seven dollars Eighty five cents debt or damage, and Eight dollars thirty six cents Cost of suit, as to us appears of Record, whereof Execution remains to be done;

2016.21 / .17 / $2016.38 — We command you therefore that of the goods Chattels or Lands of the Smithville Factory within your precinct you cause to be paid and satisfied unto the said Joshua at the value thereof in money the aforesaid sums, being $2016.21, in the whole, with 17 cents more for this Writ and thereof to satisfy yourself for your own fees.

J. Fifield $835.94 / J. Carlton 1171.91 / 2007.85 / 8.36 / .17 — Hereof fail not, and make due return of this Writ with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of March next.

Witness — Joel Parker Esq. at Concord the 28. day of September Anno Domini 1840

S. C. Badger Clerk.

Merrimack ss. October 20th 1840 Then Worcester Webster Jeremiah F. Daniell and Henry Burley personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Smithville Factory Company to satisfy the within Execution.

Before me — George W. Nesmith Just. Peace.

We the subscribers having carefully and attentively examined the following described tracts of land shewn to us as the estate of the within named Smithville Factory and bounded as follows viz. one tract situated in said Northfield Beginning on the south side of the highway leading from Edward Leightons in said Northfield to Franklin Village at a stake and stones standing at the northeast corner of Jonathan Atkins homestead farm thence S. 46½ deg E. on said Jonathan's homestead twenty four rods ten links to a post, thence northerly on the highway leading from Simon Gilmans to said Franklin eighteen rods, thence westerly on the highway first named seventeen rods to the first bound. Also one other tract situated in said Northfield and bounded as follows Beginning at a maple tree Spotted standing on the East side of the River Winnipisiogee and about forty rods upstream river from the main road leading from Sandborns Bridge to Franklin Village, thence N. 19½ deg E. twenty two rods to a hemlock stump Spotted, thence down said river Winnipisiogee to the bound began at containing Eight acres and three fourths of an acre. Also one other tract of land situated in said Northfield and bounded as follows Beginning on the last named highway leading to Franklin Village on the north side thereof at the southwest corner of land which we have set of

Exp^n. Joshua Fifield, vs. Smithville Factory Sept. T. 1840

to Stephen Kenrick, thence N. 7° W. on said Kenrick's set off twelve rods four links to a stake and stones, thence westerly on a line four feet south of the canal or race way seven rods ten and one half links to stake and stones, thence S. 7° E. eleven rods fifteen links to a stake and stones, thence easterly on said highway seven rods ten links to the first bound. Also one other tract situated in in said Northfield and bounded as follows Beginning at a stake and stones standing on the north side of the aforesaid canal or race way at a stake at the south west corner of land sett off to said Kenrick, thence north 3½° E. passing through the centre of the boarding house numbered 3 and 4 and including the whole of number 4 to a stake and stones northerly of the barn nine rods twenty links thence north 88½° west two rods eight and one half links to stake and stones, thence S. 3½° E. eleven rods to a stake, thence easterly on a line four feet north of said canal two rods eight and one half links to the first bound. Also a right to an open highway as now used to the aforesaid highway leading to Franklin Village also a drift way from the second tract to the boarding house number four as the same is now used, and reserving the right to the owner of the premises lying west of the last named tract to an open highway as the same is now used. Also an undivided half of the well standing on Land of Stephen Kenrick do upon our oath say that the aforesaid tracts of land are of the value of two thousand forty five dollars thirty six cents and no more and we have sett off the same by metes and bounds as aforesaid in satisfaction of the within Execution.

Henry Burley
Worcester Webster
Jeremiah F. Daniell

October 20 1840.

$2045.36

80

Merrimack ss. October 20th 1840 In pursuance of the directions — Joshua Fifield the creditor within named I have extended the within Execution upon the tracts of land above described in the manner following viz. I caused three appraisers to be chosen that is to say Worcester Webster by the creditor within named Jeremiah F. Daniell by Musa H. Morey Clerk of the within named Smithville Factory Company and Henry Burley who was chosen by myself the said Worcester Webster Jeremiah F. Daniell and Henry Burley being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtors upon their oath said that the above described tracts of land shewn to them as the Estate of the aforesaid debtors was of the value of two thousand forty five dollars and Thirty six cents and no more And the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees and I have delivered possession and seizen of the said tract of land to the said Joshua Fifield the creditor within named I therefore return this Execution fully satisfied accordingly

Daniel Osgood, Deputy Sheriff.

Fees Service	.23
Roundage	10.58
Travel	.15
1 day attendance	2.00
fee for recording	2.50
fee for levying	3.00
fee to Nesmith	3.50
3 appraisers	7.00
	$28.96

October 20th 1840 This may certify that I have this day received full seizen and possession of the above described tracts of land by Daniel Osgood Deputy Sheriff.

Joshua Fifield
By his Atty. George W. Nesmith.

Received & Recorded December 2d. 1840,
Examined — Mitchel Gilmore Jun. Register.

81

Co. Stephen Sawyer, Smithville Factory March T. 1841

1062, 18
7, 29
1069, 47
17
$1069,64

State of New hampshire

Merrimack ss,

To the Sheriff of any County in this State, or his Deputy Greeting

Whereas Stephen Sawyer of Franklin in said County Gentlemen, by the consideration of our Justices of our court of common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of September Anno Domini, 1840 recovered judgment against the Smithville Factory a corporation duly established by law and doing business in Northfield in said County

for the sum of one thousand sixty two Dollars eighteen cents, debt or damages and seven dollars twenty nine cents Cost of Suit as to us appears of Record, whereof Execution remains to be done,

We command you, therefore, that of the goods, Chattels, or Lands of the said Smithville Factory within your precinct, you cause to be paid and satisfied unto the said Stephen at the value thereof ~~to satisfy~~ in money, the aforesaid sums, being $1069,47 in the whole with 17 cents more for this Writ, and thereof satisfy yourself for your own fees.

Hereof fail not, and make due return of this writ, with your doings therein unto our said court of Common Pleas, to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of March next.

Witness, Joel Parker Esq., at Concord the 28. day of September Anno Domini 1840

H. Rodger Clerk

Merrimack ss. October 20th 1840 Then Worcester Webster, Ferdinando F Daniell and Henry Bisley, personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shown them as the estate of the within named Smithville Factory Company to satisfy the within Execution

Before me George W Nesmith Jus. Peace.

We the subscribers having carefully and attentively examined the following premises shewn to us, as the Estate of the within named Smithville Factory, and described and bounded as follows viz, the Southern half or moiety of the new factory building with the land, on which the same is situated — said Factory building is situated on the Northern shore of Winnipisiogee River in Franklin or what is usually called the Upper Dam said Factory building and land are hereby described by a line passing perpendicularly from the middle of the highest top or ridge pole of the building or factory thence to the earth, Also one undivided third part of the Northern part or half of Dam across said River called the Upper dam, and one undivided third part of the water privilege on said Northern half of said river and one undivided half of the flume or Canal that conducts the water from said dam to said Building together with one undivided half of the water wheels as used in said Factory building, also a common right of way to and from said Factory building & privilege with a common right of way around said Factory building also the right of way to the Aiken and Robinson Shops said ways to run at right angles from said highways to said shops do upon our oaths say that the aforesaid tracts of land are of the value — Ten hundred and eighty eight Dollars and eighty six cents & no more and we have set off the same land & privilege by metes and bounds as aforesaid in satisfaction of the within execution

Henry Bisley
Ferdinando F Daniell
Worcester Webster

Exn. Stephen Sawyer v. Smithville Factory March 9. 1841.

Merrimack ss October 20th 1840 In pursuance of the directions of Stephen Sawyer the creditor within named I have this day extended the within execution upon the tract of land and building above described in the manner following, viz, I caused three appraisers to be chosen that is to say Worcester Webster by the creditor within named Jeremiah F Dennell by Mesa H Morey Clerk of the within named Smithville Factory Company and Henry Burley who was chosen by myself the said Worcester Webster Jeremiah F Dannell & Henry Burley being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtors upon there oath said that the above described tract of land and building shewn to them as the estate of the aforesaid debtors was of the value of ~~ten~~ hundred and eighty eight dollars and eighty six cents and no more and the said appraisers set off the same land and buildings by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees and I have delivered possession and seisin of the said tract of land and building to the said Stephen Sawyer the creditor within named I therefore return this execution fully satisfied as aforesaid

Daniel Osgood Dept Sheriff

October 20th 1840 This may certify that I have this day received full seisin and possession of the above described tract of land and buildings by Daniel Osgood Dept Sheriff

Stephen Sawyer

87

Fees Service 23
Travel 15
Poundage 594
1 Days attendance & 00 on setting off
Fee for recording 2,50
Ab appraisers 7,00
Ab Merrimack 2,00
$14,82

Recorded January 27 AD. 1841.
Examined -
Mitchel Gilmore Jr Register.

Exn. Joseph Noyes v. Smithville Factory March 9. 1841.

State of New Hampshire

Merrimack ss.

To the Sheriff of any County in this State or his Deputy Greeting

L.S.

Whereas Joseph Noyes of Franklin in said County Gentleman by the consideration of our Justices of our Court of Common Pleas holden at Concord within and for the County of Merrimack on the third Tuesday of September Anno Domini 1840 recovered judgement against the Smithville Factory a corporation duly established by law & doing business in Northfield in said County

2470, 87
7 73
2478.60
17
$2478,77
973 00 Costs
1505,77

For the sum of two thousand & four hundred & seventy Dollars Eighty seven cents debt or damages and seven dollars seventy three cents cost of suit, as to us appears of Record, whereof Execution remains to be done

We commend you therefore that of the Goods Chattels or Lands of the said Smithville Factory within your precincts, you cause to be paid and satisfied unto the said Noyes at the value thereof in money, the aforesaid sums, being $2478,60 in the whole with 17 cents more for this writ, and thereof to satisfy yourself for your own fees

Ex^{n} Joseph Noyes a. Smithville Factory March S. 1841

Hereof fail not, and make due return of this Writ, with your doings thereon unto our said Court of Common Pleas, to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of March next

Witness Joel Parker, Esq, at Concord, the 28, day of September Anno Domini 1840

S. B. Badger Clerk,

Merrimack ss, October 20th 1840 Then Worcester Webster Jeremiah F Dannel and Henry Burley personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named Smithville Factory Company to satisfy the within Execution

Before me George W Nesmith Jus, Peace

We the, subscribers having, Carefully and attentively examined the within named tracts of land shewn to us as the Estate of the within named Smithville Factory and bounded as follows viz, a tract of land situated in Northfield in the County of Merrimack, beginning at the North bank of the river Winnipiseogee at a Meeple tree spotted Standing at the South East Corner of land set off to James Garland on the ox bow so called thence N. 19 ½ deg, East on said Fifields set off 22 Rods to a hemlock stump spotted, thence Easterly on said river 48, Rods to a stake and Stones, thence South 3 ½ deg, East two rods, thence North 88 ½ deg, West eleven Rods 20 ½, links on land set off to Stephen Kennick and Joshua Fifield to a stake and stones, thence south 3 ½ deg, East on said Fifields set off eleven rods to a stake and stones standing four feet north of the Canal, thence south 87 ½ deg, west twenty rods to a large White Oak Tree Spotted, and thence on same course four rods to said river to a stake & stones, thence Northerly up said river 33 Rods to the first bound + also the right of way, as now used and enjoyed over & across the premises set off to Stephen Kennick & others passing from said premises herein set off to the road leading from Sanborns bridge to Franklin Village Hereby reserving a right of way one & half rods wide across said premises to the land set off to Joshua Fifield Esq, at the ox bow so called also one other tract of land situated in said Northfield described as follows, beginning on the North side of the highway leading from Sanborn bridge to Franklin Village at the South West corner of land set off to Joshua Fifield at a stake and Stones, thence North 80 ¾ deg, west, on the North side of said Road 27 Rods, 82 ½ links to the river Winnipiseogee to a stake & Stones, thence Northerly on said river 17 rods to a stake & stones, thence North 87 ½ deg, East, 24, rods to a stake & Stones standing four feet North of the Canal or race way thence South 3 deg, East, 12 rods, 21 links to the first bound together with the water power as heretofore used and enjoyed as far East as the easterly line of Stephen Kendrick, set off meaning the water in the said factory canal or race way Also one undivided fourth part of one other tract of land described & bounded as follows, beginning on the North side of the highway leading from Sanborn bridge to Franklin village at the South East Corner of the west yard in front of Factory boarding houses thence North 7 degrees West on said yard fence 13 rods, 8 links to a stake and stones standing four feet south of the Canal or race way thence westerly on a line four feet south of said Canal 12 rods 3 ½ links To a stake and stones thence North 7 deg, West 1 rod, 6 links to a stake & stones thence Easterly on a line four feet North of said Canal 12 rods 3 ½ links to a stake and Stones thence, North 7 deg, West 2 rods, 18, links to the river thence Easterly on the river Winnipiseogee river 14, rods four links to a post thence South five degrees West six rods eleven links to a post thence Easterly on the North end of the counting house building one rod six links thence southerly

Continued

on the East side of said Counting house, and the yard fence 12 Rods and five links to the south East corner peirt of the Factory yard, thence westerly on the North side of said road eleven rods two links to the first bound together with one undivided fourth of the canal & Water in the same leading from the Factory dam above to the Factory & below the same as far as the canal is covered over or as far as the East line of Stephen Hendricks set off Also reserving the right of an open away as now used to the boarding house & land West of said premises as heretofore exprieped or enjoyed also reserving the right to the use and enjoyments of the water in the River Winnipiseogee to the premises situated below or west of the same so as not to pequirer or interfere with the occupants at the Dram dam so called Also we set off one undivided fourth peirt of a tract of land situate in said Northfield & Described as follows beginning on the south side of the Winnipiseogee river about two rods East of the dam at the North west corner of Jonathan Sanelborns land at a small oak tree spotted, thence south on said Jonathans land ten Rods to a post thence westerly on the North side of the road leading from Edward Leightons to Franklin Villege 12 rods and twenty links to a post, thence North one degree west on Daniel Merricks land & thence on same Course sixteen rods to a stake and stones thence Easterly on said River 16 rods 21 links to the first bound together with one undivided fourth part of the dam and water owned by the said Corporation reserving the highway now Croping said premises

Now as to the whole of the first two described premises and as to one undivided fourth part of the two last described tracts of land we do upon our oaths say that the same are of the value of twenty five hundred and nineteen Dollars and four Cents & no more and we have set off the aforesaid tracts of land by metes & bounds as aforesaid and have assigned the whole of the first two tracts of land and one undivided fourth part of each of the last two described ~~tracts~~ tracts of land to the said Joseph Noyes the creditor within named in full satisfaction of this Execution

Henry Burley
Jeremiah F Donnell
Worcester Webster

Merrimack ss, October 20th 1840 In pursuance of the directions of Joseph Noyes the creditors within named I have extended the within execution upon the two first above described tracts of land I have also extended the within execution upon one undivided fourth part of the two last above described tracts of land in the manner following to wit, I caused three appraisers to be chosen that is to say Worcester Webster by the creditor within named Jeremiah F Donnell by Moses H Moore Clerk of said Smithville Factory Company within named and Henry Burley who was chosen by myself the said Worcester Webster Jeremiah F Donnell and Henry Burley being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtors upon there Oath said that the above described tracts of land shewn to them as the estate of the estate of the aforesaid debtors was of the value of Twenty five hundred and nineteen Dollars and four cents and no more

84

Continued

And the said appraisers set off the same bound by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees and I have delivered possession and seisin of the said tracts of land to the said Joseph Noyes the creditor within named I therefore return this execution fully satisfied as aforesaid

Daniel Osgood D. Dept Sheriff

October 20th, 1840 This may certify that I have this day received full seisin and possession of the above described tracts of land by Daniel Osgood Deputy Sheriff, Joseph Noyes

Fees Service, 23
Travel .15
Poundage 12,39
Days attendance 2,00 on setting off
Pd for recording 2,50
Pd for surveying 3,00
Pd Nesmith 2 00
Pd appraisers 18,00
$40,27

Received and Recorded January 27th A.D. 1841
Examined — Mitchel Gilmore Jr Register.

Ecr. Exeter Bank v. George Kent. Mer. Term 1841.

State of New Hampshire.

Merrimack Ss.

To the Sheriff of any County in this State, or his Deputy, Greeting.

Whereas the President Directors and Company of the Exeter Bank, a corporation whose place of business is in Exeter in our County of Rockingham.

By the consideration of our Justices of our court of Common Pleas holden at Concord, within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1840. recovered Judgment against George Kent of Concord in said County, Esqr in

2073..29 For the sum of two thousand & seventy three Dollars
7..24 twenty nine Cents debt or damages, and seven Dollars twenty
2080..53 four cents cost of suit, as to us appears of Record, whereof
17 Execution remains to be done;

We command you therefore, that of the Goods, and Chattels, or Lands of the said George within your precinct, you cause to be paid and satisfied unto the said Bank, at the value thereof in money, the aforesaid sums, being $2080.53 in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said George to be by him shewn unto you, or found within your precinct to the acceptance of said Bank to satisfy the sums aforesaid: We command you to take the body of the said George and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Bank the Creditor, or otherwise by order of Law. —

Continued

Hereof Fail not, and make due return of this Writ, with your doings therein, unto our said Court of Common Pleas to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of March next.

Witness,- Joel Parker Esqr, at Concord the 13. day of October Anno Domini, 1840.

S. C. Badger - Clerk.

Merrimack Ss. October 23. 1840. Then Samuel Coffin Abiel Walker and Charles Hutchins personally appeared and made Oath that they would faithfully and impartially appraise such lands and tenements as should be shown them as the Estate of the within named George Kent to satisfy the within Execution

Before me. John Pettingill, Justice of the Peace.

We the Subscribers having carefully and attentively examined a tract of land shewn to us as the Estate of the within named George Kent situated in Concord in said County and bounded as follows, to wit. Beginning at the corner of State and Pleasant Streets. thence running Westerly from the west line of State Street fourteen rods and twelve links on Pleasant Street to William Kents house lot, thence northerly by said Kents house lot nine rods to Enos Blake's land, thence Easterly by land of said Blake six rods and nineteen links to land of Nathaniel P. Rogers, thence by land of said Rogers southerly three rods, thence Easterly twenty three and an half links, thence Southerly nineteen links and thence Easterly to said State street, thence Southerly by said State Street to Pleasant Street to the place begun at, and We have set off the said tract of lands and buildings by metes and bounds as aforesaid, and have assigned one undivided half part thereof to the said President, Directors and Company of the Exeter Bank the creditor within named.

Also one other tract of land with the buildings thereon, situate in said Concord, and bounded as follows, to wit, Beginning on Spring Street, six rods northerly from the north line of School Street, thence running Westerly at right angles with said Spring Street eight rods from the west line of it. thence northerly parallel with said Street five rods, thence easterly parallel with the first described line eight rods to said Spring Street, thence Southerly by said Street five rods to the place of Beginning-

Also one other tract or parcel of land situated ~~xxx~~ in said Concord and bounded as follows, to wit, Beginning at the corner of Merrimack and Warren Streets, thence running northerly on the west line of Merrimack Street sixty rods to Centre Street, thence westerly on said Centre Street forty rods to Washington Street, thence Southerly by said Washington Street seventy nine rods to said Warren Street, thence Easterly by said Warren Street to the place of beginning,

86

8vo

Continued - 2

containing about twenty one and an half acres, excepting and reserving the dwelling house owned and occupied by Charles Libby. do upon our oaths say that the two last above described tracts of land and the buildings thereon together with the one undivided half part of the first above described tract of Land and buildings thereon are of the value of twenty one hundred Eighteen dollars and ninety seven Cents and no more. and We have set off and assigned the said several tracts of land and buildings thereon as aforesaid by metes and bounds as aforesaid in satisfaction of this within Execution. —

Samuel Coffin
Abiel Walker
Chs. Hutchins

October 23. 1840.

Merrimack Ss. October 23. 1840 - In pursuance of the directions of Ephraim Eaton Atty for creditors within named. I have Extended the within Execution upon the tracts of Land above described in the manner following viz. I caused three appraisers to be Chosen. that is to say Abiel Walker by said Eaton Atty for the creditors within named. Charles Hutchins by the debtor within named, and Samuel Coffin who was Chosen by myself. the said Abiel Walker. Charles Hutchins and Samuel Coffin being all reputable freeholders and residents in said County of Merrimack. who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor. upon their oath said they the above described tracts of land shewn to them as the Estate of the aforesaid debtor were of the value of twenty one hundred Eighteen dollars and ninety seven cents and no more and the said appraisers set off the same lands by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tracts of land to the said E. Eaton Atty. for the Creditors within named I therefore return this Execution fully satisfied as aforesaid —

Fees = Service & travel	.28
Poundage	13.15
Appointing & notifying appraisers	2.00
Paid Justices fees.	.51
Attendence with Appraisers	.83
Paid appraisers & Expenses	19.00
Return & certifying	1.00
Recording Execution	1.50 $38.27

John Pettingill D. Sheriff

October 23. 1840 - This may certify that I have this day received full seizen and possession of the above described tracts of land by John Pettingill D. Sheriff as The President Directors and Company of the Exeter Bank by Ephraim Eaton, Atty.

Received and Recorded February 6th A.D. 1841.
Examined -
Mitchel Gilmore Jr. Register.

Ct. Harriet Huntington v. George Kent March Term 1841.

State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State, or his Deputy Greeting.

L.S.

Whereas, Harriet Harrington of Concord in said County Widow Spinster, by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1840, recovered Judgment against George Kent of Concord in said County Esquire.

1512.00 For the Sum of fifteen Hundred & twelve dollars debt or
6.24 damages, and six dollars twenty four cents Cost of Suit, as
1518.24 to us appears of Record whereof Execution remains to be done
17 We command you therefore that of the goods, Chattels, or Lands
1518.41 of the said George within your precinct, you cause to be
372.87 paid and satisfied unto the said Harriet at the value thereof
1145.54 in money, the aforesaid Sums, being $1518.24 in the whole with 17 Cents more for this Writ; and thereof to satisfy yourself for your own fees,. And for want of Goods, Chattels, or Lands of the said George to be by him shewn unto you, or found within your precinct, to the acceptance of the said Harriet to satisfy the Sums aforesaid: We commend you to take the body of the said George and — commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full Sums above mentioned, with your fees; or that he be discharged by the said Harriet the Creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this Writ with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of March next;

Witness Joel Parker Esq. at Concord the 13th day of October Anno Domini 1840.—

S. B. Badger, Clerk.

Merrimack ss. October 23, 1840 — Then Samuel Coffin, Abial Walker and Charles Hutchins personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named George Kent to satisfy the within — Execution

Before me — John Pettingell Justice of the Peace.

We the Subscribers, having carefully and attentively examined the several tracts of land situated in Concord in said County, shewn to us as the Estate of the within named George Kent and bounded as follows, to wit: Beginning at the Corner of Warren and Rumford Streets, thence running northerly by the West line of said Rumford Street about Thirty rods to School Street, thence Westerly by said School Street about Eighteen and an half rods to Merrimack Street, thence

Returned on this Execution three hundred and seventy two dollars and eighty seven cents
I Lewis Downing - as on the Note declaration - - in this for this Judgment & Execution - also in Exo - signed on said note within named George Kent
October 22 - 1840
Ephraim Eaton Atty

$372.87

88

Continued

Southerly by Merrimack Street about thirty two ~~rods~~ and an half rods to Warren Street, thence Easterly by said Warren Street about Eighteen and an half rods to Rumford Street at the place begun at, containing about three and an half acres, Also one other tract of land situated in said Concord and bounded as follows:- Beginning on Spring Street at a point twenty one rods southerly of the South line of School Street, thence running Easterly at right angles with said Spring Street Eight rods, thence Southerly parallel with Spring Street about five rods to Warren Street, thence Westerly by Warren Street about Eight rods to Spring Street, thence Northerly by Spring Street to the place of beginning -

Also one other tract of land situated in said Concord and bounded as follows, Beginning on the north line of School Street at a point Eight rods Westerly of the west line of Spring Street, thence Northerly parallel with Spring Street thirty two rods to Centre Street, thence Westerly by said Centre Street ten rods and nine links to Rumford Street, thence Southerly by said Rumford Street thirty rods to School Street, thence Easterly by said School Street ten rods and two links to place of beginning, containing about three hundred and ten square rods -

Also one other tract of land situated in said Concord and bounded as follows:- Beginning on the west line of Spring Street eight rods northerly of the north line of Pleasant Street, thence running Westerly at right angles with said Spring Street Eight rods, thence southerly parallel with Spring Street ten rods and ten links to Pleasant Street thence westerly by said Pleasant Street ten rods and two links to Rumford Street, thence northerly by said Rumford Street twenty five rods, thence Easterly at right angles with said Rumford Street eighteen rods to Spring Street at the place of Beginning -

Also one other tract or parcel of land situated in said Concord and bounded as follows:- Beginning on the west line of Spring Street at a point twenty Eight rods northerly of the north line of Pleasant Street, thence running, westerly at right angles with said Spring Street about eighteen rods to Rumford Street, thence northerly by said Rumford Street fifteen rods, thence Easterly at right angles with said Rumford Street ten rods thence southerly parallel with Rumford Street about eight and an half rods to Warren Street, thence Easterly by Warren Street aforesaid about Eight rods to Spring Street, thence southerly by said Spring - about eight rods to the place of beginning Excepting and reserving Warren Street and the House & Gilman Cutting thereon, do upon our oaths say that the several tracts of land aforesaid are of the value of Eleven hundred sixty seven dollars and no more, and We have set off the same tracts of land aforesaid by metes and bounds as aforesaid, in Satisfaction of the within Execution,

Saml Coffin
Chs J Cutting
Abial Walker

October 23. 1840.

Continued

Merrimack Ss. October 23. 1840. I- pursuance of the direction of Ephraim Eaton Atty- for Harriet Huntington the Creditor within named, I have extended the within Execution upon the tracts of land above described in the manner following, Viz. I caused three appraisers to be Chosen, that is to say Abial Walker by Ephraim Eaton Atty- for the creditor within named, Charles Hutchins by the debtor within named and Samuel Coffin who was chosen by my self, the said Abial Walker, Charles Hutchins and Samuel Coffin being all reputable freeholders and residents in said County of Merrimack. Who being sworne before a Justice of the Peace faithfully and impartially to appraise such Lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oaths said that the above described tracts of land shewn to them as the Estate of the aforesaid debtor, was of the value of eleven Hundred sixty seven dollars and no more. And the said appraisers set off the same Land by metes and bounds as aforesaid as that same in satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tracts of land to the said Ephraim Eaton atty for the said Harriet Huntington the creditor within named, I therefore return this Execution fully satisfied as aforesaid

Fees- Service and travel .28
Paid dage 11..34
Appts & Notes appraisers 1..00
Paid Justice fees - .51
attendance with appraisers .83
Paid appraisers 5.00
Return & Certifying 1 00 John Pettingill D. Sheriff
Recording Execution 100- $21.46

October 23. 1840. This may certify that I have this day receive full seizen and possession of the above described tracts of land by John Pettingill D. Sheriff.

Ephraim Eaton atty.

Received and Recorded February 23. 1841.

Examined Mitchel Gilmore Jr Register.

91

Exn. Ephraim Elliot v. George J. Eastman Nov. T. 1841.

State of New Hampshire,

Merrimack Ss.

To the Sheriff of any County in this State or his deputy Greeting,

(Ls.)

Whereas, Ephraim Elliot of Concord in said County Yeoman by the consideration of our Justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1840, recovered Judgment against George J. Eastman of said Concord Yeoman.

192.21 For the sum of one hundred & ninety two dollars twenty
6.54 one cents debt or damages and six dollars fifty four
198.75 cents cost of suit, as, appears of Record, whereof Execution remain
.17 to be done

We command you therefore that of the Goods, Chattels or Lands of the said George within your precinct, you cause to be paid and satisfied unto the said Ephraim at the value thereof in money the aforesaid sums being $198.75 in the whole with 17 cents more for this writ, and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels or Lands of the said George to be by him shewn unto you, or found within your precinct, to the acceptance of the said Ephraim to satisfy the sums aforesaid; We command you to take the body of the said George and him commit unto either of our said Gaols within your precinct, and detain in your Custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Ephraim the Creditor, or otherwise by order of Law,

Hereof fail not and make due return of this Writ with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of March next.

Witness Joel Parker Esq. at Concord, the 28 day of September anno Domini 1840.

S. G. Badger Clerk

Merrimack Ss. October 23. 1840. Then Stephen G. Badger, Isaac Farrington and William H. Gage personally appeared and made Oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named George J. Eastman to satisfy the within Execution.

Before me — John Pettingill Justice of the Peace.

We the subscribers having carefully and attentively Examined a tract of land Shewn to us as the Estate of within named George J. Eastman situated in Concord in said County and bounded as follows, beginning on the Easterly side of the road that runs from the Horse Hill Bridge-road, so called, by a school house in District No. 23. in said Town at a stake & stones —

Continued

adjoining Land this day Set off on an Execution in favor of Abel Baker, thence North Eighty Seven degrees East by said Bakers Land thirty Eight rods & one half to the Easterly side line thereof to a Stake & stones, thence South twenty three degrees East on said Easterly line fourteen rods & fifteen links to the South line of said tract of Land, thence South seventy Eight degrees west on said South line forty two rods & Eight links to said road at a Stake & stones. thence North three degrees East Eight rods & ten links to the bound begun at containing two acres & two thirds of an acre of the value of twenty nine dollars & thirty three cents.

Also one other piece of Land situated in Roseinond in said County it being a part of Lots No. three & four in the first range of Lots Laid out to the original right of Theodore Coker and bounded as follows. to wit- Beginning at the South west corner of said Eastmans Land on the South line of said Lot No four at a Stake and stones. thence North seventy four degrees East on the southerly line of said Lots one hundred and two rods & seventeen links to the Easterly line of said Lot No three to a Stake and stones thence north sixteen degrees West Sixty two rods on said line to a Stake & stones, thence South seventy four degrees West a line parallel with the South line ~~seventy seven~~ ninety four rods to the west line of said Eastmans Land to a Stake and stones, thence - southerly on said Eastmans west line to the bound begun at containing thirty Eight acres of the value of one hundred & Eighty one dollars & forty Six cents. which ~~several~~ tracts of Land are of the value of two hundred & ten dollars & seventy nine cents and no more, and We have set off the same Land by metes and bounds as aforesaid in Satisfaction of the within Execution -

Stephen C. Badger
Isaac Farnum
William H. Gage

92

Nunmuck Ss. October 23. 1840. In pursuance of the directions of Ephraim Elliot the creditor within named I have extended the within Execution upon the tracts of land above described in the manner following viz. I caused three appraisers to be chosen that is to say Isaac Farnum by the Creditor within named Stephen C. Badger who was chosen by my self and William H. Gage who was also chosen by my self for the said George J. Eastman the debtor within named the said debtor having been duly notified and requested by me to choose an appraiser and having refused so to do - the said Isaac Farnum Stephen C. Badger and William H. Gage being all reputable free holders and residents in said County of Mininecock who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oath said that the above described tract of land shewn to them as the Estate of the aforesaid debtor was of the value of two hundred ten dollars and seventy nine cents and no more, and the said appraisers set off the said Land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and any fees and I have delivered possession and seizen of the said tracts of land to the said Ephraim Elliot the Creditor within named I therefore return this Execution fully satisfied as aforesaid -

Fees - Levies & Travel	63
Poundage	3.23
Appointing & notifying appraisers	1.00
Paid Justice fees -	.51
Expenses	1.00
Paid Appraisers	3.00
Paid Surveyor	.50
Return & Certifying	1.00
Recording Execution	100
	$11.87

John Pettingill D. Sheriff -

October 23. 1840 This may certify that I have this day received full seizen and possession of the above described tracts of land by John Pettingill D. Sheriff

C. H. Peaslee atty for Ephraim Elliot

Received & Recorded Feby. 23. 1841.

Examined - Mitchel Gilmore Jr. Register.

93

Ecs.n James Hoyt v. George J. Eastman Mer. T. 1841.

State of New Hampshire.

Merrimack Ss.

To the Sheriff of any County in this State or his Deputy. Greeting.

L.S.

Whereas. James Hoit of Concord in said County Esquire Administrators of the goods and Estate that were of William Eastman Late of said Concord deceased Blacksmith by the consideration of our Justices of our court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1840 recovered judgment against George J. Eastman of Concord in said County. Yeoman.

61.21 For the sum of sixty one Dollars twenty one cents debt
13.93 or damages, and thirteen dollars ninety three cents cost of suit,
75.14 as to us appears of Record whereof Execution remains to be done.
.17 We command you therefore, that of the Goods, chattels, or Lands, of the said George within your precinct, you cause to be paid and Satisfied unto the said James at the value thereof in money the aforesaid sums, being $75.14. in the whole with 17 cents more for this Writ, and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels or lands of the said George to be by him Shewn unto you, or found within your precinct, to the acceptance of the said James to satisfy the Sums aforesaid; We command you to take the body of the said George and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees, or that he be discharged by the said James the Creditor or otherwise by order of Law

Hereof fail not and make due return of this Writ with your doings thereon unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of March next.

Witness- John Parker Esq. at Concord the 28. day of September Anno Domini 1840

S. G. Badger. Clerk.

Merrimack Ss. October 23. 1840. Then Stephen G. Badger Isaac Farnum and William H. Gage personally appeared and made oath that they would faithfully and impartially appraise such Lands and tenements as should be Shewn them as the Estate of the within named George J. Eastman to satisfy the within Execution -

Before me - John Pettingill Justice of the Peace.

We the subscribers having carefully and attentively Examined a tract of Land Shewn to us as the Estate of the within named - George J. Eastman situate in Boscawen in said County it being a part of Lots No. three and four in the first range of Lots laid out to the original right of Theodore Potter and bounded as follows to wit. Beginning at the South west corner of said Land, and adjoining Land this day Set off on Execution in favor of Ephraim Elliot, thence north Seventy four degrees East across

Continued

said Lots on the northerly line of said Elliots Land ninety four rods to a Stake and Stones, thence North Sixteen degrees west on the East line of said Lot thirty Eight rods to a Stake & Stones thence South Seventy four degrees west Eighty Eight rods & seventy Links to the west line of said Eastmans Land to a Stakes & Stones, thence Southerly on said West line to the bound begun at containing twenty one acres & two thirds of an acre of the value of Eighty four Dollars & Seventy cents and no more. and We have set off the demd Land by metes and bounds as aforesaid in satisfaction of the within Execution.-

S. C. Badger
Isaac Farnum
William H. Gage

Merrimack Co. October 23. 1840. In pursuance of the directions of James Hoyt the creditor within named I have extended the within Execution upon the tract of land above described in the manner following viz I caused three appraisers to be chosen that is to say Isaac Farnum by the Creditor within named Stephen C. Badger who was chosen by my self and William H. Gage who was also chosen by my self for the said George J. Eastman the debtor within named the said debtor having been duly notified and requested by me to choose an appraiser and having refused so to do. the said Isaac Farnum Stephen C. Badger and William H. Gage being all reputable freeholders and residents in said County of Merrimack who being Sworne before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their Oath said that the above described tract of land shewn to them as the Estate of the aforesaid debtor was of the value of Eighty four dollars and seventy cents and no more and the said appraisers set off the said land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees and I have delivered possession and seizen of the said tract of land to the said James Hoyt the Creditor within named I therefore return this Execution fully Satisfied as aforesaid, &

Fees — Service & travel	.63
Paid Days	1.75
Appointing & notifying appraisers	1.00
Paid Justice fees —	.37
Expenses —	50
Paid Appraisers	3.00
Return & certifying	1.00
Recording Execution	1.00 $9.39

John Pettingill, D. Sheriff

October 23. 1840. This may certify that I have this day received full seizen and possession of the above described tract of land by John Pettingill, Deputy Sheriff

Pierce & Fowler Attorneys
for Plaintiff.

94

Received and Recorded Feby. 25. 1841.
Examined
Mitchel Gibson Jr. Register

Ex.n Jeremiah Kimball & al v. George J. Eastman Mar. T. 1841

State of New Hampshire

Merrimack ss.

To the Sheriff of any County in this State or his Deputy. Greeting.

L.S.

Whereas. Jeremiah Kimball and Luther G. Johnson both of Boscawen in said County Traders & partners jointly doing busines at said Boscawen under the firm and name of Kimball & Johnson. by the consideration of our Justices of our Court of Common Pleas. holden at Concord. within and for the County of Merrimack. on the Third Tuesday of September Anno Domini 1840. recovered judgment against George J. Eastman of Concord in said County Yeoman.

301. 62 For the sum of three hundred & one dollars sixty two cents
15. 25 debt or damages. and fifteen dollars twenty five cents cost of
316.. 87 suit. as to us appears of Record whereof Execution remains
17 to be done,

We command you therefore that of the Goods, Chattels or Lands of the said George within your precinct, you cause to be paid and satisfied unto the said Jeremiah & Luther at the value thereof in money the aforesaid sums. being $316, 87 in the whole with 17 cents more for this Writ: and for want thereof to satisfy yourself for your own fees: And for want of Goods Chattels. or Lands of the said George to be by him shewn unto you. or found within your precinct. to the acceptance of the said Jeremiah & Luther to satisfy the sums aforesaid We command you to take the body of the said George and him commit unto either of our Gaols within your precinct. and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees: or that he be discharged by the said Jeremiah & Luther the creditor or otherwise by order of Law.

Herein fail not and make due return of this Writ. with your doings therein. unto our said Court of Common Pleas. to be holden at Concord. in our County of Merrimack aforesaid on the third Tuesday of March next.

Witness— Asael Parker Esq. at Concord the 28. day of September Anno Domini 1840.

Attest. Badger Clerk.

Merrimack ss. October 23. 1840. Then Stephen C. Badger Isaac Farnum and William H. Gage personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named George J. Eastman to satisfy the within Execution

Before me John Pettingill Justice of the Peace.

Merrimack ss. October 23. 1840. I then Levied the within Execution on the right in equity which the within named Geo. J. Eastman had to redeem the following described tract or parcel of land with the buildings thereon situated in Concord in said County and bounded as follows. to wit. on the North by land occupied

On Execution

by Joseph Hall West by Land of the late William Eastmans deceased, South by Land of Thomas Eastman & East by Land of Nathan Moore it being the homestead farm now occupied by said Geo. J. Eastman containing fifty acres more or less, and on the said twenty third day of October I advertised that I should sell the said right in equity on the premises in said Concord on Tuesday the twenty fourth day of November next, by posting up written notifications at two of the most publick places in said Concord where said Estate lies of the time & place of Sale more than thirty days prior thereto and also gave said Geo. J. Eastman a notice of the same on the said 23d day of October of the time & place of sale being more than thirty days prior to said Sale and the said Geo. J. Eastman not having redeemed the same within said time agreeably to said advertisements on the 24th day of November A.D. 1840. I exposed the equity of redemption aforesaid at publick auction to the highest bidder on the premises in Concord aforesaid between the hours of ten O. clock in the forenoon & six O clock in the afternoon and I sold the same between said hours of ten A.M. & six P.M. on said 24th day of November to Enoch F. Eastman & William M. Eastman the highest bidders for the sum of two hundred & Eighty dollars, of which I have applied to pay my fees and charges for advertising said Equity of redemption the sum of twelve dollars & twenty Eight cents. Also have applied the sum of two hundred, sixty seven dollars & seventy two cents in part payment of the within Execution –

Fees – Service & travel	.73	I therefore return this Execution satisfied in part
Pounding	4.05	for the sum of two hundred sixty seven
advertising & notice	3.50	dollars & seventy two cents and no more
& filing & making deed	3.00	
Return & certifying	1.00	
	12.28 pd.	John Pettingill — D. Sheriff.

Merrimack Co. November 24. 1840 – Received of John Pettingill D. Sheriff, two hundred sixty seven dollars & seventy two cents in part payment of the within Execution –

$267.72 cts

Kimball & Johnson

We the subscribers having carefully and attentively examined a tract of land shown to us as the Estate of the within named George J. Eastman and bounded as follows to wit, beginning on on the South side of the road passing by School House No. 23. in Concord at a stake and stones, thence south twenty three degrees East twenty three rods & fifteen Links to a stake & stones, thence north sixty seven degrees West at right angles with said first line twenty ~~two~~ five rods to a stake and stones on the easterly side of the road leading from the Horse Hill road, so called, by said School House No. 23, thence North three degrees East by said road, sixteen rods & twenty three links to a stake and stones, thence by said road nineteen rods & six Links to the bound begun at. containing two acres and one half said land being situated in Concord in the County of Merrimack do upon our oath say that the same tract of land is of the value of fifty eight dollars and forty one cents and no more. And We have set

96

Continued

the same Land by metes and bounds as aforesaid in satisfaction of the Executions due as aforesaid, & the within Execution

Stephen C. Badger
Isaac Farnum
William H. Gage

Merrimack ss. October 23. 1840 - In pursuance of the directions of Kimball and Johnson the Creditors within named I have Extended the within Execution upon the tract of Land above described in the manner following, viz. I caused three appraisers to be chosen, that is to say Isaac Farnum by the Creditors within named Stephen C. Badger who was chosen by myself, and William H. Gage who was also chosen by myself for the said George J. Eastman the debtor within named, the said debtor having been duly notified and requested by me to choose an Appraiser, and having refused and neglected so to do - the said Isaac Farnum, Stephen C. Badger and William H. Gage, being all disinterested freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor, from their Oaths said that the above described tract of land shewn to them as the estate of the aforesaid debtor was of the value of fifty Eight dollars & forty one Cents and no more - And the said appraisers set off the said land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees. And I have delivered possession and seizen of the said tract of land to the said Kimball & Johnson the Creditors within named - I therefore return this this Execution fully satisfied as aforesaid -

Fees — Poundage	25
Appointing & Accepting	1 00
Paid Justice fees	.37
Attendance with do	83
Expenses	1.00
Paid Appraisers	3.00
Paid Surveyor	50
Returns & Certifying	1.00
To. Even —	1 00 $9.09

John Pettingill, D. Sheriff.

October 23. 1840 This may certify that I have this day received full seizen and possession of the above described tract of Land by -

John Pettingill D. Sheriff.

H. Hutchins, Atty.

Received & Recorded February 23. A.D. 1841.

Examined -

Mitchell Gilmore Jr. Register.

Ex^n. Abel Baker v. George J. Eastman Mar. T. 1841.

State of New Hampshire.

Merrimack Ss.

To the Sheriff of any County in this State or his Deputy. Greeting.

L.S.

Whereas, Abel Baker of Concord in said County, Esquire, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1840. recovered Judgement against George J. Eastman of said Concord Yeoman, —

43.16 For the sum of ~~three~~ forty three dollars sixteen cents
12.13 debt or damages, and twelve dollars thirteen cents cost
55.29 of suit, as to us appears of Record whereof Execution remains
.17 to be done;

We command you therefore, that of the Goods, Chattels or Lands of the said George, within your precinct, you cause to be paid and satisfied unto the said Abel at the value thereof in money the aforesaid sums, being $55.29 in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees, and for want of Goods, Chattels, or Lands of the said George to be by him shewn unto you, or found within your precinct, to the acceptance of the said Abel to satisfy the sums aforesaid We command you to take the body of the said George and him Commit unto either of our Gaols within your precinct and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees, or that he be discharged by the said Abel the creditor or otherwise by order of Law.

Hereof fail not and make due return of this Writ; with your doings therein unto our said Court of Common Pleas to be holden at Concord, in our County of Merrimack aforesaid on the Third Tuesday of March next,

Witness Joel Parker Esqr. at Concord the 28. day of September Anno Domini 1840

J. L. Badger, Clerk.

Merrimack Ss. October 23. 1840. Then Stephen L. Badger Isaac Farnum and William H. Gage personally appeared and made oath that they would faithfully and impartially appraise such Lands and tenements as should be shewn them as the Estate of the within named George J. Eastman to satisfy the within Execution &

Before me John Pettengill, Justice of the Peace.

We the subscribers having carefully and attentively examined a tract of Land shewn to us as the Estate of the within named George J. Eastman situated in Concord in said County and bounded thus as follows, beginning on the Easterly side of the road that runs from the Horse Hill Bridge road, so called, by School House in District No. 23. in said Town at a stake and stones adjoining Land this day

98

Continued

Set off on Execution in favor of Jeremiah Kimball & Luther S. Johnson, thence north sixty seven degrees East by said Kimball & Johnson Land twenty five rods to the Easterly side thereof, to Stake & Stones, thence South twenty three degrees East, on said Easterly line twenty Eight rods to a Stake & Stones; thence South sixty seven degrees West thirty Eight rods & one half to said road at a Stake & Stones, thence North three degrees East thirty rods & Seventeen Links by said road to the bound begun at containing five and one half acres, do upon our oaths say, that the same tract of land is of the value of Sixty five dollars and forty six cents and no more, and We have set off the same Land by metes and bounds as aforesaid in Satisfaction of the within Execution—

Stephen C. Badger
Isaac Farnum
William H. Gage

Merrimack ss. October 23. 1840. In pursuance of the directions of Abel Baker the creditor within named I have extended the within Execution upon the tract of land above described in the manner following viz. I caused three appraisers to be chosen that is to say Isaac Farnum by the creditor within named, Stephen C Badger who was chosen by myself and William H. Gage who was also chosen by myself for the said George J. Eastman the debtor within named the said debtor having been duly notified and requested by me to choose an appraiser and having refused so to do— the said Isaac Farnum, Stephen C. Badger and William H. Gage being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shown to them as the Estate of the within named debtor upon their oaths said that the above described tract of land shewn to them as the Estate of the aforesaid debtor was of the value of Sixty five dollars & forty six cents and no more. And the said appraisers set off the said land by metes and bounds as aforesaid at their dues in satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tract of land to the said Abel Baker the creditor within named I therefore return this Execution fully satisfied as aforesaid.

Fees—	Travel & Service	.63
	Poundage	1.36
	Appointing & notifying appraisers	1.00
	Paid Justice fees—	.51
	Expenses—	1.00
	Paid Appraisers	3.00
	Paid Surveyor	.50
	Return & certifying	1.00
	Recording Execution	1.00 $10.00.

John Pettingill D. Sheriff.

October 23. 1840. This may certify that I have this day received full seizen and possession of the above described tract of land by John Pettingill Deputy Sheriff.

Jno. Wilson Atty for Plaintiff

Received & Recorded February 23. 1841.

Examined— Melatiah Gilmore Jr. Register.

Exn Town of Concord v. George Kent Mar. T. 1841.

State of New Hampshire.

Merrimack Ss.

To the Sheriff of any County in this State or his Deputy, Greeting.

L.S.

Whereas, The Town of Concord by the consideration of our Justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of September Anno Domini 1840. recovered judgment against George Kent of said Concord Esquire,

2301.94 For the sum of two thousand three hundred & one dollars —
12.11 ninety four cents debt or damages, and twelve dollars eleven Cents
2314.05 cost of suit, as to us appears of Record whereof Execution remains
.17 to be done:

We command you therefore, that of the goods, chattels, or Lands of the said George within your precinct, you cause to be paid and satisfied unto the said Concord at the value thereof in Money, the aforesaid sums, being $2314.05 in the whole with 17 cents more for this Writ, and then of to satisfy yourself for your own fees. and for want of Goods, Chattels or Lands of the said George to be by him shewn unto you, or found within your precinct, to the acceptance of the said Concord to satisfy the sums aforesaid: We command you to take the body of the said George and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Concord the Creditor, or otherwise by order of Law.

Herein fail not, and make due return of this Writ with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of March next.

Witness, — Joel Parker Esq. at Concord the 13th day of October Anno Domini 1840

S. G. Badger Clerk.

380.80 Warrant of Levies Dammages Three
hundred eighty eight dollars and eighty cents
on this Execution and on the Costs thereon
on in the Suit for this Judgment and Execution
the said Dammages being a Co'pmer on said
note —

Feb. 12. 1841.

Given E. Eaton Cr.
for cost on this
Execution $ 12.28
J. Pettingill

Merrimack Ss. October 23. 1840. Then Samuel Coffin Abiel Walker and Charles Hutchins personally appeared and made Oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named George Kent to satisfy the within Execution —

Before me — John Pettingill Justice of the Peace.

We, the subscribers having carefully and attentively examined the several tracts of land and the buildings thereon hereafter described shewn to us as the Estate of the within named George Kent situated in Concord in said County & Bounded as follows — Beginning at a White Oak Tree by land of William Page and land formerly owned by Abiel Eastman, thence north sixty four degrees East seventeen rods, thence north fifty nine degrees East thirteen rods, thence north sixty four degrees East forty seven rods to a Stake by land formerly owned by Jeremiah Peeker, thence north fourteen and one half degrees west by land formerly owned by said Jeremiah Peeker two

100

Continued

hundred Sixty nine rods to a Stump, thence South eighty Eight and an half degrees west by land formerly owned by the late Jonathan Ambrose twenty six and an half rods to a Stake, thence Southerly by land of Jacob Hoit and William Page, a Straight line two hundred ninety four rods to the place of beginning, containing Eighty acres and twenty Square rods by measure - and We have set off the same by meles and bounds as aforesaid, and have assigned one undivided half part thereof to the said Town of Concord the Creditor within named

Also one other tract of land situated in said Concord and bounded as follows: Beginning at a Stake and Stones at the corner of Henry Martins and William B. Thompsons land, thence running north thirty one degrees west Sixty rods by land of Henry Martin and Ezra Ballard to a Chesnut tree marked K. thence South fifty nine degrees west by land of Laban Page twenty rods to a Stake and Stones, thence South seven degrees east by land of Laban Page twenty five and an half rods to a Stake and Stones, thence South seventy degrees East by land of the late Daniel Fisk and Nathan Stickney forty Eight rods to the place of beginning, containing seven acres &

Also one other tract of land situated in said Concord and bounded as follows: Beginning at the corner of School and Rumford Streets, thence running northerly by the west line of Rumford Street twenty nine rods to Centre Street, thence westerly by said Centre Street nineteen rods to Merrimack Street, thence Southerly by said Merrimack Street twenty rods to said School Street, thence easterly by said School Street about Eighteen rods to the place of beginning &

Also one other tract of land situated in said Concord and bounded as follows: Beginning on the East line of Spring Street six rods southerly of the South line of School Street, thence running easterly at a right angle with said Spring Street Eight rods, thence southerly parallel with said Spring Street five rods, thence westerly at a right angle with Spring Street eight rods to Spring Street, thence northerly by said Spring Street five rods to the place of beginning &

Also one other tract of land situated in said Concord and bounded as follows: Beginning on the West line of Spring Street twenty six rods southerly from the South line of School Street, thence running westerly at a right angle with said Spring Street eight rods, thence southerly parallel with said Spring Street about three rods to Warren Street, thence by Warren Street easterly about Eight rods to Spring Street, thence northerly by said Spring Street about two rods to the place of beginning &

Also one other tract of land situated in said Concord and bounded as follows: beginning on the East line of Spring Street and north line of Pleasant Street, thence running Easterly by said Pleasant Street sixteen rods and seven and an half links, thence north

Continued

eight degrees west nineteen rods and seven links to Land of the late William A. Kent, thence South seventy six degrees west eight rods and nine links to a point Eight rods Easterly of the East line of Spring Street, thence southerly, parallel with said Spring Street about Seventeen and an half rods to a point four rods and twenty links northerly of the North line of Pleasant Street, thence westerly at right angles with said Spring Steet eight rods to Spring Street, thence southerly by said Spring Street seven rods and one links to the place of beginning.

Also one other tract of Land situated in said Concord and bounded as follows:- Beginning on West Street at the Northwest corner of John Mills house Lot, thence running southerly by said Mills land forty two rods to Asa Parkers Land, thence westerly on said Parkers land to Land of the late Josiah Rogers of Bow, thence northerly on said Rogers land to West Street, thence Easterly by said West Street to the place of beginning - excepting and reserving the house Lot and building thereon about Eight rods wide and ten rods deep owned and occupied by John Seales do upon our oaths say that the six last described tracts of Land and the buildings thereon together with the one undivided half part of the first above described tract of Land are of the value of Seventeen hundred seventy five dollars and no more, and we have set off and assigned the said several tracts of land and the buildings thereon as aforesaid by metes and bounds as aforesaid in Satisfaction of the within Execution.

October 23. 1840.

Saml. Coffin
Aliel Walker
Chs. Hutchins

Merrimack ss. October 23. 1840. In pursuance of the directions of Ephraim Eaton Atty. for the Town of Concord the Creditor within named I have extended the within Execution upon the tracts of Lands above described in the manner following viz I caused three appraisers to be chosen that is to say Aliel Walker by said Eaton Atty for the Creditor within named Charles Hutchins by the debtor within named and Samuel Coffin who was chosen by myself - the said Aliel Walker - Charles Hutchins and Samuel Coffin being all reputable freeholders and residents in said County of Merrimack who. being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oaths said that the above described tracts of land shewn to them as the Estate of the aforesaid debtor were of the value of seventeen hundred seventy five dollars and no more And the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees, and I have delivered possession

102

Continued.

and Seizen of the said tracts of Lands to the said Eaton Atty. for the Creditor within named, I therefore return this Execution fully Satisfied as aforesaid —

Fees — Service & travel 28
Paundage 12.12
Delvy. & Notify Apr's. 1.00
paid Justice fees .51
Atten.ce with Apr's. 83
Paid Apr's 4.00
Return & Certifying 1.00
Paid Surveyor 3.50
Recording Epon.. 2.00 $25.24 John Pettingill D. Sheriff

Merrimack Ss. October 23. 1840. This may certify that I have this day received full sizen and possession of the above described tracts of land by John Pettingill D. Sheriff
Ephraim Eaton Atty.

Received & Recorded March 13. A.D. 1841.
Examined — Mitchel Gilmore Jr. Register.

Ex. Nath.l P. Monison v. George Kent Mar. S. 1841

State of New Hampshire.

Merrimack Ss.

To the Sheriff of any County in this State or his Deputy. Greeting.

(L.S.) Whereas, Nathaniel P. Monison of Brighton in the county of Norfolk and the Commonwealth of Massachusetts Gentleman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack on the third Tuesday of September Anno Domini 1840 recovered Judgment against George Kent of said Concord Esquire.

2103.05 For the sum of two thousand one hundred & three dollars five cents
7.74 debt or damages, and Seven dollars seventy four cents cost
2110.79 of suit, as to us appears of Record whereof Execution remains
17 to be done;
2110.96
33 38
2077.58

We command you therefore, that of the Goods, Chattels, or Lands of the said George within your Precinct, you cause to be paid and satisfied unto the said Nathaniel at the value thereof in money, the aforesaid sums, being $2110.79. in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees, And for want of Goods, Chattels, or Lands of the said George to be by him shewn unto you, or found within your Precinct, to the acceptance of the said Nathaniel to satisfy the sums aforesaid; We command you to take the body of the said George and him commit unto either of our Jails Goals within your precinct, and detain in your custody within our said Goal until he pay the full

Received on this Execution Thirty three dollars and Thirty Eight cents of Lewis Downing as an Advance on the Note in suit for the Judgment & Execution - said Downing being a Co Signer on the Note with Morrison by atty. Ephraim Eaton

sums above mentioned, with your fees: or that he be discharged by the said Nathaniel the creditor, ~~within~~ or otherwise by order of Law.

Hereof fail not, and make due return of this Writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of March next.

Witness,— Joel Parker Esqr. at Concord, the 13th day of October Anno Domini 1840

S. C. Badger Clerk.

Merrimack ss. October 23. 1840 Then Samuel Coffin Abiel Walker and Charles Hutchins personally appeared and made oath that they would faithfully and impartially appraise — such lands and tenements as should be shewn ~~unto~~ them as the Estate of the within named George Kent to satisfy the within Execution

Before me — John Pettingill Justice of the Peace.

We the subscribers, having carefully and attentively examined the several tracts of land and buildings thereon shewn to us as the Estate of the within named George Kent situated in Concord in said County of Merrimack, and bounded as follows, to-wit, Beginning on the West side of Spring ~~Street~~ at the corner of Spring and Pleasant Streets thence running northerly by Spring Street eight rods, thence Westerly at a right angle with said Spring Street eight rods, thence Southerly parallel with Spring Street ten rods and ten links to said Pleasant Street, thence easterly by said Pleasant Street eight rods and one and an half links to Spring Street at the place of beginning

Also one other tract of land situated in said Concord and bounded as follows: Beginning on the northerly line of School Street, thence running northerly on the west line of Spring Street six rods, thence westerly at a right angle with said Spring Street, eight rods, thence Southerly parallel with said Spring Street seven rods to said School Street, thence Easterly by said School Street to the place begun at

Also one other tract of land situated in said Concord bounded as follows: beginning on the northerly line of Pleasant Street, thence running Northerly on the East line of Merrimack Street eighteen rods and eight links to the dow lot, thence Easterly at a right angle with said Merrimack Street eight rods, thence Southerly parallel with said Merrimack Street to said Pleasant Street, thence westerly by said Pleasant Street to the place of beginning

Also one other tract of land situated in said Concord and bounded as follows: beginning on the west line of Rumford Street at the north east corner of Mr Burnham's house Lot, thence running northerly on said Rumford Street,

104

Cont'd

eighteen rods and nineteen links to Warren Street, thence westerly by said Warren Street about Eighteen rods to - Merrimack Street, thence Southerly by said Merrimack Street fourteen rods and eleven links to the Dow lot, thence Easterly at a right angle with said Merrimack Street eight rods to said Burnham's lot, thence northerly parallel with said Merrimack Street to the North West corner of said Burnham's lot, thence Easterly at a right angle with said Rumford Street to the place of beginning,- do upon our oths say that the aforedescribed several tracts of land and the buildings thereon are of the value of Two Thousand one hundred dollars and no more, and We have set off the same several tracts of land and buildings thereon by metes and bounds as aforesaid, in satisfaction of the within Execution, &

October 23. 1840.

Saml. Coffin
Abiel Walker
Chs. Hutchins

Merrimack Ss. October 23. 1840. In pursuance of the directions of Ephraim Eaton Atty for Nathaniel P. Morrison the creditor within named. I have extended the within Execution upon the tracts of land above described in the manner following viz to say I caused three Appraisers to be Chosen, that is to say Abiel Walker by said Eaton Atty. for the creditor within named, Charles Hutchins by the debtor within named and Samuel Coffin who was chosen by myself. the said Abiel Walker, Charles Hutchins, and Samuel Coffin being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oath said that the above described tracts of land shewn to them as the Estate of the aforesaid debtor, was of the value of Two Thousand one hundred dollars and no more. And the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees. and I have delivered possession and seizen of the said tracts of land to said Eaton Atty. for the said Nathaniel P. Morrison the creditor within named - I therefore return this Execution fully satisfied as aforesaid, &

Fees- Service & travel 28
Pounding 13.30
Appointing & Notifying appraisers 1.00
Paid Justice fees. .37
Attendance with appraisers .83
Pain Appraisers 4.00
Return & certifying 1.00
Recording Execution 1.50 $ 22.42

John Pettingill D. Sheriff.

Merrimack Ss. October 23. 1840. This may certify that I have this day received full seizen and possession of the above described tracts of land by John Pettingill Deputy Sheriff.

Ephraim Eaton Atty.

Received and Recorded March 15 A.D. 1841,

Examined Mitchel Gilmore Jr Regr.

Ex. Israel Adams jr. v Bela L. Butter. Mar. T. 1841.

State of New Hampshire

(Merrimack ss)

To the Sheriff of any County in this State or his Deputy Greeting

L. S.

Whereas Israel Adams Jr of Henniker in said County Gentleman Administrator of the Estate of William Hemphill late of said Henniker Yeoman deceased by the consideration of our Justices of our Court of Common Pleas holden at Concord within and for the County of Merrimack on the third Tuesday of September Anno Domini 1840 recovered judgment against Bela L. Butter formerly of Henniker in said County Gentleman

42, 29
16, 06
58, 35
17

For the sum of forty two dollars twenty nine cents debt or damages and sixteen dollars six cents Cost of suit as to us appears of Record, whereof Execution remains to be done;

We command you, therefore, that of the Goods Chattels or Lands of the said Bela within your precinct, you cause to be paid and satisfied unto the said Israel at the value thereof in money the aforesaid sums being $58.35 in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels, or lands of the said Bela to be by him shewn unto you or found within your precincts to the acceptance of the said Israel to satisfy the sums aforesaid We command you to take the body of the said Bela and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees; or that he be discharged by the said Israel the creditor or otherwise by order of Law.

Hereof fail not and make due return of this writ with your doings therein unto our said Court of Common Pleas to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of March next.

Witness Joel Parker Esq at Concord the 28 day of September Anno Domini 1840

S. C. Badger Clerk

Merrimack ss Oct. 13, 1840, Then personally appeard Phinehas Clough & John S. Craige and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn to them as the estate of the within named Bela L. Butter to satisfy the within executions

Before me Matthew Harvey Justice of the Peace

Merrimack ss Oct 13, 1840, Then Matthew Harvey personally appeard and made oath that he would faithfully and impartially appraise such lands and tenements as should be shewn to him as the estate of the within named Bela L. Butter to satisfy the within execution

Before me Phinehas Clough Justice of the Peace

We the subscribers having carefully and attentively examined a tract of land shewn to us as the estate of the within named Bela L. Butter lying in Henniker in said County and bounded as follows — beginning on the easterly side of the highway leading

106

from Jacob Sawyer's to Daniel Alley's thence northeasterly by said highway about eighteen rods to land of Abel Conner thence easterly by said Conner's land about sixteen rods to to another highway thence southerly by the highway last mentioned twelve rods to land of the said Abel Conner and thence southerly by said Conners land ten rods to the bound first mentioned containing about one acre do upon our oaths say that the said tract of land in our judgment is of the value of nineteen dollars eighty four cents and no more ——

Also we have carefully and attentively examined another parcel of land in said Henniker shewn to us as the estate of the said Bela L. Butler bounded thus beginning at the southeast corner thereof by the main road thence north eight degrees east by a highway sixty four rods thence north sixty six degrees west by a highway forty rods thence north eighty four degrees west ten rods thence south seventy five degrees west eighteen rods to land of Nathaniel Noyes thence south fifteen degrees east by said Noyes' land fifty rods to the said main road and thence easterly by the said main road fifty rods and seventeen links to the bound first mentioned being the homestead farm of Bela Butler deceased containing about twenty two acres and is subject to the right of dower in the same which has been set off to the widow of the said Bela Butler do upon our oaths say that in our judgment one half of one undivided fifth part of the said tract of land last mentioned is of the value of forty six dollars and twenty six cents and no more and we have described the said parcel of land and set off the same by metes and bounds as aforesaid — the first parcel in the whole and one half of one undivided fifth part of the second parcel to the said Israel Adams the creditor within named in satisfaction of this execution Oct. 13, 1840

Matthew Harvey
Phinehas Clough
John S. Craig

Merrimack ff) Oct 13, 1840 In pursuance of the direction of Israel Adams Junr the creditor within named I have extended the within execution upon the tract of land above described in the manner following Viz; I caused three Appraisers to be chosen that is to say Matthew Harvey by the creditor within named Phinehas Clough who was chosen by myself and John S. Craig who was also chosen by me for the said Bela L. Butler the debtor within named the said debtor not residing within the the said County of Merrimack and not having notified me of any appraiser by him chosen on his part, And the said Matthew Harvey Phinehas Clough and John S. Craig being all reputable free holders and residents in said County of Merrimack; who being sworn before a Justice of the peace faithfully and Impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor upon their oaths, said that the above discribed tract of land shewn to them as the estate of the aforesaid debtor; was of the value of nineteen dollars and eighty four cents and no more, and I have also extended this execution upon one undivided fifth part of the other tract of land above discribed and upon their oaths said that one undivided

Exn Israel Adams jr. v. Butler 1 Dcla L. Mar. T. 1841.

fifth part of the above described tract of land shewn to them as the estate of the debtor aforesaid was of the value of forty sise dollars twenty sise Cents and no more; And the appraisers set off the same two peaces of land by metes and bounds as aforesaid, at the two above named sums in satisfaction of this execution and my fees and I have deliverid possession and seisin of the said tract of land to the said Israel Adams for the creditor within named I therefore return this execution fully satisfied as aforesaid,

Andrew Leach Dep Sheriff

Oct 13, 1840 This may certify that I have this day recivid full seisin and possession of the above discribed tract of Land by Andrew Leach Dep Sheriff

Israel Adams jr.

Fees — Sirvis 23 Travil 40 — 63
Boundage 1'95 Record 100 — 2'95
Appraism 100 Attendan 100 — 2'00
Expens to Plann — 1'00
Return ——— 6'58
$ 7'58

Recived and Recorded March 16. 1841
Examined — Mitchel Gibmore jr. Regr.

Exn William S. Chandler v. Henry T. Hildreth Mar. T. 1841

State of New Hampshire

Merrimack ss)

To the Sheriff of any County in this State, or his Deputy Greting

L.S.

Whereas, William S. Chandler late of Hopkinton in said County Trader by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack on the third Tuesday of September Anno Domini 1840 recovered judgment against Henry T. Hildreth of the same Hopkinton Blacksmith, for the sum of thirty one dollars thirty six cents debt or damages, and six dollars two cents Cost of Suit, as to us appears of Record, whereof Execution remains to be done;

D 31'36
C 6'02
37'38
17
37 55

We Command you, therefore that of the Goods, Chattels, or Lands of the said Hildreth within your precinct, you cause to be paid and satisfied unto the said Chandler at the value thereof in money, the aforesaid sums, being $ 37'38 in the whole with 17 cents more for this writ, and thereof to satisfy yourself for your own fees, —— And for want of Goods, Chattels, or Lands of the said Hildreth to be by him shewn unto you or found within your precinct, to the acceptance of the said Chandler to satisfy the sums aforesaid: We command you to take the body of the said Hildreth and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees; or that he be discharged by the said Chandler the creditor or otherwise by order of Law ———

Hereof fail not, and make due return of this Writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of March next

Witness Joel Parker Esqr. At Concord the 28th day of September Anno Domini 1840 ———

S. C. Badger Clerk

108

Ejon: William S. Chandler v. Henry T. Hildreth Mar. T 1841

Merrimack ss) Oct 21, 1840, Then personally appeared William Little and Rufus Fuller and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn to them as the estate of the within named Henry T. Hildreth to satisfy the within Execution

Before me Phinehas Clough Justice of the Peace

Merrimack ss) Oct 21, 1840, Then Phinehas Clough personally appeared and made oath that he would faithfully and impartially appraise such lands and tenements as should be shewn to him as the estate of the within named Henry T. Hildreth to satisfy the within Execution

Before me William Little Justice Peace

We the subscribers having carefully and attentively examined a tract of land situated in Hopkinton in said County of Merrimack shewn to us as the estate of the within named Henry T. Hildreth and bounded as follows to wit—Beginning at the Northwesterly corner by the highway leading from Daniel Floyds to Joab Patterson by land of John Whipple thence easterly by said Whipples land and land of Abram Brown 10 Rods to land of T. S. Currier thence Southerly by said Currier's Land 8 Rods and 22 links to land of John Burnhams thence westerly by said Burnhams Land 4 Rods 18 links to the highway thence northerly by the highway 10 Rods to the first mentioned bounds) containing about sixty square Rods of land with the Buildings thereon, and we do upon our oathes say that one undivided third part of said tract of land for the term of six years is of the value of forty five dollars and eighty four cents and no more, and we have set off the same Land by metes and bounds as aforesaid in satisfaction of the within execution to William S. Chandler the creditor within named

Oct 21, 1840,

Phinehas Clough
William Little
Rufus Fuller
} Appraisers

Merrimack ss) Oct. 21, 1840, In pursuance of the derictions of Wm. S. Chandler the creditor within named I have extended the within execution upon the tract of land above discribed in the manner following viz; I caused three appraisers to be chosen that is to say Rufus Fuller by Stephen B. Sargent agent for the creditor within named Phinehas Clough who was chosen by myself and William Little who was also chosen by Henry T. Hildreth the Debtor within named, And the said Rufus Fuller Phinehas Clough and William Little being all reputable free holders and residents in said County of Merrimack; who being sworn before a Justice of the peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor upon their Oathes. said that the one undivided third part of the above described tract of Land and Buildings shewn to them as the estate of the debtor aforesaid, was of the value of forty five dollars and eighty four Cents and no more; and the appraisers set off the one undivided third part of said Land & buildings by metes & bounds as aforesaid for the term of six years, in satisfaction of this execution and my fees and I have delivered possesion and seizin of the said tract of Land & buildings to the said Stephen B. Sargent Agent for the Creditor within named & therefore return this execution fully satisfied as aforesaid

Andrew Peach D. Sheriff

Exn William S. Chandler v. Henry S. Wiggin Mar. S. 1841.

Oct 21, 1840 This may certify that I have this day received full Seisin and possession of the above discribed tract of Land and Buildings by Andrew Peach Depshff

Wm S, Chandler
by S, B, Sargent

Fees amounting in the whole $ 8'29
Received and Recorded March 16, 1841.
Examined— Mitchel Gilmore Jr. Register.

Exn Merrimack Co. Bank v. Stephen Ambrose & al Mar. S. 1841

State of New Hampshire

Merrimack ss)

To the Sheriff of any County in this State or his Deputy Greeting

Whereas The President Directors & Company of the Merrimack County Bank — by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack on the third Tuesday of September Anno Domini 1840 recovered judgment against Stephen Ambrose, John Eastman Jr, Robert Eastman, and Jeremiah Picker all of Concord in said County, Gentlemen, for the sum of fourteen hundred & thirty five dollars sixty eight cents debt or damages and sixteen Dollars sixty six Cents Cost of Suit as to us appears of Record, whereof Execution remains to be done;

1435'68
16'66
1452'34
17

We command you therefore that of the Goods, Chattels, or Lands of the said Stephen, John, Robert & Jeremiah, within your precinct, you cause to be paid and satisfied unto the said Bank at the value thereof in money the aforesaid sums being $1452'34 in the whole with 17 Cents more for this Writ; and thereof to satisfy yourself for your own fees — And for want of Goods Chattels or Lands of the said Stephen John Robert and Jeremiah to be by them shewn unto you or found within your precinct to the acceptance of the said Bank to satisfy the sums aforesaid We command you to take the bodies of the said Stephen John Robert & Jeremiah and — commit unto either of our Gaols within your precinct and detain in your custody within our said Gaol untill they pay the full sums above mentioned with your fees; or that they be discharged by the said Bank the creditor or otherwise by order of Law

Hereof Fail Not, and make due return of this Writ, with your doings therein unto our said Court of Common Pleas to be holden at Concord in our County of Merrimack aforesaid on the third Tuesday of March next, —

Witness — Joel Parker Esq at Concord the 28 day of September Anno Domini 1840

Attest S. C. Badger Clerk

Merrimack ss) October 23, 1840 Then Stephen C, Badger Nathan Stickney and Cyrus Robinson personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named Stephen Ambrose to satisfy the within Execution.

Before me John Bettingill Justice of the Peace

110

111

Ex.tt. Merrimack & Co. Bank v. Stephen Ambrose & als. Mar. T. 1841.

We the subscribers having carefully and attentively Examined a tract of Land shewn to us as the estate of the within named Stephen Ambrose and bounded as follows to wit:- South 31½ degrees west nine rods and seven links to stake, thence south 74° East six rods & fifteen links to a stake thence north 71° East nine rods and seven Links to stake, thence north 15 degrees West nine rods & twenty two Links to a stake by the old Portsmouth Turnpike thence south sixty Eight and one half degrees west eight rods to the bound first mentioned it being the same premises that is now occupied by the Widow of the late William G. Webster Late of said Concord deceased containing one half acre - Also one other peice situated in said Concord in the east village shewn to us the estate of said Stephen Ambrose and bounded as follows to wit beginning on the south side of the road leading from said village to the Shaker Village at a stake thence by said road East seventeen rods & seventeen Links to John B, Sanborn Land thence south five degrees west by said Sanborn Land nine rods & five Links to stake thence South seventy degrees west by Land owned by Dunklee Repham & Sweatt fifteen rods to stake thence North ten degrees west by Land owned by Mr Moulton fourteen rods to the bound first mentioned containing, one acre & quarter. do upon our oaths say that the same tracts of land are of the value of five hundred dollars and no more and we have set off the same land by metes and bounds as aforesaid in satisfaction of the within Execution

Stephen C, Badger
Nathan Stickney
Cyrus Robinson.

Merrimack ss) October 23, 1840, In pursuance of the directions of of the President Directors and Company of the Merrimack County Bank the Creditors within named I have extended the within Execution upon the tract of land above discribed in the manner following viz I caused three appraisers to be chosen that is to say Nathan Stickney by the crediters within named Stephen C, Badger who was chosen by myself and Cyrus Robinson who was also chosen by myself for the said Stephen Ambrose the debtor within named the said debtor having ben duly notified and requested by me to chose an appraiser and having refused and neglected so to do the said Nathan Stickney, Stephen C Badger and Cyrus Robinson being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of Stephen Ambrose the within named debtor upon their oaths said that the above discribed tracts of land shewn to them as the estate of the aforesaid debtor was of the value of five hundred dollars and no more - And the said appraisers sett off the same land by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees, and I have delivered possession and seisin of the said tracts of land to the said President Directors & Company of the ~~said tract of land to the~~ Merrimack County Bank the Credeters within named I therefore return this execution satisfied as aforesaid in part to wit for the sum of four hundred eighty three dollars & sixty three Cents being the residue of the said sum of five hundred dollars the value of said land after deducting my fees and for no more) Fees— Service & Travel —— ,28

Boundage ——	5,25
Appointing & Notifying Apps —	2'00
Paid Justice fees —— —	'51
Attendance with Apps	'83
Paid Apps	4'50
Paid Survoyr	1'00
Recording Execution	1'00
Return & Certifying	1'00

// 16,37 John Pettingill D Sheriff

Ex. re. Merrimack Co. Bank. v. Stephen Ambrose & als. Mar. T. 1841.

Merrimack ss) Oct 23, 1840 This may certify that I have this day received full seisin and possession of the above discribed tracts of land by John Pettingill D Sheff

Pierce & Fowler Attys

Received and Recorded March 15th 1841.

Examined— Mitchel Gilmore Jr Regr

Ex. re. Town of Concord v. George Kent September Term 1841.

State of New Hampshire,

Merrimack ss.]

To the Sheriff of any County in this State, or his Deputy Greeting.

L. S.

Whereas, The Town of Concord in said County, by the consideration of our justices of our court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno Domini 1841. recovered judgment against George Kent of Concord in said County Esquire, for the sum of twelve hundred & fifty two Dollars ninety four cents debt or damages and Eight dollars thirty four cents cost of suit, as to us appears of Record, whereof — Execution remaining to be done;

1252. 94
8. 34
1261. 28
.17

We command you, therefore, that of the goods, Chattels or lands of the said George within your precinct, you cause to be paid and satisfied unto the said Town of Concord at the value thereof in money, the aforesaid sums, being $1261.28 in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels or lands of the said George to be by him shewn unto you, or found within your precinct, to the acceptance of the said The Town of Concord to satisfy the sums aforesaid: We command you to take the body of the said George and him commit unto Either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees: or that he be discharged by the said The Town of Concord the Creditor, or otherwise by order of law.

Hereof fail not, and make due return of this writ with your doings therein unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the Third Tuesday of September next.

Witness Joel Parker Esq., at Concord the ~~twenty~~ 29th day of March Anno Domini 1841.

S. A. Badger Clerk.

112

143

Continued.

Merrimack ss. April 8. 1861. Then Samuel Coffin Isaac T. Williams and Stephen Brown personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named George Kent to satisfy the within Execution -

Before me - John Pettingill Justice of the Peace.

We the subscribers having carefully and attentively examined a tract of land shewn to us as the Estate of the within named - George Kent, situated in Concord in said County of Merrimack and bounded as follows, to wit: beginning on the brow of the hill near Garvins Landing so called. thence South nine degrees East twenty rods to a stake and Stones on the westerly side of the highway leading from John Glovers to John Thompsons at the northeast corner of land formerly owned by John Garvin thence south Eighty six degrees west by said Garvin land about one hundred and eighteen rods to a stake and Stones, thence north four degrees west about thirty four rods to a stake and stones, thence South seventy seven degrees East about eighty nine rods to a stake, thence north nine degrees East fourteen rods to Merrimack River thence up the river about thirty nine rods to Garvins landing so called. thence southerly about ten rods to the bound - begun at, containing about seventeen acres. and we have set off the said tract of land by metes and bounds as aforesaid and have alloted one undivided half part thereof together with one undivided half part of the - buildings thereon to the said Town of Concord the executor within named -

Also one other tract or parcel of land shewn to us as the Estate of the within named George Kent, situated in said Concord and bounded as follows, to wit; beginning three and an half rods Southerly from the Portsmouth Turnpike road on the line of the house Lot of the late William J. Websters at a stake, thence South fourteen degrees East by the said Websters house lot four rods to land of Jeremiah Peeker, thence north eight nine degrees East by land of said Peeker ten rods to a stake. thence north Eighty two degrees East by land of said Peeker and land of John Eastman thirty two rods to a post in the fence marked by land of the - Sewalls Falls Locks and Canal Company, thence by said Company's land north Eighteen degrees west nine rods and twenty one links to a stake by land of Nathaniel Ambrose, thence South Seventy six degrees west by land of said Ambrose, Eyres Robinson and Levi Bean forty one rods to the bound begun at containing about two acres together with all the right said Kent has to a passway from said Lot to the Turnpike

Also one other tract or parcel of land shewn to us as the Estate of the within named George Kent, situated in said Concord and bounded as follows, to wit;

Continued

Beginning at a White Oak and Stumps by Land of Jeremiah Packer and Elijah Colby, thence South Eighty Nine degrees west by land of said Packer thirty rods and twenty Links to Land of the Scowells Falls Locks and Canal Company at a Stake, thence South twenty one degrees west twenty seven and an half rods to a pine Stump, thence South five degrees East about eight rods by said Company's Land to Merrimack River, thence down said river about thirty four rods, thence north five degrees East about forty five rods to the bound begun at containing about eight acres, and We have set off the two last described tracts of Land by metes and bounds as aforesaid and have assigned one undivided fourth part thereof together with one undivided fourth part of the buildings thereon to the said Town of Concord the Creditor within named, S

Also one other tract or parcel of Land situated in said Concord and shewn to us as the Estate of the within named George Kent, and bounded as follows, to wit, Beginning on the southerly side of Washington Street near Bow Brook, at the northwest corner of Land of David Davis, thence South twenty degrees East by said Davis Land nineteen rods and twenty one Links to Pleasant Street, thence south eighty six degrees west by said Pleasant Street thirty rods and nineteen Links to the house lot of Daniel Arlin, thence by said Arlins house lot north two degrees East two rods sixteen links to said Washington Street thence by said Washington Street north fifty three degrees East thirty rods nine links to the place of beginning containing three hundred twenty five Square rods, do upon our oaths say that the last above described tract of Land together with the one undivided half part of the first above described tract of Land and the buildings thereon and together with the one undivided fourth part of the second and third above described tracts of Land and the buildings thereon are of the value of Three hundred and ninety dollars and no more, and we have set Hand & seigned the said several tracts of Land and buildings thereon as aforesaid by metes and bounds as aforesaid in satisfaction of the within Execution,

Sam.l Coffin
Stephen Brown
Isaac F. Williams

April 8.. 1811.

Merrimack Co. April 8.. 1811. In pursuance of the directions of Samuel Fletcher Atty. for the Town of Concord the creditors within named I have extended the within Execution upon the tracts of Land as above described in the manner following (viz) I caused three appraisers to be chosen, that is to say Isaac F. Williams by said Fletcher Atty. for the creditors within named Stephen Brown by the Debtor within named and Samuel Coffin who was chosen by myself, the said Isaac F. Williams

114

Continued

Stephen Brown and Samuel Coffin being all reputatele freeholders and residents in said County of Merrimack who being Sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shown to them as the Estate of the within named debtor. upon their Oath said that the above described tract of land together with one undivided half and one undivided Quarter of the above described tracts of land shown to them as the Estate of the aforesaid debtor was all of the value of three hundred and ninety dollars and no more. And the said appraisers set off the same lands by metes and bounds as aforesaid at that sum in Satisfaction of this Execution and my fees and I have delivered possession and seizen of the said tracts of land to Samuel Fletcher Atty. for the said town of Concord the Creditor within named - I therefore return this Execution satisfied as aforesaid in part to wit. for the sum of three hundred sixty seven dollars & fifty five cents being the residue of the said sum of three hundred & Ninety dollars the value of said land after deducting my fees and no more -

Fees:	Service & travel	.28
	Pound age	4.70
	Appointing & notifying Apprs.	1.50
	Paid Justice fees	.51
	attendance with Appr.	.83
	Paid Expenses	2.63
	Paid Appraisers	7.50
	Paid Surveyor	2.00
	Return	1.00
	Recording Execution	1.50 $22.45

Lobro Pettingill, D. Sheriff.

April 8th 1841. This may certify that I have this day received full Seizen and possession of the above described tracts of land by Lobro Pettingill Deputy Sheriff -

Town of Concord by -

Samuel Fletcher their Atty.

Received and Recorded July 1st 1841.

Examined -

Mitchel Gilmore Jr. Register.

Exn. Jacob B. Moore V. Horatio Hill Sept. T. 1841

State of New Hampshire.

Merrimack ss.

To the sheriff of any County in this State, or his Deputy. Greeting.

L.S.

Whereas, Jacob B. Moore of Concord in said County Esqr. Plaintiff, by the consideration of our Justices of our court of Common Pleas, holden at Concord, within and for the said County of Merrimack, on the third Tuesday of March anno Domini, 1840. recovered Judgment against Horatio Hill of the City of New York in the County & State of New York. Gentleman, defendant, for the sum of three hundred and forty eight dollars fifty two cents debt or damages, and ten dollars seventy cents cost of suit as to us appears of record whereof execution remains to be done.

348.52
10.70
359 22
34
359.56
188.
171.56

The judgment within written debt on which this Execution is issued is assigned to the prosty of Exn. Amos Tuck

We command you, therefore, that of the Goods, Chattels or Lands of the said Defendant within your precinct, you cause to be paid and satisfied unto the said Plaintiff at the value thereof in money, the aforesaid Sums, being $359.22 in the whole with 34 cents more for this & a former Writ; and thereof to satisfy yourself for your own fees; and for want of Goods, Chattles, and Lands of the said Defendant to be by him shewn unto you, or found within your precinct, to the acceptance of the said Plaintiff to satisfy the sums aforesaid We command you to take the body of the said Defendant and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees: or that he be discharged by the said Plaintiff the creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this writ, with your doings therein unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next,

Witness - Joel Parker, Esqr. at Concord, the 29th day of March anno Domini, 1841.

S. C. Badger - Clerk.

Merrimack ss. June 22, 1841. Then Samuel Clifford George W. Eda and Herman M Rolfe personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named debtor to satisfy the within Execution,

Before me - James Peverly Justice of the Peace.

We the Subscribers having carefully and attentively examined two several tracts of land situated in Concord in said County - shewn to us as the - Estate of the within named Horatio Hills, and bounded

116

1 May

Continued

and described as follows - to wit - one on west Street in said Concord beginning on the southerly side thereof at the north east corner of John Mills house Lot - thence running southerly by said Mills land forty five rods to land lately sold by Leonard Bell, thence Easterly by said Lot about Eighteen rods to land of Timothy Chandler, thence Northerly by said Chandlers land to said west Street, thence westerly by said Street about Eighteen rods to the place of beginning containing five acres more or less.

The other on the Dark Plain on the Southerly side of the Branch Turnpike, so called, beginning at a pitch pine Tree marked on the westerly line of the Samuel Clifford Lot, thence running by said Turnpike South forty seven degrees west about ninety rods to a Pitch Pine Tree marked, on the northerly line of the Walker Lot, so called, Thence, on said Lot South sixty five degrees East about seventy six rods to the aforesaid Samuel Clifford Lot - Thence on said Lot north five and a half degrees west about Eighty five rods to the bound first named containing nineteen acres more or less.

Do upon our oaths say that one undivided third part of the first described tract and one undivided half part of the last above named tract together are of the value of one hundred and ninety three dollars and no more; and we have sett off the above described tracts of land by metes and bounds as aforesaid: and have assigned one undivided third part of the first named tract (on west Street) together with one undivided half part of the last named tract (on the Branch Turnpike) to the within named Jacob B. Moore the Creditor - in satisfaction of this Execution -

June 22. 1841.

G.W. Ela
Samuel Clifford
Herman M. Rolfe

Merrimack ss. June 22 1841. In pursuance of the directions of Ephraim Eaton Attorney of the Creditor within named I have extended this Execution on one undivided third part of the tract of land first above described (on west Street) and on one undivided half part of the tract of land next above described (on the Branch Turnpike) in manner following (viz) I caused three appraisers to be chosen that is to say Herman M. Rolfe by Ephraim Eaton attorney for the Creditor within named - George W. Ela who was chosen by myself - and Samuel Clifford - who was chosen by myself for the within named Horatio Hill - the said Hill on the day of the date of this return being not being an inhabitant or resident of the County aforesaid - where the land aforesaid lies - or of this State nor had the said Hill chosen an appraiser for himself and notified me thereof the said Herman M. Rolfe George W. Ela & Samuel Clifford being all reputable freeholders and residents in the aforesaid county of Merrimack. Who being sworne before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor - upon their oaths said that one undivided third part of the tract of land first above described together with the undivided half part of the tract of land

Continued.

nerst above described - both the same being shewn to them as the Estate of the debtor aforesaid are together of the value of one hundred and ninety three dollars and no more and the said Appraisers set off ~~the same~~ and assigned the same lands by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees and I have delivered possession and seizen of the said lands to the said Ephraim Eaton - Attorney for the creditor within named I therefore return this Execution satisfied in part as aforesaid. to wit, for the sum of one hundred Eighty Eight dollars - being the residue of the sum of one hundred and ninety three dollars the value of said lands - after - deducting my fees - and for no more -

Fees - Service & Travel .49
Pd. Appraisers 3.00
Pd. Justice fees .37
Pd. recording Execn 1.00
5.00

Abraham Bean, Deputy Sheriff.

June 22, 1841. This may certify that I have this day received full seizen and possession of the above - described lands by Abraham Bean Deputy Sheriff.

Ephraim Eaton - atty - for I. B. Moore.

Received and Recorded September 7th A.D. 1841.
Examined -
Mitchel Gilmore Jr Register

Exon Abe Cady & als. V. Concord Silk Company Sept. T. 1841.

State of New Hampshire.
Merrimack Ss.

To the Sheriff of any County in this State or his Deputy. Greeting.

1103.67
8.24
1111.91
17

Whereas, Abe Cady Esquire Samuel Evans Gentleman. Benjamin Grover, Gentleman. Dette Eastman Jeweller. George Porter Trader, and Gardner P. Lyon Bookseller all of Concord in said County, Plaintiffs, by the consideration of our Justices of our our Court of Common Pleas, holden at Concord, within and for the said County of Merrimack on the third Tuesday of March Anno Domini 1841. recovered Judgment against The Concord Silk Company a Corporation by Law Established & located in Concord in said County of Merrimack, Defendant, for the sum of Eleven hundred and three dollars sixty seven cents debt or damages, and Eight dollars twenty four cents cost of suit, as to us appears of record, whereof Execution remains to be done; We command you therefore that of the Goods, Chattels, or Lands of the said Defendant within your precinct, you cause to be paid and satisfied

118

Continued

unto the said Plaintiffs at the value thereof in money, the aforesaid Sums, being $ 1111.91. in the whole, with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees.

Hereof fail not, and make due return of this Writ, with your doings therein unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next.

Witness — Joel Parker — Esqr. at Concord, the 29th day of March Anno Domini 1841.

S. B. Badger — Clerk.

Merrimack ss. April 24. 1841 — Then Samuel Coffin Nathan Chandler and Charles Hutchins personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them of the Estate of the within named Concord Silk Company to satisfy the within Execution.

Before me. John Pettingill Justice of the Peace.

We the Subscribers having carefully and attentively examined a tract of land situated in Concord in said County shewn to us as the Estate of the within named Concord Silk Company and bounded as follows: Beginning on the Northerly line of the Bog Road, so called, on the Easterly side of Turcy brook. thence down and by said Brook about Eleven rods to land belonging to said Silk Company thence north sixty five degrees East by said Companies land sixty one and an half rods to said Bog Road, thence by said bog road south fifty five degrees West about sixty one and an half rods to the place of beginning containing two acres and fifteen rods, do upon our oaths say, that the same tract of land is of the value of Thirty Dollars and no more, and we have set off the same Land by metes and bounds as aforesaid, in satisfaction of the within Execution.

April 24. 1841.

Saml Coffin
Chs. Hutchins
Nathan Chandler

Merrimack ss. April 24th. 1841. In pursuance of the directions of Albe Cady & others the Creditors within named I have Extended the within Execution upon the tract of Land above described in the manner following. Viz. I caused three appraisers to be chosen — that is to say Nathan Chandler by the Creditors within named Charles Hutchins by the debtors within named and Samuel Coffin who was chosen by myself) the said Nathan Chandler Charles Hutchins and Samuel Coffin being all reputable free holders and residents in said County of Merrimack, who being sworn before a Justice of the peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtors upon their oath said that the

Continued

above described tract of land thereon to them as the Estate of the aforesaid debtor was of the value of thirty dollars and no more. and the said appraisers set off the same Land by metes and bounds as aforesaid at that sum in Satisfaction of this Execution and my fees. and I have delivered possession and seizen of the said tract of land to the said Abe Cady & others the Creditors within named. I then return this Execution satisfied as aforesaid in part. to wit. for the sum of twenty dollars and sixty three cents. being the residue of said Sum of thirty dollars the value of said Land after deducting my fees. and for no more —

Fees — Service & travel .28
Pounderage .76.
appointing & notifying appr's 1.00
Per a Justice fees .51
Attend with appr's .83
Paid appr's 3.50
Paid Surveyor 1.00
Return & certifying .50
Recording Execution 1.00 $9.37. John Pettingill, D. Sheriff

Merrimack ss. April 24. 1841. This may certify that I have this day received full seizen & possession of the above described tract of land by John Pettingill D. Sheriff.
G. Minot Atty for Pltfs.

120

Received and Recorded Sept. 18, 1841.
Examined —
Mitchel Gilmore Jr. Register.

Ex. N. New Hampshire Savings Bank v. George Kent Sept. T. 1841

State of New Hampshire.
Merrimack ss.

To the Sheriff of any County in this State or his Deputy, Greeting.

L.S.

Whereas. the New Hampshire Savings Bank in Concord an Incorporated Company having their place of business in Concord aforesaid Plaintiffs, by the consideration of our Justices of our court of Common Pleas, holden at Concord, within and for the said County of Merrimack on the third Tuesday of March Anno Domini 1841. recovered Judgment against George Kent of Concord in said County Esquire, Defendant, for the sum of Four hundred and thirty Dollars debt or damage and five dollars seventy nine cents cost of suit as to us appears of record whereof Execution remains to be done;

430. 00
5. 79
435. 79
.17

We commend you therefore, that of the Goods, Chattels or Lands of the said Defendant within your precinct, you cause to be paid and satisfied unto the said

Continued

Plaintiffs at the value thereof in money, the aforesaid sums being $435.79. in the whole, with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees. and for want of Goods, Chattels or Lands of the said Defendant to be by him shewn unto you, or found within your precinct, to the acceptance of the said Plaintiffs to satisfy the sums aforesaid: We command you to take the body of the said Defendant and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Plaintiffs the creditor, or otherwise by order of Law.

Hereof fail not, and make due return of this Writ, with your doings therein, unto our said Court of Common Pleas to be holden at Concord, in our County of Merrimack aforesaid, on the Third Tuesday of September next.

Witness Joel Parker, Esqr. at Concord the 29th day of March Anno Domini 1841.

S. B. Badger, Clerk.

Merrimack ss April 20. 1841. Then Stephen B. Badger Richard Bradley and Charles Hutchins personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named George Kent to satisfy the within Execution - Before me - John Pettingill, Justice of the Peace.

We the subscribers having carefully and attentively examined a certain tract or parcel of Land situated in Concord in said County shewn to us as the Estate of the within named George Kent, and bounded and described as follows to wit, Beginning at the north west corner of said tract at a pitch pine tree adjoining Lot number thirty one, thence South seventy Eight degrees East on the northerly line of said Lot Seventy Seven and one half rods to a stake and stones to Lot number one hundred & three, thence South three degrees East on the Easterly Line of said tract two hundred & Seventy two rods to Soucook River, thence Southwesterly and northwesterly by said River about one hundred & twenty five rods to the westerly line of said tract, thence North on said westerly line two hundred and Eighty Eight rods to the place of beginning containing one hundred and forty five acres it being Lot number one hundred & two on the Dark Plain (so called) formerly owned by Richard H Ayer Esqr. and now owned in common with Simeon Carter Jeremiah Page Ephraim Hutchins Joseph Low & Stephen Brown — do upon our oaths say that three undivided sixteenth parts of said tract or Parcel of Land is of the value of four hundred & fifty one Dollars and sixty five cents - and no more. and we have set off the above described tract of land by metes and bounds as aforesaid and have assigned three undivided sixteenth parts of

Continued

said tract or parcel of land to the within named New Hampshire Savings Bank the creditor in satisfaction of this execution —

April 20. 1841.

S. C. Badger
Chs. Hutchins
Richd. Bradley

Merrimack ss. April 20. 1841. In pursuance of the directions of Samuel Fletcher Esqr atty. for the N.H. Savings Bank the creditor within named I have extended this Execution upon Three undivided sixteenth part of the tract of lands above described in the manner following — viz, I caused three appraisers to be — chosen that is to say Richard Bradley by Samuel Fletcher atty. for the creditors within named, Charles Hutchins by the debtor within named and Stephen C. Badger who was chosen by myself. The said Richard Bradley Charles Hutchins and Stephen C. Badger being all reputable free holders and residents in said County of Merrimack, who being sworn before a Justice of the Peace faithfully and impartially to appraise such land and tenements as should be shewn to them as the estate of the within named debtor upon their oath said that the three undivided sixteenth part of the above described tract of Land shewn to them as the Estate of the debtor aforesaid was of the value of four hundred fifty one Dollars and sixty five cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees and I have delivered possession and seizen of the said tract of land to the said Samuel Fletcher atty. for the creditor within named. I therefore return this Execution fully satisfied as aforesaid —

Fees —	Service & Travel	4 3
	Commitment	4.92
	Apts & Notifg. Appvs.	1.00
	Paid Justice fees	.51
	Attendance with Appvs.	.83
	Return & Certifying	.75
	Paid Appraisers	6.00
	Recording Exptr.	1.25 $15.69

John Pettingill D. Sheriff

Merrimack ss. April 20. 1841. This may certify that I have this day received full seizen and possession of the above described tract of Land by John Pettingill, Deputy Sheriff

Samuel Fletcher atty. for Pltff.

122

Received and Recorded September 18th 1841,
Examined —
Mitchel Gilmore Jr. Register,

123

Exn. Israel Sanborn v George Kent Sept. T. 1841.

State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State or his Deputy, Greeting.

(L.S.) Whereas, Israel Sanborn of Canterbury in said County Gentleman, by the consideration of our Justices of our Court of common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of March Anno Domini 1841. recovered Judgment against George Kent of Concord in said County Esquire, for the sum of one thousand and seventy eight dollars seventy two cents debt or damages
1078.72
6,34 and six dollars thirty four cents cost of suit, as to us appears
1085,,06 of record whereof Execution remains to be done;
,17

We command you therefore that of the Goods, Chattels, or Lands of the said George within your precinct, you cause to be paid and satisfied unto the said Israel at the value thereof in money, the aforesaid sums being $1085.06, in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees; and for want of Goods, Chattels, or Lands of the said George to be by him shewn unto you or found within your precinct to the acceptance of the said Israel to satisfy the sums aforesaid We command you to take the body of the said George and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Israel the creditor, or otherwise by order of Law.

Here of fail not, and make due return of this Writ, with your doings thereon unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid on the third Tuesday of September next.

Witness Joel Parker Esqr, at Concord the 29. day of March anno Domini 1841.

S.C. Badger — Clerk.

Merrimack ss. April 20. 1841. Then Samuel Coffin Jonathan Eastman and Charles Hutchins personally appeared and made oath that they would faithfully and impartially appraise such Lands and tenements as should be shewn them as the estate of the within named George Kent to satisfy the within Execution

Before me — John Pettingill Justice of the Peace.

We the subscribers having carefully and attentively examined a tract of Land shewn to us as the estate of the within named George Kent, situated in Concord in said County of Merrimack and bounded as follows, to wit, Beginning on the Westerly side of Washington Street at Southwest corner of Mrs. Eliza Abbots Land, thence running South forty three degrees west by said Washington Street nine rods and twenty one links to Land of

Continued.

Francis Lebonty. thence South sixty nine and one half degrees west by land of said Lebonty and Land of Samuel Herbert thirty three rods and Eight links to a Stone bound by Land of Mrs. Eliza Abbot. thence North twenty one and one fourth degrees East thirty nine rods and sixteen links by said Abbots land to Richard Herberts land at a Stone bound. thence North sixty nine degrees East by said Richard Herberts land twenty nine rods and nineteen Links to the end of a Stone wall and to land of said Eliza Abbot. thence South forty and one half degrees East by said Abbots Land thirty seven rods and Eighteen links to the place of beginning containing nine acres. do upon our oaths say that the said tract of land aforesaid is of the value of Three hundred and forty five dollars and no more, and we have set off the same tract of land by metes and bounds as aforesaid in satisfaction of the within Execution.

Sam.l Coffin
Jonathan Eastman
Chs. Hutchins

April 20. 1841.

Merrimack ss. April 20. 1841. In pursuance of the directions of Israel Sunborn on the creditor within named I have extended the within Execution upon the tract of Land above described in the manner following I caused three appraisers to be chosen that is to say Jonathan Eastman by the creditor within named Charles Hutchins by the debtor within named and Samuel Coffin who was chosen by myself the said Jonathan Eastman, Charles Hutchins and Samuel Coffin being all respectable free holders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shown to them as the estate of the within named debtor upon their oath said that the above described tract of land shown to them as the Estate of the aforesaid debtor was of the value of three hundred and forty five dollars and no more, and the said appraisers set off the same land by metes and bounds as aforesaid. at that sum in satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tract of land to the said Israel Sunborn the creditor within named I therefore return this Execution satisfied as aforesaid in part to wit, for the sum of Three hundred twenty nine dollars and eleven cents being the residue of the said Sum of three hundred forty five dollars the value of said land after deducting my fees and no more,

Fees —	Service & travel	2.28
	Summoning 4 52. apt. & wit. & appr. 150 =	6-02
	Justice fee 51 - Attending appr. 83 —	1.34
	D. appr. 600. Return & certify 100	7.00
	Recording Execution	1.25 $ 15.89

John Pettingill D. Sheriff.

April 20. 1841. This may certify that I have this day received full seizen and possession of the above described tract of land by John Pettingill D. Sheriff

Israel Sunborn by Pierce & Fowler his Attys.

Received and Recorded September 18th. 1841.
Examined -

Mitchel Gilmore Jr. Register.

124

125

Exn Amos Whittemore v. Joshua Heath Sept. T. 1841

State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State or his Deputy Greeting.

L.S.

Whereas, Amos Whittemore of Salisbury in said county Yeoman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the county of Merrimack on the third Tuesday of September Anno Domini 1838 recovered Judgment against Joshua Heath of Franklin in said County, Yeoman, for the sum of Thirty Seven Dollars & Sixty Eight cents Cost of suit, as to us appears of record whereof Execution remains to be done;

37.68
1.02
38.70

We command you therefore, that of the Goods, Chattels, or Lands of the said Joshua within your precinct you cause to be paid and satisfied unto the said Amos at the value thereof in Money, the aforesaid sums, being $37.68. in the whole with 1.02 cents more for this and former Writs; and thereof to satisfy your self for your own fees. And for want of Goods, Chattels, or Lands of the said Joshua to be by him shewn unto you or found within your precinct, to the acceptance of the said Amos to satisfy the sums aforesaid; We command you to take the body of the said Joshua and him commit unto Either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Amos the Creditor, or ~~otherwise by order of Law~~,

Hereof fail not and make due return of this Writ, with your doings thereon unto our said Court of Common Pleas, to be holden at Concord, in our county of Merrimack aforesaid, on the third Tuesday of September next,

Witness Joel Parker, Esqr. at Concord the 27th day of March Anno Domini 1841

S. C. Badger, Clerk.

May 11. 1841.

Attach two pieces of land as property of within named Deft.

Merrimack Ss. May 15. 1841.

Then Benjamin Pettingill George Shaw and Peter Whittemore personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within Joshua Heath to satisfy the within Execution

Before me Thomas M. Pettingill, Just. Peace,

We the Subscribers hereto carefully and attentively examined a tract of land shewn to us as the Estate of the within named Joshua Heath. Bounded as follows situated on Rockrow Hill in Salisbury county of Merrimack aforesaid, being a part of the William Kezer place, so called,

Continued

formerly occupied by Hannah Brown containing by Estimation seven acres more or less, lying on both sides of the Rocky Hill road - bounded South and East by land of Ira Shaw - West by the Gale place, so called. South by said road & land of Joseph Goss, being all the land formerly owned by Hannah Brown - do upon our oaths say that the said tract of land is of the value of twenty five dollars and Seventy cents and no more and we have set off the same land by Meles & bounds as aforesaid in part satisfaction of the within Execution.

May 15th 1841.

Benja Pettingill 2d
George Shaw
Peter Whittemore

Merrimack Ss. May 15th 1841

In pursuance of the directions of Amos Whittemore the creditor within named I have Extended the within Execution upon the tract of land above described in the manner following (viz) I caused three appraisers to be chosen that is to say Benjamin Pettingill by the creditor within named Peter Whittemore by the debtor within named and George Shaw who was chosen by my self, the said Benjamin Pettingill Peter Whittemore and George Shaw being all reputable freeholders and residents in said County of Merrimack who being Sworne before a Justice of the peace faithfully and impartially to appraise such lands and tenements as should be shown to them as the Estate of the within named debtor upon their oath said that the above described tract of land shown to them as the Estate of the aforesaid debtor was of the value of twenty five dollars & Seventy cents and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part Satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tract of land to the said Amos Whittemore the creditor within named, I therefore return this Execution satisfied as aforesaid in part to wit, for the sum of Sixteen Dollars & twenty cents being the residue of the said sum of twenty five dollars and Seventy cents the value of said land after deducting my fees and for no more -
Fees $ 9.50 - Daniel Osgood. Dept. Sheriff.

May 15th 1841. This may certify that I have this day received full seizen and possession of the above described tract of land by Daniel Osgood Deputy Sheriff.

Amos Whittemore.

Received and Recorded September 21. 1841.
Examined -
Mitchel Gilmore Jr, Register.

126

127

Eqn. Concord Bank vs. Smithville Factory Sept. Term 1841.

State of New Hampshire,

Merrimack ss.

To the Sheriff of any County in this State or his Deputy Greeting.

(Lsl.) Whereas, The President Directors and Company of Concord Bank, a corporation duly Estatelished by Law & doing business in Concord in said County,

By the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack on the third Tuesday of March Anno Domini 1841. recovered Judgment against the Smithville Factory a corporation duly Estatlished by Law and doing business in Northfield in said County, for the sum of Sixteen

1665.00 Hundred & Sixty five dollars debt or damages, and nine

9.66 Dollars sixty Six cents cost of suit, as to us appears of

1674.66 record whereof Execution remains to be done.

17

1674.83. We command you therefore that of the goods, Chattels, or Lands of the said Smithville Factory within your precinct you cause to be paid and satisfied unto the said Merrimack County Bank at the value thereof in money, the aforesaid sums being $1674.66. in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees.

Hereof fail not and make due return of this Writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid on the third Tuesday of September next,

Witness - Joel Parker, Esq. at Concord the 29th day of March Anno Domini 1841.

S. C. Bayley — Clerk.

Merrimack ss. April 8. 1841

Then Henry Burley, Jeremiah Tilton and Samuel George personally appeared & made oath that they would faithfully & impartially appraise such lands and tenements as — should be shewn them as the Estate of The Within named Smithville Factory to satisfy the within Execution.

Before me — Geo. W. Nesmith Just. Peace.

April 8. 1841. We the subscribers having carefully and attentively examined a tract of land shewn to — as the Estate of the within named Smithville Factory and bounded as followed (viz) beginning at the South East corner of said tract on the north side of the Highway, on the Northerly Bank of the River Winnipisogee River in Franklin. and on land of Benj. J. Sandborn Estate, thence Northerly on land of said Estate & Estate of Jonathan Sandborn to the North East corner of said tract set off - thence - Westerly on land of Jeremiah Sanborn, thence Southerly on land of John Clark to the Highway, thence down said Highway to the Westerly corner of said tract being a maple tree, thence Southerly to the Middle of the River

Continued

Winnepisiogee thence up said River as far as the Factory building, thence Northerly to the Middle of said Factory thence Easterly through the Middle of said Factory, thence Southerly to the Middle of said river! Then up said river to land of Benj. J. Sanborn Estate thence Northerly on said Sanborns land to the highway aforesaid, then across said Highway to the first mentioned bound, reserving said Highway over said land, said Boundaries are intended to embrace five acres of land more or less, and all the land and Water privileges, all the dams & buildings on said premises not before set off on Expon, in favour of Stephen Sawyer of Franklin against said Corporation reference to said set off being had Now in the files in our Court of Common Pleas in Merrimack County — Meaning all the land & tenements owned by said Corporation on the North side of said River which is situate West of Benjamin J. Sanborns Estate land — Reserving Hemick Sikins — Blacksmith Shop, Also the Shop of Daniel M. Robinson, & the Grist Mill in the Batting Shop: do upon our oaths say that the same tract of land is of the value of Sixteen Hundred ninety six Dollars & fifty Eight cents & not more, and we have set off the same land by metes and bounds in satisfaction of the within Execution & Costs thereon.

April 8. 1841.

Henry Burley
Jeremiah Tilton
Saml George

128

Merrimack ss. April 8. 1841. In pursuance of the direction of Joseph Noyes agent for the Creditor within named I have extended the within Execution upon the tracts of land & buildings above described in the manner following viz, I caused three appraisers to be chosen that is to say Samuel George by the Plaintiff in interest within named Jeremiah Tilton by Mason H. Morey agent of the within named Smithville Factory Co. and Henry Burley who was chosen by myself the said Samuel George Jeremiah Tilton and Henry Burley being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named Smithville Factory Company upon their oaths said that the above described tracts of land and Buildings shown to them as the Estate of the aforesaid Debtor was of the value of Sixteen Hundred ninety six Dollars & fifty Eight cents and no more. And the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and myfees and I have delivered possession and seizen of the said tract of land and buildings to the said Joseph Noyes Plaintiff in interest creditor within named, I therefore return this Execution fully satisfied as aforesaid —

Daniel Osgood Dept. Sheriff,

April 8. 1841. This may certify that I have this day received full seizen and possession of the above described tract of land and buildings by Daniel Osgood, Deputy Sheriff.

Joseph Noyes Plaintiff in interest,

Fees. service		23
Travel		15
To Appraisers	11.	00
" Recording Bondage	10	37
& Contents		
	$21.	75

Received and Recorded September 21. 1841.

Examine —

Mitchell Gilmore Jr, Register.

Exn Mer. County Bank v. Smithville Factory Co. Sept. T. 1841

State of New Hampshire,
Merrimack ss.

To the Sheriff of any County in this State or his Deputy, Greeting.

(L.S.)

Whereas, The President Directors and Company of the Merrimack County Bank a corporation duly Established by Law & doing business in Concord in said County, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, within and for the County of Merrimack, on the third Tuesday of March Anno Domini 1841 recovered Judgment against The Smithville Factory a Corporation duly Established by Law & doing business in Northfield

1598.14 for the sum of fifteen hundred & ninety Eight Dollars fourteen
14.84 Cents, debt or damages, and fourteen Dollars Eighty four cents
1612.98 Cost of suit, as to us appeared of Record whereof Execution remain-
17 ain'd to be done
1613.15

We command you therefore that of the Goods, Chattels, or Lands of the said Smithville Factory within your precinct you cause to be paid and satisfied unto the said Merrimack County Bank at the Banking House in money the aforesaid sums being $1612.98. in the whole with 17 cents more for this Writ, and thereof to satisfy yourself for your own fees.

Hereof fail not and make due return of this Writ with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid on the third Tuesday of September next,

Witness - Joel Parker, Esq. at Concord the 29. day of - March Anno Domini 1841.

J. C. Badger - Clerk.

Issued S. 1841
Samuel Gilson and Samuel George Deputy Sheriffs of Merrimack ss.
Personally appeared the above named Samuel George and made oath that the above return by him subscribed is true.
Before me Samuel Gilson Just. Peace.
All the Lands and Tenements of the Smithville Manufacturing Co. in Northfield in said County of Merrimack ss. on the 30th day of April A.D. 1841 taken on Execution and sold to the Merrimack County Bank for the sum of Sixteen hundred dollars.
Geo. W. Nesmith Just. Peace.

We the subscribers, having carefully and attentively examined two tracts of land situated in Northfield in said County, shewn to us as the Estate of the within named The Smithville Factory and described as follows, viz. beginning on the North side of the Highway leading from Sanborn's Bridge to Franklin Village at the Southeast corner of the West Yard in front of the Factory boarding houses, thence North 7 deg. west on said yard fence 12 rods, 8 links to a stake and stones standing four feet South of said land 12 rods 3½ links to a Stake & Stones, thence North 7 deg. West one rod 6 links to a Stake & Stones, thence Easterly on a line 4 feet North of said land 12 rods 3½ links to a Stake and Stones, thence North 7 deg. West. 9 rods 18 links to the river Winnipisiogee, thence Easterly on the river aforesaid 14 rods 4 links to a post. thence South 5. deg. West 6 rods. 11 links to a post. thence Easterly on the North end of the Counting house building 1 rod and six links, thence Southerly on the East side of said Counting house and the yard fence, 12 rods 9 nine links to the Southeast corner post of the Factory Yard. thence Westerly on the north side of said road 11 rods 2 links to the first bound, Together with the land and the right to draw Water from the dam above, for all purposes for the use of the Factory on the premises reserving the right of an open way as now used to the boarding houses & land lying West of those premises, Also another tract of land situated in said Northfield Beginning on the South side of the Winnipisiogee river, about 2 rods East of

(continued)

down at the North west corner of Jonathan Sanborns land at a small Oak tree, Spotted. Thence South on said Jonathans land 10 rods to a post, thence Westerly on the North side of the road leading from Edward Leightons to Franklin Village 12 rods & 20 links to a post, thence North one deg. West on Daniel Hendricks land, and same course 16 rods to Stake and Stones thence Easterly on said river 16 rods 21 links to the first bound. together with the dam & the Water previlege belonging to said premises, Reserving the highway on said premises — "do upon our oaths say that three fourths of the aforesaid tracts of land are of the value of twenty seven hundred dollars and no more — And that $\frac{480}{2700}$ worth of said three fourths is of the value of four hundred and eighty dollars and no more, and We have set off the whole of said tracts of land by metes and bounds, as aforesaid, and have assigned $\frac{480}{2700}$ of three fourths thereof to the said president, Directors and Company of the Merrimack County Bank, the Creditors within named in part Satisfaction of this Execution —

Henry Burley
Jeremiah Tilton
Saml George

Merrimack ss. September 16, 1841. In pursuance of the directions of the Directors of the Merrimack County Bank the creditors within named I have extended the within Execution upon the tracts of land and buildings $\frac{480.00}{2700.00}$ of three fourths of the above described premises in the manner following, viz. I caused three appraisers to be chosen that is to say Samuel George by the creditors within named Jeremiah Tilton by Mason N. Morey agent of the Smithville Factory Co. and Henry Burley who was chosen by my self — the said Samuel George Jeremiah Tilton and Henry Burley being all reputable free holders and residents in said County of Merrimack who being sworne before a Justice of the Peace faithfully and impartially to appraise such lands and tenements and should be shewn to them as the estate of the within named debtor upon their oaths said that one undivided three fourths of said land and buildings were worth $2700.00, and that one undivided $\frac{480.00}{2700.00}$ of the three fourths of the said tracts of land and buildings shown to them as the estate of the aforesaid debtor was of the value of $480.00 and no more, And the said appraisers set off $\frac{480.00}{2700.00}$ of said three fourths of said lands and buildings by metes and bounds as aforesaid at the sum of $480.00 at that sum in part satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tracts of land to the said Creditors within named I therefore return this Execution Satisfied as aforesaid, in part to wit, for the sum of four hundred & sixty Eight dollars & twenty three cents being the residue of the said sum of $480.00 the value of said land after deducting my fees and for no more.

Daniel Osgood, Deputy Sheriff.

September 16. 1841. This may certify that I have this day received full seizen and possession of the above described tracts of land and buildings by Daniel Osgood, Dept. Sheriff.

Fees — $11.72 —

Geo. W. Nesmith — atty to Plfs.

Received and Recorded September 21. 1841.
Examined —
Mitchel Gilmore Jr. — Register. —

130

131.

Exn Masa H. Morey v Smithville Factory Co Sept. Term 1841.

State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State or his Deputy. Greeting.

(L.S.) Whereas, Masa H. Fellows of Franklin in said County Yeoman, by the consideration of our Justices of our court of Common Pleas, holden at Concord within and for the County of Merrimack on the third Tuesday of March Anno Domini 1841, recovered Judgment against The Smithville Factory a corporation duly Established by Law & doing business in Northfield in said County

196.48 for the sum of one hundred and ninety Six Dollars forty Eight cents
14..74 debt or damages, and fourteen Dollars seventy four cents cost of suit
2 11..22 as to us appears of record, whereof Execution remains to be done
17 We command you therefore that of the Goods ~~Chattels~~, or Lands of the said The Smithville Factory within your precinct you cause to be paid and satisfied unto the said Fellows at the value thereof in money, the aforesaid Sums being $211.22. in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees.

Hereof fail not and make due return of this Writ with your doings thereon unto our said court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next,

Witness - Joel Parker, Esq, at Concord the 29, day of March Anno Domini, 1841.

S. C. Badger - Clerk.

April 8, 1841.

Personally Appearing Henry Burley Jeremiah Tilton & Samuel George made Solemn Oath, that they would faithfully and impartially appraise ~~Goods~~ all the Lands and tenements shewn to them as the Estate of the Smithville Factory to satisfy the within Execution.

Geo. W. Nesmith Just. Peace.

We the subscribers having carefully and attentively examined two tracts of Land situated in Northfield in said County, shewn to us as the Estate of the within named The Smithville Factory and described as follows. (viz) Beginning on the North side of the highway leading from Sanborns Bridge to Franklin Village, at the South East Corner of the West Yard in front of the Factory boarding house; thence North 7 deg. West on said Yard fence, 12 rods & links to a Stake & Stones Standing four feet South of said Canal 12 rods 8½ links to a Stake & Stones, thence North 7° West one Rod 6 links to a Stake & Stones - thence Easterly on a line 4 feet North of said Canal 12 rods 3½ links to a Stake & Stones, thence North 7 deg, West 9 rods & 18 links to the River Winnipiseogee, thence Easterly on the River aforesaid 14 rods, 4, links to a post, thence South 5 deg. West 6 rods 11 links to a post, thence Easterly on the North end of the Counting house building 1 Rod & 6 links, thence Southerly on the East side of said Counting house and the Yard fence 12 rods five links to the Southeast Corner post of the Factory Yard, thence Westerly on the North side of said road, 11 Rods 2 links to the first bound. Together with the canal and the right to draw water from the dam above, for all purposes for the use of the Factory on these premises —

Continued

Reserving the right of an open way as now used to the boarding houses & land lying west of the premises - Also another tract of land situate in said Northfield - Beginning on the Southerly side of the Winnipisiogee river about 2. rods East of the dam at the North West corner of Jonathan Sanborn's land at a small Oak tree spotted. thence South on said Jonathan's land 10 rods to a post. thence Westerly on the North side of the road leading from Edward Leightons to Franklin Village 12 rods & 20 links to a post. thence North 1. deg. West on Daniel Merricks land and same course 6 rods to a Stake & Stones, thence Easterly on said River 6 rods 21 links to the first bound - together with the dam & the water priveleye belonging to said premises - Reserving the highway on said premises - do upon our oaths say that three fourths of the aforesaid tracts of land and of the value of twenty seven hundred Dollars and no more - and that $\frac{222.88}{2700.00}$ worth of said three fourths is of the value of two hundred and twenty two Dollars and Eight Eight cents and no More. and we have set off the whole of said tract of land by metes and bounds as aforesaid and have assigned $\frac{222.88}{2700.00}$ of three fourths thereof to the said Fellows the Creditor within named in full satisfaction of this Execution

Henry Burley
Jeremiah Tilton
Samel George

Merrimack ss. September 16. 1841. In pursuance of the directions of Mase M. Fellows the Creditor within named I have extended the within Execution upon the tracts of land and buildings $\frac{222.00}{2700.00}$ of three fourths of the above described premises in the manner following viz, I caused three appraisers to be chosen that is to say Samuel George by the Creditor within named Jeremiah Tilton by Mase H. Morey agent of the Smithville Factory Company and Henry Burley who were chosen by my self the said Samuel George Jeremiah Tilton and Henry Burley being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor upon their oaths said that one undivided three fourths of said lands and buildings were worth $2700.00 and that one undivided $\frac{222.88}{2700.00}$ of the three fourths of the said tracts of land and building shewn to them as the estate of the aforesaid debtor was of the value of $222.88 and no more. And the said Appraisers set off $\frac{222.88}{2700.00}$ of said three fourths of said lands and buildings by metes and bounds as aforesaid at the sum of $222.88. at that sum in satisfaction of this Execution and my fees. and I have delivered possession and seizen of the said tracts of land and buildings to the said Mase M. Fellows the creditor within named. Therefore return this Execution fully satisfied as aforesaid

Daniel Osgood Deputy Sheriff.

September 16. 1841. This may certify that I have this day received full seizen and possession of the above described tracts of land and building by Daniel Osgood Deputy Sheriff.

Fees $11.49 — G. W. Nesmith - owner of Epsom,

Received and recorded September 21. 1841.

Examined -

Mitchel Gilmore Jr. Register.

132

133

Exn Thatcher & Billings v. Smithville Factory Sept. Term 1841.

State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State or his Deputy, Greeting.

L.S.

Whereas: Thomas Thatcher and William G. Billings both of Boston, County of Suffolk & Commonwealth of Massachusetts Merchants, in Copartnership business under the firm and Style of Thatcher & Billings, by the consideration of our Justices of our Court of Common Pleas, holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno Domini 1841 recovered Judgment against The Smithville Factory Corporation - duly Established by Law and doing business in Northfield in said

$648.25 County, for the Sum of Eight thousand six hundred & Eighty four dollars

8.99 twenty five cents debt or damages and Eight dollars ninety nine cents

8657.24 Cost of Suit, as to no appears of Record, whereof Execution remains

17 to be done

We command you therefore that of the Goods, Chattels, or Lands of the said Smithville Factory, within your precinct you cause to be paid and satisfied unto the said Thomas & William at the value thereof in money, the aforesaid Sums being $8657.24 in the whole with 17 cents more for this Writ; and thereof to satisfy your self for your own fees.

Hereof fail not and make due return of this Writ, with your doings thereon unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next.

Witness - Joel Parker, Esq. at Concord, the 29th day of March Anno Domini, 1841.

S. G. Badger - Clerk.

Merrimack ss. April 8, 1841. Personally appearing Henry Burley Jeremiah Tilton and Samuel George made Solemn Oath that they would faithfully and impartially appraise ~~such~~ all the lands and tenements shewn to them as the Estate of the Smithville Factory to satisfy this within Extent.

Before me - Geo. W. Nesmith Jus. Peace.

We the subscribers having carefully and attentively examined a tract of Land shewn to us the Estate of the within named The Smithville Factory and bounded as follows: beginning on the North East corner of said tract on the highway leading from Franklin to Sanborntow Bridge, and on Land of Jona Sanborn in Franklin, thence running Westerly on Land of said Jonathan, to Land set off on Extent, in favor of Concord Bank vs said Factory, thence Southerly on Land set off as aforesaid to said Bank, to the middle of Winnipisiogee River, thence Easterly up said river to said highway, thence Northerly on said highway to the bound first - begun at, with the buildings thereon situated said tract is situated in Franklin aforesaid being one third of an acre of land, be the same more or less. Also a small triangular tract of land on the Easterly side of said highway & adjoining the same & land of said Sanborn being one tenth of an acre be the same more or less. also all the land of the said Corporation, heretofore set off to said Concord Bank

Continued

and Stephen Sawyer on Exons. in their favor & returned in the Clerks Office of said County. referenced to said set off being had. all of said Land being in Franklin in said County & on the North side of Winnipisiogee River do upon our oaths say that the first two described tracts of lands, and the Equity in the other, are of the value of three hundred dollars & no more. and We have set off the same land by metes and bounds as aforesaid in part satisfaction of the within Execution,

Henry Burley
Jeremiah Tilton
Saml George

Sept. 16. 1841.

Merrimack Ss. September 16, 1841. In pursuance of the directions of Thomas Thatcher and William G. Billings the Creditors within named I have Extended the within Execution upon the tract of land and buildings above described in the manner following (viz). I caused three appraisers to be chosen that is to say Saml George by the creditors within named Jeremiah Tilton by Moses H. Morey agent of the Smithville Factory Co. and Henry Burley who was chosen by myself the said Samuel George, Jeremiah Tilton and Henry Burley being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtors upon their oaths said that the above described tract of land shewn to them as the Estate of the aforesaid — debtor was of the value of three hundred Dollars and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this Execution and my fees and I have delivered ~~full~~ possession and seizen of the said tract of land to the said Thomas Thatcher and William G. Billings the creditors within named I therefore return this Execution satisfied as aforesaid in part to wit, for the sum of two hundred Eighty Seven — dollars & Eighty seven cents being the residue of the said sum of three hundred dollars the value of said land after deducting my fees and for no more,

Daniel Osgood Deputy Sheriff.

September 16. 1841. This may certify that I have this day received full seizen and possession of the above described tract of land and building by Daniel Osgood Deputy Sheriff —

Geo. W. Nesmith, atty. to. Plfs.

Fees. ℔ 12. 13,

Received and Recorded September 21. 1841.

Examined —

Mitchel Gilmore Jr. Register

134

135

Ec. Samuel Locke. v. Smithville Factory Sept. Term 1841

State of New Hampshire.

Merrimack Ss.

To the Sheriff of any County in State or his Deputy, Greeting.

£3.

Whereas, Samuel Locke of Sullivan in our County of Cheshire, by the consideration of our Justices of our Court of Common Pleas holden at Concord within and for the County of Merrimack, on the third Tuesday of March Anno. Domini 1841. recovered Judgment against The Smithville Factory a corporation duly Established by Law & doing business in Northfield in said County,

95 " 62
1 " 03
966 " 65
" 17
966 " 82
17 " 21
984 " 03

For the sum of nine hundred fifty seven dollars sixty nine cents debt or damages, and nine dollars three cents cost of suit as to us appears of record. Whereof Execution remains to be done.

We command you therefore that of the Goods, Chattels, or Lands of the said Smithville Factory, within your precinct, you cause to be paid and satisfied unto the said Samuel at the value thereof in money the aforesaid sums, being $966.65. in the whole with 17 cents for this Writ, and thereof to satisfy yourself four your own fees,

501.25 Locke claim
456.37 Lyford & Eastman debt
957.62

Hereof fail not, and make due return of this Writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next.

17.21 Sher. fees
8.97 Locke part paid
8.24

Witness - Joel Parker Esqr. at Concord, the 29th day of March Anno Domini, 1841.

S. C. Badger - Clerk.

Merrimack Ss. April 8, 1841. Personally Appearing Henry Burley, Jeremiah Tilton, and Samuel George & Made oath, that they would faithfully & impartially Appraise such lands & tenements as should be shewn them as the Estate of within named Smithville Factory to satisfy the within Execution

Before me. Geo. W. Nesmith Just. Peace.

September 16, 1841.

We the Subscribers having carefully and attentively examined a tract of Land & Water previlege shewn to us as the Estate of the within named The Smithville Factory, situated in Franklin, in said County, and bounded as follows, viz, The following tracts of land in Northfield, viz, Beginning on the North side of the highway leading from Sanborns Bridge to Franklin Village at the South East Corner of the west Yard in front of the Factory Boarding Houses. thence North 7. deg. W. on said Yard fence 12 rods eight links to a Stake and Stones standing 4 feet South of the Canal or race way. thence Westerly on a line 4 feet South of said Canal. 12 rods 3½ links to a Stake & Stones. thence North 7. West one rod 6. links to a Stake and Stones. thence Easterly on a line 4 feet North of said Canal, 12 rods 3½ Links to a Stake & Stones thence North 7 deg. West 9. rods 18 links to the River Winnepisiogee 14 rods 4 Links to a post, thence South 5 Deg. West six rods 11 Links to a post, thence Easterly on the North End of the Counting house building one Rod 6 links. thence Southerly on the East Side of said Counting house and the Yard fence 12 rods five links to the South East corner post of the Factory Yard, thence Westerly on the North side of said road 11 rods 2 Links to first bound. Together with the Canal, and the right to Draw Water from the dam above for all purposes for the use

Continued—

of the Factory on the premises. Reserving the right of an open way as now used to the boarding houses and land lying West of these premises) Also the following tract of land & Water privilege in Northfield. Beginning on the South Side of the Winnipiseogee river, about two rods East of the dam, at the North West corner of Jonathan Sundborns land at a small Oak tree Spotted, thence South on said Jonathans land 10 rods to a post, thence Westerly on the North Side of the road leading from Edward Leightons to Franklin Village 12 rods and 20 links to a post, thence North 1 degree west on Daniel Herrick land, and same course 16. Rods to a Stake & Stones, thence Easterly on said river 16. Rods 21. links to the first bound. together with the dam & Water previlege, Reserving the highway; now Crossing said premises and We do upon our oaths say that three fourths of the same tracts of land & water previlege are of the value of Twenty Seven hundred Dollars & no more. and that $\frac{984.03}{2700.00}$ worth of said three fourths is of the value of $ Nine hundred and Eighty four Dollars and Three cents & no more. and We have set off the Whole of said tract of land by metes and bounds as aforesaid, and have appraised $\frac{984.03}{2700.00}$ of said three fourths of said tracts to the said Locke the creditor within named in full satisfaction of this Execution

Henry Burley
Jeremiah Sitton
Saml George

Merrimack Ss. September 16. 1841. In pursuance of the directions of Samuel Locke the Creditor within named I have extended the within Execution upon the tracts of land and buildings $\frac{984.03}{2700.00}$ of three fourths of the above described premises in the manner following (viz) I caused three Appraisers to be chosen that is to say Samuel George by the Creditor within named Jeremiah Sitton by Mason H. Morey agent of the Smithville Factory Company and Henry Burley who was chosen by my self the said Samuel George Jeremiah Sitton and Henry Burley being all reputable free holders and residents in said County of Merrimack. who being Sworn before a Justice of the peace faithfully and impartially to appraise such lands and tenements as should be Shown to them as the Estate of the within named debtor upon their oaths said that one undivided three fourths of said lands and buildings were worth $2700.00 and that one undivided $\frac{984.03}{2700.00}$ of the three fourths of the said tracts of lands and buildings Shown to them as the Estate of the aforesaid debtor was of the value of $984.03 and no more. And the said appraisers set off $\frac{984.00}{2700.00}$ of said three fourths of said lands and buildings by metes and bounds as aforesaid at the sum of $984.03. at that sum in satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tracts of land and buildings to the said Samuel Locke the creditor within named I therefore return this Execution fully Satisfied as aforesaid—

Daniel Osgood Deputy Sheriff.

Sept 16. 1841

This may Certify that I have this day received full seizen and possession of the above described tracts of land and buildings by Daniel Osgood Dept. Sheriff.

Fees $17.21. Geo. W. Nesmith atty. to Plf.

Received and Recorded September 21. 1841.

Examined—

Mitchel Gilmore Jr. Register.

136

137

Exn Lydia Smith v. Smithville Factory Co. Sept. Term 1841

State of New Hampshire.

Merrimack Ss.

To the Sheriff of any County in this State or his Deputy, Greeting.

L.S.

Whereas. Lydia Smith of Franklin in said County single woman, by the consideration of our Justices of our court of Common Pleas. holden at Concord, within and for the County of Merrimack, on the third Tuesday of March Anno Domini. 1841. recovered Judgment against The Smithville Factory a Corporation duly Established by Law and doing business in Northfield in said County

983.59 for the sum of nine hundred and Eighty three Dollars fifty
14.84 nine cents debt or damages, and fourteen dollars Eighty four
998.43 cents Cost of suit, as to us appears of Record, whereof Execution
.17 remains to be done;

We commend you therefore that of the Goods, Chattels, or Lands of the said The Smithville Factory within your precinct, you cause to be paid and satisfied unto the said Smith at the value thereof in money, the aforesaid sums being $998.43. in the whole with 17 cents more for this Writ; and thereof to satisfy your self for your own fees.

Hereof Fail not and make due return of this Writ with your doings thereon, unto our said court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, on the third Tuesday of September next.

Witness - Joel Parker, Esq. at Concord the 29th day of March anno Domini 1841.

S. C. Badger - Clerk.

Merrimack Ss. April 8. 1841. Personally appearing Henry Burley, Jeremiah Tilton and Samuel George made Solemn Oath that they would faithfully, and impartially appraise all the lands and tenements shown to them as the Estate of the Smithville Factory to satisfy the within Execution - Before me - Geo. W. Nesmith. Jus. Peace.

We the subscribers having carefully and attentively examined a tract of land situated in Northfield in said County shown to us as the Estate of the within named Smithfield Factory, and bounded as follows, to wit, Beginning on the north side of the highway leading from Sandborns Bridge to Franklin Village at the South East corner of the west Yard in front of the Factory boarding houses thence North seven degrees west on said Yard fence twelve rods eight links to a Stake and Stones standing four feet South of the Canal or race way thence westerly on a line four feet South of said Canal twelve rods three and one half links to a Stake and Stones, thence North seven degrees West one rod and six links to a Stake and Stones, thence Easterly on a line four feet north of said Canal twelve rods three and one half links to a Stake and Stones, thence North seven degrees West nine rods and eighteen links to the River Winnipisiogee. fourteen rods and four links to a Post, thence South five degrees west six rods and eleven links to a post, thence Easterly on the north end of the Counting house building one rod six links: thence Southerly on the East side of said Counting house and the yard fence twelve rods and five links to the South East corner post of the Factory Yard, thence westerly on the south side of said road eleven rods and two links to the bound first mentioned Together with the Canal and the right to draw water from the dam above for all purposes for the use of the Factory on these premises. Reserving the right of an open way as now used to the boarding houses and land lying west of these

continued

premises.) — Also one other tract of land and Water previlege in Smithfield in said County and described as follows, to wit,
Beginning at the South side of the Winnipisiogee River about two rods East of the dam at the Northwest corner of the Jonathan Sanderson's land at a small Oak tree Spotted; thence South on said Jonathans land ten rods to a post, thence westerly on the South side of the road leading from Edmund Leightons to Franklin Village twelve rods and twenty links to a post, thence one degree West on Daniel Harrick land and same course sixteen rods to a Stake and Stones; thence Easterly on said river sixteen rods and twenty one links to the first bounds, Together with the dam and water previlege — Reserving the highway now crossing said premises And we do upon our oaths say that three fourths of the same tracts of land and Water previleges are of the value of twenty seven hundred dollars and no more, and that $\frac{1012.97}{2700.00}$ worth of said three fourths is of the value of ten hundred and twelve dollars and ninety seven cents and no more, And we have set off the whole of the same lands by metes and bounds as aforesaid and have assigned $\frac{1012.97}{2700.00}$ of said three fourths of said tracts to the said Smith the Creditor within named in full satisfaction of this Execution

Henry Burley
Jeremiah Tilton
Saml George

Merrimack ss. September 16. 1841. In pursuance of the directions of Lydia Smith the Creditor within named I have extended the within Execution upon the tracts of land and buildings $\frac{1012.97}{2700.00}$ of three fourths of the above described premises in the manner following, viz, I caused three appraisers to be chosen that is to say Henry Samuel George by the creditor within named Jeremiah Tilton by Musa H. Morey agent of the Smithville Factory company and Henry Burley who was chosen by my self the said Samuel George Jeremiah Tilton and Henry Burley being all reputable free holders and residents in said County of Merrimack who being Sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them of the Estate of the within named debtor upon their oaths said that one undivided three fourths of said lands and buildings were worth $2700.00, and that one undivided $\frac{1012.97}{2700.00}$ of the three fourths of the said tracts of land and buildings shewn to them of the Estate of the aforesaid debtor was of the value of $1012.97, and no more, and the said appraisers set off $\frac{1012.97}{2700.00}$ of said three fourths of said lands and buildings by metes and bounds as aforesaid at the sum of $1012.97, at that sum in satisfaction of this Execution and my fees, and I have delivered possession and seizen of the said tracts of land and buildings to the said Lydia Smith the creditor within named. I therefore return this Execution fully satisfied as aforesaid,

Daniel Osgood Deputy Sheriff.

September 16. 1841. This may certify that I have this day received full seizen and possession of the above described tracts of land and buildings by Daniel Osgood Deputy Sheriff

Fees $ 14.37

Geo. W. Nesmith, atty to Plf.

Received and Recorded September 21. 1841.
Examined —

Mitchel Gilmore Jr. Register.

138

1381

Hillsb. Co

Exn Thomas D. Worthley vs. John Rolf Sepy. Term, 1841

The State of New Hampshire.

Hillsborough ss.

To the Sheriff of any County in this State or his Deputy. Greeting.

(L.S.)

Whereas Thomas D. Worthley of Manchester in said County Yeoman,

by the consideration of our Justices of our Court of Common Pleas, holden at Amherst, for and within our County of Hillsborough on the third Tuesday of August Anno Domini 1841 recovered judgment against John Rolf of Lowell in the county of Middlesex & Commonwealth of Massachusetts, Yeoman, —

118.89 for the sum of one hundred eighteen dollars eighty nine cents
13.94 debt or damages and thirteen dollars ninety four cents cost of
132.83 suit, as to us appears of Record, whereof Execution remains to
.17 be done:
133.00

We command you, therefore, that of Goods, Chattels or Lands of the said John Rolfe within your precinct, you cause to be paid and satisfied unto the said Thomas D. Worthley at the value thereof in money, the aforesaid Sum being one hundred thirty two Dollars Eighty three cents in the whole: with 17 cents more for this Writ, and thereof also to satisfy yourself for your own fees. And for want of Goods, Chattels or Lands of the said John Rolfe to be by him shewn unto you, or found within your precinct to the acceptance of the said Timothy D. Worthley to satisfy the Sums aforesaid; We command you to take the body of the said John Rolf and him commit unto our Gaol within your precinct, and detain in your custody within our said Gaol, until he pay the full Sum above mentioned, with your fees, or that he be discharged by the said Timothy D. Worthley the Creditor, or otherwise by Order of Law.

Hereof fail not and make ~~Due~~ return of this Writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Amherst, in our County of Hillsborough aforesaid, on the first Tuesday of February next.

Witness Joel Parker, Esq. at Amherst, the 8th day of November — Anno Domini 1841.

P. Dodge Clerk.

Merrimack ss. November 24. 1841. Then Isaac C. Otterson Peter C. Powell and Samuel Melvin personally appeared, and made oath that they would faithfully and impartially appraise such Lands and Tenements as should be shewn them as the Estate of the within named John Rolfe, to satisfy the within Execution.

Before me Seth R. Jones Justice of the Peace,

We the subscribers having carefully and attentively examined a tract of land with the Building thereon shewn to us as the estate of the within named John Rolf situate in Hooksett in the County of Merrimack and State of New Hampshire and bounded as follows viz

Continued

beginning on the white Hall road so called at the Northwesterly corner of a land owned by Charles Lawrence at a Stake and Stones thence South sixty Eight degrees East sixteen rods to a Stake and Stones - thence South forty Eight and a half degrees West twenty seven rods and a half to a Stake and Stones - thence North fifty seven degrees West ten rods to a Stake and Stones - by the side of the road aforesaid - thence Easterly by said bound to the bounds first mentioned containing two acres more or less. do upon our oaths say that the same tract of land and building is of the value of Eight Eight dollars and no more and We have set off the same land by metes and bounds as aforesaid in part satisfaction of the within execution,
November 24. 1841.

I. G. Otterson
Peter G. Rowell
Samuel Melvin

Merrimack Ss. November 24. 1841. In pursuance of the directions of George W. Morrison, Esquire Attorney of Thomas D. Worthley the creditor within named I have extended the within execution upon the tract of land and building above described in manner following viz., I caused three appraisers to be chosen that is to say Samuel Melvin by George W. Morrison Attorney of the creditor within named Isaac G. Otterson who was chosen by my self and Peter G. Rowell who was chosen also by me for the said John Rolfe the debtor within named the said debtor not residing within the said County of Merrimack and not having notified me of any appraiser by him chosen on his part the said Samuel Melvin Isaac G. Otterson and Peter G. Rowell being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor upon their oaths said that the above described tract of land and building thereon ~~shewn~~ shewn to them as the estate of the aforesaid debtor was of the value of Eight Eight dollars and no more. And the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this execution and my fees, and I have delivered possession and seizen of the said tract of land to the said George W. Morrison Attorney of the said Thomas D Worthley the Creditor within named I therefore return this Execution satisfied as aforesaid in part to wit, for the sum of seventy three dollars and fifty cents being the residue of said sum of Eight Eight dollars the value of said land after deducting my fees and for no more

Fees & Expenses - Service 23 - Travel 25 =		.48
Poundage 2.01 - Notifying parties & appraisers 3.00 =		5.01
Paid Justice 51 - Paid Appraisers 3.75 =		4.26
Paid Surveyor 1.25 - Paid for Recording 1.25 =		2.50
My own time with Appraisers -		1.25
Making Returns & Returning Execution to Register of Deeds -	1.00	
	$14.50	

Mace Moulton D. Sheriff,

November 24. 1841. This may certify that I have this day received full seizen and possession of the above described tract of land by Mace Moulton Deputy Sheriff,

Thomas D. Worthley by his Attorney
G. W. Morrison

139

Received and Recorded January 23d. A.D. 1842 -
Examined -
Mitchel Gilmore Jr. Register.

140

Exp.n G. W. F. Converse v. Parmenas Hill March Sess 1842

The State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State or his Deputy. Greeting.

(L.S.)

Whereas, George W. F. Converse of Hooksett in said County Trader, Creditor, by the consideration of our Justices of our Court of Common Pleas, holden at Concord for and within our County of Merrimack aforesaid on the Third Tuesday of September Anno Domini 1841. Recovered Judgment against Parmenas Hill of Pembroke in said County Yeoman, Debtor.

35.26 / 6.90 / 42.16 / 17 / 42.33

For the sum of thirty five dollars twenty six cents debt or damages, and six dollars ninety cents. Cost of suit, as to us appears of Record, whereof Execution remains to be done:

We Command you, therefore, that of the Goods, Chattels, or Lands of the said Hill, Debtor, within your precinct, you cause to be paid and Satisfied unto the said Converse, Creditor, at the value thereof in money, the aforesaid Sums, being $ 42.16. in the whole, with 17 cents more for this Writ, and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said Hill Debtor, to be by him shewn unto you, or found within your precinct, to the acceptance of the said Converse, Creditor to satisfy the Sums aforesaid. We command you to take the body of the said Hill Debtor, and him commit unto Either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full Sums above mentioned, with your fees; or that he be discharged by the said Converse the the Creditor, or otherwise by order of Law.

Hereof fail not, and make ~~due~~ return of this Writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Concord in our County of Merrimack aforesaid, upon the third Tuesday of March next,

Witness — Joel Parker, Esq, at Concord, the 12th day of October Anno Domini 1841.

S. C. Badger — Clerk.

Merrimack ss. November 10. 1841. Then Isaac C. Otterson Peter C. Rowell and Samuel Melvin personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named Parmenas Hill to satisfy the within Execution,

Before me, Seth H. Jones — Justice of the Peace.

We the Subscribers having carefully and attentively examined a tract of land shewn to us as the estate of the within named Parmenas Hill situate in Hooksett in the County of Merrimack and State of New Hampshire and bounded as follows viz: beginning at a stake and stones standing at the easterly side of the highway leading from John Severance's House Southerly just the dwelling house of Jessee Kimball at a stake and stones at the Southerly line of Jedediah Kimballs land — thence south sixty eight degrees East by said Jedediah Kimball's land sixty two rods to a stake and stones — thence south by Jesse Kimballs land twenty and a

Continued

half rods to a Stake and stones at the end of a Stone wall thence North sixty eight degrees West forty nine and a half rods to a Stake and Stones at the Westerly side of the highway aforesaid — Thence Northerly by said highway to the bounds first mentioned. containing six acres and ninety four Square rods be the same more or less. do upon our oaths say that that the same tract of land is of the value of fifty five dollars and ninety nine cents and no more and we have set off the same land by metes and bounds as aforesaid in satisfaction of the within Execution.

I. C. Otterson
Peter C. Rowell
Samuel Melvin

November 10. 1841.

Merrimack ss. November 3. 1841. In pursuance of the directions of George W. F. Converse the Creditor within named I have extended the within Execution upon the tract of land above described in the manner following, viz. on the said third day of November A.D. 1841. I seized the tract of land above described and on the tenth day of the same November I caused three appraisers to be chosen that is to say Peter C. Rowell by the creditor within named Isaac C. Otterson who was chosen by myself and Samuel Melvin who was also chosen by myself for the said Permenas Hill the debtor within named the said debtor having been duly notified and requested by me to chose an appraiser and having refused and neglected so to do the said Peter C. Rowell Isaac C. Otterson and Samuel Melvin being all reputable free holders and residents in said County of Merrimack who being Sworne before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor upon their oath said that the above described tract of land shewn to them as the estate of the aforesaid debtor was of the value of fifty five dollars and ninety nine cents and no more. And the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees and I have delivered possession and seizen of the said tract of lands to the said George W. F. Converse the Creditor within named I therefore return this Execution fully satisfied as aforesaid

Fees & Expenses

Service -	23	Merce Moulton, D. Sheriff.
Travel	37	
Poundage	1,05	
Notifying parties & appraisers	3,00	
Paid justice fees	51	
Paid Appraisers	3.75	
Paid Surveyor 1.25 = Paid for Recording 1.25 =	2.50	
My own time with Appraisers	1.25	
Making Return & Returning Exon.	1,00	
	$ 13.66	

November 10, 1841 This may certify that I have this day received full seizen and possession of the above described tract of land by —

Merce Moulton Deputy Sheriff
Geo. W. F. Converse —

Received and Recorded January 26. 1842.

Examined Mitchel Gilmore D. Register.

141

142

Exr Concord Bank v. Benjamin Gale March T. 1842

1124.. 66
16.. 46
1141.. 36
17
1141.. 53
54.. 00
1067.. 53
16.47
1104.. 00

The State of New Hampshire.
Merrimack ss.

To the Sheriff of any County in this State, or his Deputy Greeting

Whereas The President Directors & Company of the Concord Bank — an Incorporated Institution having their place of busineys in Concord in said County, Creditors, by the consideration of our Justices of our Court of Common Pleas holden at Concord for and within our County of Merrimack aforesaid on the third Tuesday of September Anno Domini 1841, recovered judgment against Benjamin Gale of Concord in said County — Yeoman — Debtor — for the sum of seven hundred & twenty four dollars eighty eight cents debt or damages and sixteen dollars forty eight cents cost of Suit, as to us appears of Record, whereof Execution remains to be done: We command you therefore, that of the Goods Chattels, or lands of the said Gale Debtor, within your precinct you cause to be paid and satisfied unto the said Bank Creditors at the value thereof in money the aforesaid sums being $1141.36 in the whole with 17 cents more for this writ; and thereof to satisfy yourself for your own fees.

and for want of Goods, Chattels, or lands of the said Gale Debtor to be by him shewn unto you, or found within your precinct to the acceptance of the said Bank Creditor, to satisfy the sums aforesaid: We command you to take the body of the said Gale Debtor and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Bank the creditor, or otherwise by order of Law.

Hereof fail not, and make return of this writ, with your doings therein unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, upon the third Tuesday of March next.

Witness — Joel Parker Esqr at Concord the 27th day of October anno Domini 1841,

S. C. Badger Clerk.

Merrimack ss. November 3, 1841. Then Samuel Coffin, Hall Burgin and John Whipple personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named Benjamin Gale to satisfy the within Execution

Before me John Pettingill Justice of the Peace

We the subscribers having carefully and attentively examined a tract of land shewn to us as the estate of the within named Benjamin Gale situated in Concord in said County and bounded as follows, to wit: Beginning on the southerly side of Pleasant Street at the northeast corner of land of the New-Hampshire Asylum for the Insane, thence running south three and one half degrees east by land of said Asylum four rods and six and one half links to a post in the fence, thence north seventy six degrees east by the south end of the Ell of the house five rods to a stake, thence north eleven degrees west four rods and seven links to a stake on the southerly line of said Pleasant Street, thence south about seventy four degrees west by said Pleasant Street to the place of beginning, do upon our oaths say that the same tract of land with the buildings thereon is of the value of eleven hundred and four dollars and no more, and we have set off the same land and buildings thereon by metes and bounds as aforesaid in satisfaction of the within execution November 3, 1841.

Sam[l] Coffin
Hall Burgin
Jno Whipple

Continued

Merrimack ss November 8, 1841, In pursuance of the directions of the President Directors & Company of the Concord Bank the creditors within named, I have extended the within Execution upon the tract of land above described in the manner following (Viz) I caused three appraisers to be chosen, that is to say Hall Burgin by the creditors within named John Whipple by the Debtor within named and Samuel Coffin who was chosen by myself, The said Hall Buegin John Whipple and Samuel Coffin being all reputable freeholders and residents in said County of Merrimack, who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor upon their oath said that the above described tract of land shewn to them as the estate of the aforesaid debtor was of the value of eleven hundred and four dollars and no more — And the said appraisers set off the same land by metes and bounds as aforesaid as that sum in satisfaction of this Execution and my fees, and I have delivered possession and seizin of the said tract of land to the said President Directors & Company of the Concord Bank the creditors within named — I therefore return this Execution fully satisfied as aforesaid

Fees, Service & trail —— ,25
Bondage —— 8,45
Appointing & notifying Apprs — 1,00
Paid Justice fees — ,51
Attendance with Apprs — ,63
Paid Appraisers — 3,50
Recording Execution — 1,15
Return & certifying — ,75 $16,47

John Pettingill D Sheriff

143

Merrimack ss, Nov 8, 1841, This may certify that I have this day received full seizin and possession of the above described tract of land by John Pettingill Deputy Sheriff

Arthur F Foster Atty for said Bank

Received & Recorded March 11, 1842.
Examined Mitchel Gibson Jr Register

Exon. Concord Bank v. Benjamin Gale & als March T. 1842

The State of New Hampshire

Merrimack ss.

To the Sheriff of any County in this State, or his Deputy: Greeting

Whereas The President Directors and Company of the Concord Bank — an incorporated Company having their place of business in Concord in said County, Creditors, by the consideration of our Justices of our Court of Common Pleas holden at Concord for and within our County of Merrimack aforesaid, on the third Tuesday of September Anno Domini 1841 recovered judgment against Benjamin Gale of Concord in said County Yeoman, Elisha Morrill of the same Concord Ephraim Morrill of Nashua in our County of Hillsborough yeoman, and John Gibson of Francestown in our —— Debtors, for the sum of thirteen hundred & nineteen dollars fifty cents debt or damages and twenty two dollars eighty eight cents cost of suit, as to us appears of Record, whereof Execution remains to be done: — —

1319, 50
22, 88
1342, 38
,17

Exp^n Concord Bank V. Benjamin Gale & als March S. 1842

We command you, therefore, that of the Goods, Chattels, or Lands of the said Benjamin, Elisha, Ephraim & John Debtors within your precincts you cause to be paid and satisfied unto the said Bank Creditors at the value thereof in money, the aforesaid sums being $1342,36 in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said Benjamin, Elisha Ephraim & John Debtors to be by them shewn unto you or found within your precinct to the acceptance of the said Bank Creditors to satisfy the sums aforesaid: We command you to take the bodies of the said Benjamin Elisha, Ephraim & John Debtors and them commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until they pay the full sums above mentioned with your fees; or that they be discharged by the said Bank the creditor, or otherwise by order of Law

Herof fail not, and make return of this writ, with your doings therein unto our said Court of Common Pleas to be holden at Concord in our County of Merrimack aforesaid, upon the third Tuesday of March next

Witness — Joel Parker, Esqr at Concord the 27 day of October Anno Domini 1841

S. C. Badger Clerk

Merrimack ss, November 3, 1841, Then Samuel Coffin Hall Burgin and John Whipple personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Benjamin Gale to satisfy the within execution — Before me John Pettingill Justice of the Peace

We the Subscribers having carefully and attentively examined a tract of land with the buildings thereon, shewn to us as the estate of the within named Benjamin Gale situated in Concord in said County, and bounded as follows to wit, "Beginning on the south line of Pleasant Street at the northwest corner of Bracket Pages house lot thence running south sixty and a half degrees east by said Pages lot seventeen rods and sixteen links to land of the New-Hampshire Asylum for the Insane, thence by land of said Asylum south eighty two degrees west eight rods and twelve links to a corner post, thence by land of said Asylum north three and a half degrees west twelve rods nineteen links to a post in the fence thence north seventy six degrees east five rods to a stake, thence north eleven degrees west four rods seven links to the southerly line of Pleasant Street, thence by said Street about north seventy four degrees east three rods and seven links to the place of beginning do upon our oaths say that the same tract of land with buildings thereon is of the value of eleven hundred dollars and no more, and we have set off the same land by metes and bounds as aforesaid, in satisfaction of the within execution — November 3, 1841.

Saml Coffin
Hall Burgin
Jno Whipple

Merrimack ss November 3, 1841, In pursuance of the directions of the President Directors & Company of the Concord Bank the creditors within named I have extended the within execution upon the tract of land above described in the manner following (Viz) I caused three appraisers to be chosen that is to say Hall Burgin by the Creditors within named John Whipple by the Debtor within named and Samuel Coffin who was chosen by myself — The said Hall Burgin, John Whipple and Samuel Coffin who was chosen

In consideration that Elisha Melvill has conveyed to me certain real Estate by his deed of this date - less than his note dated Sept 26, 1845 for $150, bearing interest, and also given his note of even date herewith for $1342,36 payable in two years & secured by mortgage of said real Estate, I hereby release and discharge the said Melvill from all demands, & exonerate & discharge the said Melvill and his bail and covenant contained in the within writ of attachment in favor of Plaintiff this 10th of March 1845 — Witness my hand & seal

Mitchell Gilman & Recorder

Received & Recorded March 10, 1845 —

Continued

by myself the said Hall Burgin John Whipple and Samuel Coffin being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor, upon their oath said that the above described tract of land shewn to them as the estate of the aforesaid debtor was of the value of eleven hundred dollars and no more — and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees and I have delivered possession and seizen of the said tract of land to the said President Directors & Company of the Concord Bank the Creditors within named — & therefore return this execution satisfied as aforesaid in part to wit for the sum of ten hundred seventy eight dollars & ninety three cents being the residue of the said sum of eleven hundred Dollars the value of said land after deducting my fees, and for no more —

Fees Service & travil — —	,26
Poundage	6,45
Appointing & Notifying Apr.	1,00
Paid J. Fees	,51
Attendance with Apr.	83
Paid Apr.	6,00
Paid Surveyor	2,00
Recording Execution	1,25
Return & Certifying -	,75 $ 21,07

John Pettingill D Sheriff

Merrimack ss, Nov 3, 1841 This may certify that I have this day received full seizin and possession of the above discribed tract of land.

by John Pettingill Deputy Sheriff

Arthur Fletcher atty for said Bank

Received & Recorded March 11, 1842,

Examined Mitchel Gibmore jr Register

Know all men by these presents that I Benjamin Gale of Concord in the County of Merrimack & State of New Hampshire do remise release and forever quitclaim to the President Directors and Company of the Concord Bank all actions and causes of action, suits, bills, bonds, writings, obligations, debts, dues, duties, accounts, reckonings, sum & sums of money judgments, executions, extents, quarels, controversies, costs, charges and demands whatsoever in equity or otherwise which against them the said President Directors & Company of the Concord Bank I ever had, now have, or which I shall or may have, claim, challenge or demand for or by reason or means of the acquiring of the said Bank to the day of the date of these presents — my hand and seal this twenty sixth day of February A.D. 1845

Signed, sealed & delivered in presence of

Benja Gale Ess

Merrimack ss, March 31, 1845 —

Received & Recorded

Mitchel Gibmore jr, Recorder

Exn Concord Bank v. George Kent March Term 1842

145

LS

5629, 00
7, 01
5636 01
17

The State of New Hampshire

Merrimack ss,

To the Sheriff of any County in this State or his Deputy Greeting

Whereas The President Directors and Company of the Concord Bank an incorporated Company having their place of business in Concord in said County Creditors by the consideration of our Justices of our Court of Common Pleas, holden at Concord for and within our County of Merrimack aforesaid on the third Tuesday of September Anno Domini 1841, recovered judgment against George Kent of Concord in said County Esquire Debtor, for the sum of five thousand eight hundred & twenty nine Dollars debt or damages, and seven dollars one cents Cost of Suit, as to us appears of Record, whereof execution remains to be done; — — — — —

146 Exn Concord Bank v. George Kent March Term 1842

We command you, therefore, that of the Goods, Chattels or Lands of the said Kent Debtor within your precinct you cause to be paid and satisfied unto the said Bank Creditors at the value thereof in money, the aforesaid sums being ℔ 56 36,01 in the whole with 17 cents more for this writ, and that you satisfy yourself for your own fees, and for want of Goods, Chattels, or Lands of the said Kent Debtor to be by him shewn unto you or found within your precinct, to the acceptance of the said Bank Creditors to satisfy the sums aforesaid: We command you to take the body of the said Kent debtor and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol untill he pay the full sums above mentioned, with your fees; or that he be discharged by the said Bank the creditors or otherwise by order of Law— Hereof fail not, and make return of this writ, with your doings therein unto our said Court of Common Pleas, to be holden at Concord in our County of Merrimack aforesaid, upon the third Tuesday of March nept—

Witness, Joel Parker Esqr at Concord the 25th day of October anno Domini 1841,

S. C. Badger Clerk

Merrimack ss November 3, 1841. Then Stephen C. Badger Richard Bradley and Charles Hutchins personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named George Kent to satisfy the within execution

Before me John Pettingill Justice of the Peace

We the subscribers having carefully and attentively examined a certain tract or parcel of land situated in Concord in said ~~County~~ County shewn to us as the estate of the within named George Kent and bounded and described as follows, to wit, Beginning at the north west corner of said tract at a pitch pine tree adjoining lot number thirty one, thence south seventy eight degrees east on the northerly line of said lot seventy seven and one half rods to a stake and stones to lot number one hundred & three, thence south three degrees east on the easterly line of said tract two hundred & seventy two rods to Soucook river, thence southwesterly and northwesterly by said river about one hundred & twenty five rods to the westerly line of said tract, thence north on said westerly line two hundred & eighty eight rods to the place of beginning, containing one hundred ~~&~~ forty five acres, it is being lot number one hundred & two on the Dark Plains so called, formerly owned by Richard H Ayer Esqr & now owned in common with Simeon Carter Jeremiah Page Ephraim Hutchins Joseph Low & Stephen Brown — Do upon our oaths say that one undivided sixteenth part of said tract or parcel of land is of the value of one hundred & fifty dollars & fifty five cents and no more, and we have set off the above described tract of land by metes and bounds as aforesaid and have assigned one undivided sixteenth part of said tract or parcel of land to the within named creditor in part satisfaction of this Execution— November 3, 1841

S. C. Badger
Richd Bradley
Chs Hutchins

Merrimack ss, November 3, 1841. In pursuance of the directions of the President Directors & Company of the Concord Bank the Creditors within named I have extended the within execution upon one undivided sixteenth part of said tract or parcel of land above discribed in the manner following (viz) I caused three appraisers to be chosen that is to say Richard Bradley for the creditors within named and ~~Stephen C. Badger~~ Charles Hutchins by the debtor within named and Stephen C. Badger who was chosen by myself the said Richard Bradley, Charles Hutchins,

and Stephen C. Badger being all reputable freeholders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the within named debtor upon their oath said that one undivided sixteenth part of the above described tract of land shewn to them as the estate of the debtor aforesaid was of the value of one hundred & fifty dollars & fifty five cents and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution, and my fees, and I have delivered possession and seizin of the said tract of land to the said President Directors & Company of the Bank the Creditors within named, I therefore return this Execution satisfied as aforesaid in part, to wit, for the sum of one hundred & thirty six dollars & eighteen cents being the residue of the said sum of one hundred & fifty dollars & fifty five cents the value of said land after deducting my fees and for no more

Fees Service & travil	,25
Poundage	2,75
Appointing & notifying Appraisers	1,00
Auster fees	,51
Attendance with Apprs.	,63
Paid Appraisers	7,00
Recording Execution	1,25
Return & Certifying	,75
	$14,37

John Pettingill D. Sheriff

Merrimack ss, November 3, 1841, This may certify that I have this day received full seizen and possession of the above described tract of land by

John Pettingill Deputy Sheriff

Arthur Fletcher Atty. for P. Bank

Received & Recorded March 11, 1842

Examined Mitchel Gilmore Jr. Register

147

Creon William Little v. Trinity Chapter March T. 1842

The State of New-Hampshire

Merrimack, ss,

To the Sheriff of any County in this State, or his Deputy.

Greeting,

Whereas William Little of Hopkinton in said County, Esquire, Creditor, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, for and within our County of Merrimack aforesaid on the third Tuesday of September Anno Domini 1841 recovered judgement against Trinity Chapter in Hopkinton in said County a Corporation doing & transacting business by and under that name, Debtor for the sum of sixty one Dollars seventy four cents debt or damages and seven dollars thirty seven cents cost of suit, as to us appears of Record, whereof Execution remains to be done:

61,74
7,37
69,11
,17
69,28

We command you, therefore, that of the Goods, Chattels, or Lands of the said Trinity Chapter Debtor within your precinct, you cause to be paid and satisfied unto the said Little Creditor, at the value thereof in money, the aforesaid sums, being $69,11 in

the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees

Hereof fail not, and make return of this Writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid upon the third Tuesday of March next

Witness, Joel Parker, Esq. at Concord the ninth day of October anno Domini 1841

S. C. Badger — Clerk —

Merrimack, ss, Nov 1, 1841 Then Matthew Harvey Joseph Stanwood and Trueworthy Gilman personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn to them as the estate of the within named Trinity Chapter to satisfy the within Execution — Before me

Nath Curtis Justice of the Peace

We the subscribers haveing carefully and attentively examined a building called Masons Hall standing on a parcel of land in Hopkinton in the County of Merrimack bounded easterly by the highway southerly by land of Trueworthy Gilman and westerly and northerly by land of John a Ballard do upon our oaths say that all that part of the second story of said building easterly of the partition running northerly and southerly of the head of the stairs and at no time obstructing the stairs together with a right to pass and repass over said land in some convenient place to and from said building and up and down said stairs are of worth seventy seven dollars and seventy one cents and no more, and we have set off the same by metes and bounds as aforesaid in satisfaction of the within Execution

Matthew Harvey
Joseph Stanwood
Trueworthy Gilman } Appraisers

Merrimack, ss, Nov 1, 1841,

In pursuance of the directions of William Little the Creditor within named I have extended the within Execution upon the real estate of the above discribed in the manner following viz; I caused three appraisers to be chosen, that is to say Trueworthy Gilman by the Creditor within named; Matthew Harvey by Daniel Chase his Prudential officer of said Trinity Chapter and Joseph Stanwood who was chosen by myself the said Trueworthy Gilman Matthew Harvey and Joseph Stanwood being all reputable free holders and resicents in said County of Merrimack who being sworn before Nath Curtis one of the Justices of the Peace faithfully and impartially to appraise such Lands and tenements as should be shewn to them as the estate of the within named Trinity Chapter — upon their oathes said that the above described premises shewn to them as the estate of the aforesaid Trinity Chapter, was of the value of seventy seven dollars and seventy one cents and no more and the said appraisers setts off the same premises by metes and bounds as aforesaid at that sum in full satisfaction of this execution and my fees, and I have delivered possession seizin of the said premises to the said William Little the Creditor within named I therefore return this execution satisfied — Andrew Leach Dep Sheriff

November 1, 1841 — This may certify that I have this day recorded full seizin and possession of the above described premises by Andrew Leach Dep, Sheriff,

Wm Little

Received and Recorded March 15, 1842,

Examined Mitchel Gilmore Jr Register

Fees,	
Servis —	,23
Travil —	,5
Poundage —	1,65
Record —	1,25
Attendance & Return —	1,25
Notifying Appraisers —	,50
Justice fee —	,50
Appraisers —	3,00
	$ 8,43

Expon Horace Chase v. Trinity Chapter March S. 1842

The State of New-Hampshire.

Merrimack—ss,

To the Sheriff of any County in this State or his Deputy Greeting

Whereas Horace Chace of Hopkinton in said County Esquire, Creditor by the consideration of our Justices of our Court of Common Pleas, holden at Concord for and within our County of Merrimack aforesaid, on the third Tuesday of September Anno Domini, 1841, recovered judgment against Trinity Chapter in Hopkinton in said County a corporation doing and transacting business by and under that name, Debtor, for the sum of two hundred ninety two dollars seventy five cents debt or damages, and seven dollars thirty seven cents cost of suit, as to us appears of Record, whereof execution remains to be done:

292, 75
7, 37
300, 12
17
300.29

We command you therefore that of the goods, Chattels, or Lands of the said Trinity Chapter Debtor, within your precinct, you cause to be paid and satisfied unto the said Chase Creditor, at the value thereof in money the aforesaid sums, being $ 300, 12 in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees

Hereof fail not, and mak return of this writ with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, upon the third Tuesday of March next — Witness Joel Parker, Esq., at Concord, the ninth day of October anno Domini 1841,

S. C. Badger, Clerk,

Merrimack, ss, Nov 1, 1841 Then Matthew Harvey Joseph Stanwood and Trueworthy Gilman personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn to them as the estate of the within named Trinity Chapter to satisfy the within execution Before me

Nath'l Curtis Justice of the Peace

We the subscribers having carefully and attentively examined a tract of land in Hopkinton in the County of Merrimack and the buildings thereon shewn us as the estate of the within named Trinity Chapter and bounded as follows easterly by the highway southerly by land of Trueworthy Gilman and westerly and northerly by land of John O. Ballard containing about thirty square rods more or less all the lower story of the building on said land all the second story of said building westerly of the partition at the head of the stairs running northerly and southerly and all the garret in said building excepting a right to pass & repass and repass over the land in some convenient place and up the stairs for the use of the occupant or owner of the other part of the second story of said building, do upon our oaths say that the same tract of land and such parts of the building above described are worth three hundred twelve dollars and thirty two cents and no more, and we have set off the same by metes and bounds as aforesaid in satisfaction of the within execution

November 1, 1841

Matthew Harvey
Joseph Stanwood
Trueworthy Gilman
} Appraisers

November 1, 1841

In pursuance of the directions of Horace Chase the Creditor within named I have extended the within execution upon the real estate as above described in the manner following viz; I caused three appraisers to be chosen that is to say Trueworthy Gilman by the Creditor within named, Matthew Harvey

149

Continued

by Daniel Chase his Priv or principall officer of said Trinity Chapter and Joseph Stanwood who was chosen by myself the said Trueworthy Gilman Matthew Harvey and Joseph Stanwood being all reputable free holders and residents in said County of Merrimack who being sworn before Nath Bartis one of the Justices of the Peace faithfully and impartially to appraise such Lands and tenements as should be shewn to them as the estate of the within named Trinity Chapter upon their oathes said that the above described premises shewn to them as the estate of the aforesaid Trinity Chapter was of the value of three hundred twelve dollars & thirty two cents and no more, and the said appraisers sett off the same premises by metes and bounds as aforesaid at that sum in full satisfaction of this Execution and my fees and I have delivered possession seizin of the said premises to the said Horace Chase the creditor within named I therefore return this execution satisfied —

And[w] Leach Dep Sheriff

Fees

Levies	,23
Travil	,5
Poundage	5,25
Record	1,25
Attendance & Return	1,25
Notifying Appraisers	,60
Justice fee	,50
Appraisers	3,00
	$12,03

Nov[r] 1, 1841, This may certify that I have this day received full seizin and possession of the above described premises, by And[w] Leach Dep Sheriff

Horace Chase

Received and Recorded March 15. 1842,
Examined Mitchel Gilmore Jr Register

Exon Seth Eastman v. Jacob B. Moore March C. 1842

The State of New-Hampshire

Merrimack, ss.

(L.S.)

To the Sheriff of any County in this State or his Deputy Greeting

Whereas Seth Eastman of Concord in said County Gentleman, Creditor, by the consideration of our Justices of our Court of Common Pleas, holden at Concord for and within our county of Merrimack aforesaid, on the third Tuesday of September anno Domini, 1841, recovered judgment against Jacob B. Moore of the City of New-York, County of New-York, & State of New-York Gentleman, Debtor, for the sum of one hundred & sixteen dollars forty three cents debt or damages and six dollars eighty nine cents Cost of Suit, as to us appears of Record whereof Execution remains to be done:

116, 43
6, 89
123, 32
17

We command you, therefore, that of the Goods, Chattels, or Lands of the said Jacob, Debtor, within your precinct, you cause to be paid and satisfied unto the said Seth, Creditor, at the value thereof in money, the aforesaid sums being $123,32, in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said Jacob, Debtor, to be by him shewn unto you, or found within your precinct to the acceptance of the said Seth, Creditor, to satisfy the sums aforesaid; We command you to take the body of the said Jacob, Debtor, and him commit unto either of our Gaols within your precinct and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees; or that he be discharged by the said Seth the Creditor, or otherwise by order of Law

Hereof fail not, and make return of this writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, upon the third Tuesday of March next

Witness — Joel Parker, Esq. at Concord, the 12, day of October, Anno Domini, 1841

S. C. Badger — Clerk

Execution Seth Eastman V. Jacob B. Moore March S. 1842

Merrimack, ss, November 30, 1841. Then Moses Shute Amos Frye and Amos Bond personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named Jacob B. Moore to satisfy the within Execution —— Before me

John Pettingill Justice of the Peace

We the subscribers having carefully and attentively examined a certain tract or parcel of land situated in Concord in said County shewn to us as the estate of the within named Jacob B. Moore and bounded and described as follows, to wit, South by land of J. Coles fifteen rods east by land of the Mechanicks Bank twelve rods, north by said Banks land nine rods & west by the Hopkinton road leading to Concord fifteen rods, it being the same premises now occupied by B. Griffin, do upon our oaths say that the same tract of land is of the value of sixty six dollars and no more, and we have set off the above described tract of land by metes and bounds as aforesaid in part satisfaction of the within Execution

November 3, 1841.

Moses Shute
Amos Bond
Amos Frye

Merrimack, ss, November 3, 1841, In pursuance of the directions of Seth Eastman the Creditor within named I have extended the within Execution upon the tract of land above described in the manner following, viz, I caused three appraisers to be chosen that is to say Amos Bond by the Creditor within named Amos Frye who was chosen by myself and Moses Shute who was chosen also by me for the said Jacob B. Moore the Debtor within named the said Debtor not residing within the said County of Merrimack and not having notified me of any appraiser by him chosen on his part the said Amos Bond Amos Frye and Moses Shute being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn them as the estate of the within named debtor upon their oath said that the above described tract of land shewn to them as the estate of the aforesaid debtor was of the value of sixty six dollars and no more. And the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution, and my fees, and I have delivered possession and seizin of the said tract of land to the said Seth Eastman the Creditor within named I therefore return this Execution satisfied as aforesaid in part, to wit, for the sum of fifty nine dollars & eighty nine cents being the residue of the said sum of sixty six dollars the value of said land after deducting my fees and for no more

151

Fees	
Service & travel	,38
Boundage	1,57
Appointing & notifying Appr's	,50
Justice fees	,51
Attendance with Appr's	,63
Paid Appraisers	1,50
Recording Execution	1,00
Return & certifying	,50
	$6,69

John Pettingill
D Sheriff

Merrimack, ss, November 3, 1841, This may certify that I have this day received full seizin and possession of the above described tract of land by

John Pettingill D Sheriff
Seth Eastman

Received and Recorded March 15, 1842,

Examined Mitchel Gilmore Jr Register

152

George Brown

Exon. vs. William Follansby March T. 1842

The State of New-Hampshire

Merrimack — ss

To the Sheriff of any County in this State or his Deputy, Greeting,

363, 81
8, 29
372, 10
17
372,27
Fes 13,15
Atty 15,00
400,42

Whereas George Browne of Boston in the County of Suffolk & Commonwealth of Massachusetts, Merchant, Creditor, by the consideration of our Justices of our Court of Common Pleas, holden at Concord for and within our County of Merrimack aforesaid on the third Tuesday of September Anno Domini 1841, recovered judgment against William Follansby of Sanbornton in our County of Belknap Trader, Debtor for the sum of three hundred & sixty three dollars eighty one cents debt or damages and eight dollars twenty nine cents Cost of Suit, as to us appears of Record, whereof Execution remains to be done: We command you, therefore, that of the Goods, Chattels, or Lands of the said William, Debtor, within your precinct you cause to be paid and satisfied unto the said George, Creditor, at the value thereof in money the aforesaid sums being $372,10 in the whole with 17 cents more for this writ; and thereof to satisfy yourself for your own fees. — And for want of Goods, Chattels, or Lands of the said William Debtor to be by him shewn unto you, or found within your precinct, to the acceptance of the said George Creditor to satisfy the sums aforesaid: We command you to take the body of the said William, Debtor, and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees, or that he be discharged by the said George the Creditor or otherwise by order of Law

Hereof fail not, and make return of this Writ, with your doings therein unto our said Court of Common Pleas, to be holden at Concord in our County of Merrimack aforesaid, upon the third Tuesday of March next

Witness Joel Parker Esq. at Concord the 12th day of October Anno Domini, 1841,

S. C. Badger — Clerk

Merrimack, ss, Nov 11th 1841,

Then Jeremiah Tilton, Daniel Osgood, Elkanah F Bean personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named William Follansby to satisfy the within execution

Before me

Tho, B. White Jus Peace

We the subscribers having carefully and attentively examined a tract of land together with the buildings shewn to us as the estate of the within named William Follansby situated in Sutton and bounded as follows beginning at a post on the easterly side of the road leading to Bradford about fourteen feet southerly of the southwesterly corner of the shed and running northerly by the easterly side of said Bradford road about seven rods to low water mark at the Brook, thence easterly on said Brook at low water mark about three rods thence southerly on a parrellel line with the first mentioned line about eight rods to a stake and stones thence westerly on a straight line three rods to the first mentioned bound, Also one other tract of land with the dwelling house situated in Sutton being a part of lot No three in the second division of lots in said Sutton and bounded as follows East by the highway leading from the North Meeting House to Bradford and northwesterly by the road leading from Bradford to the Warner road meaning to embrace all the land and the dwelling house from the southerly side of the Store, Also a Coopers shop

Continued

on the easterly side of the road leading from said North Meeting house to Bradford, do upon our oaths say that the same tracts of land and buildings is of the value of Four hundred dollars and forty two cents and no more, and we have set off the same lands by metes and bounds as aforesaid in satisfaction of the within execution

November 11th 1841

Jeremiah Tilton
Daniel Osgood
Elkanah F. Bean

Merrimack, ss, Nov. 11th 1841 — In pursuance of the Directions of Horace L. Hazelton attorney to the creditor within named I have extended the within execution upon the tract of land above described in the manner following, viz, I caused three appraisers to be chosen that is to say Jeremiah Tilton by the Creditors Atty Daniel Osgood by myself & Elkanah F. Bean by the Debtor within named, the said Jeremiah Tilton Daniel Osgood & Elkanah F. Bean being all reputable freeholders and residents in said county of Merrimack; who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands & tenements as should be shewn to them as the estate of the within named debtor upon their oath said that the above described tract of land shewn to them as the estate of the aforesaid debtor was of the value of Four hundred dollars & forty two cents and no more — and the said Appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution & my fees and I have delivered possession and seizen of the said tract of land to the said Horace L. Hazelton the Creditors Atty; I therefore return this Execution fully satisfied as aforesaid

Saml Tilton Dept. Sheriff

Nov. 11 — 1841. This may certify that I have this day received full seizen and possession of the above described tract of land by Samuel Tilton Deputy Sheriff —

H. L. Hazelton Atty & Geo. Browne

Received and Recorded March 15, 1842,
Examined Mitchel Gilmore Jr. Register

153

Ergon. Thomas D. Dyer V. William Follansby March T. 1842

The State of New-Hampshire,

Merrimack, ss.

To the Sheriff of any county in this State or his Deputy "Greeting"

Whereas Thomas D. Dyer of Boston County of Suffolk Commonwealth of Massachusetts, Merchant, surviving partner of the late firm of Burleigh & Dyer, Creditor by the consideration of our Justices of our Court of Common Pleas, holden at Concord for and within our County of Merrimack aforesaid on the third Tuesday of September Anno Domini 1841, recovered judgment against William Follansby of Sanbornton in our County of Belknap, Gentleman — Debtor, for the sum of three hundred & seventy seven dollars twenty nine cents debt or damages, and nine dollars sixty six cents Cost of

377.29
9.66
366,95
,17
367,12

Exon Thomas D. Dyer V. William Follansby March T. 1842

suit, as to us appears of Record, whereof Execution remains to be done;
We command you, therefore that of the Goods, Chattels, or Lands of the said Follansby Debtor, within your precinct, you cause to be paid and satisfied unto the said Dyer, Creditor, at the value thereof in money the aforesaid sums being $386,15 in the whole with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees.— And for want of Goods, Chattels, or Lands of the said Follansby Debtor, to be by him shewn unto you, or found within your precinct, to the acceptance of the said Dyer Creditor, to satisfy the sums aforesaid: We command you to take the body of the said Follansby Debtor, and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees; or that he be discharged by the said Dyer the Creditor, or otherwise by order of Law.

Hereof fail not, and make return of this writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, upon the third Tuesday of March next.

Witness Joel Parker, Esq. at Concord the 9th day of October Anno Domini 1841

S. C. Badger Clerk.

Dec., 11, 1841, — Then Jeremiah Tilton, Daniel Osgood and Ehanah F. Bean personally appeared & made oath that they would faithfully & impartially appraise such lands and tenements, as should be shewn them as the estate of the within named William Follansby to satisfy the within Execution

Before me Geo. W. Nesmith Jus. Peace

We the subscribers, having carefully & attentively examined a tract of land shewn to us as the estate of the within named William Follansby situate in Sutton in our County of Merrimack, and bounded as follows viz, Commencing at a stake & stones at the north east corner of said tract; thence running Northerly on the Warner road, to a stake & stones at the intersection of said Warner road with the road leading to Bradford, thence running on said Bradford road to the southwest corner of the Store standing on said premises, at the backside of said Store, thence southeasterly on the backside of said Store, and between the House & Store to the other Bradford road, thence on said Bradford road to the bound begun at, meaning hereby to embrace the Store on said premises, and the land on the South & North sides of said Store, being a twentieth part of an acre be the same more or less, do upon our oaths say that the same tract of land is of the value of four hundred dollars & no more; and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution in full and in part for the discharge of the Offices fees thereon

Dec. 11, 1841.

Jeremiah Tilton
Daniel Osgood
Ehanah F. Bean

Merrimack, ss. Decr 11th 1841. — In pursuance of the directions of George W. Nesmith attorney for the within named creditor, I have extended the within Execution upon the tract of land above described in the manner following (viz) I caused three appraisers to be chosen that is to say Jeremiah Tilton by the Creditors attorney, Daniel Osgood by myself & Ehanah F. Bean by the Debtor within named — The said Jeremiah Tilton Daniel Osgood & Ehanah F. Bean being all reputable freeholders & residents in said County of Merrimack; who being sworn before a Justice of the Peace faithfully

Exon Thomas D. Dyer V. William Follansby March S. 1842

and impartially to appraise such Lands & tenements as should be shewn thereon the estate of the aforesaid Debtor, upon their oaths said that the above discribed tract of land shewn to them as the estate of the aforesaid Debtor, was of the value of four hundred dollars and no more — and the said appraisers set off the same land by meets & bounds as aforesaid at that sum in satisfaction of the within Execution & my fees & have delivered possession & seizin of the said tract of land to the said George W. Nesmith the Creditors Atty, I therefore return this Exon fully satisfied as aforesaid — Samuel Tilton Dept, Sheriff

Decm 11 - 1841 - This may certify that I have this day received full seizen & possesion of the above discribed tract of land by Samuel Tilton Deputy Sheriff

George W. Nesmith
Atty to T.D. Dyer

Received and Recorded March 15, 1842
Examined Mitchel Gilmore Jr. Registar

Exon Daniel Gilmore vs Rodney Houston Sept. Term 1842

The State of New Hampshire

Merrimack-ss.

To the Sheriff of any county in this State, or his Deputy Greeting, Whereas Daniel Gilmore of Bradford in said County, gentleman, Creditor by the Consideration of our justices of our Court of common Pleas Holden at Concord for and within our County of Merrimack aforesaid, on the third Tuesday of March Anno Domini 1842, recovered judgment against Rodney Houston late of the same Bradford, Cabinet Maker, Debtor for the Sum of one Hundred Dollars debt or damages and twenty Six Dollars Twenty Eight Cents, Cost of Suit, as to us appears of Record. Whereof Execution remains to be done —

100.00
26 28
126 28
17

We command you, therefore, that of the Goods, Chattels, or Lands of the said Houston, Debtor within your precinct, you cause to be paid and Satisfied unto the said Gilmore Creditor, at the value thereof in Money, the aforesaid Sums being $ 126.28 in the whole with 17 cents more for this Writ, and thereof to Satisfy yourself for your own fees. And for want of Goods Chattels, or Lands of the said Houston, Debtor, to be by him shewn unto you, or found within your precinct to the acceptance of the said Gilmore, Creditor to Satisfy the Sums aforesaid, We Command you to take the body of the said Houston Debtor and him Commit unto Either of our Gaols within your precinct, and detain in your Custody within our said Gaol, until he pay the full Sums above mentioned with your fees, or that he be discharged by the said Gilmore the Creditor or otherwise by order of Law.

Hereof fail not, and make return of this writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid,

155

Continued

Upon the third Tuesday of September next.
Wilmp. Joel Parker Esqr at Concord the 23d. day of March
Anno Domini 1842

J. C. Badger Clerk

Merrimack ss. April 9th 1842.
Then Hiram Davis B.P. Paige and Moses D. Wadley Personally
appeared and made Oath that they would faithfully
and impartially appraise such lands and tenements as
should be shown them as the Estate of the within named
Rodney Houston to satisfy the within execution before
me.

John Raymond Justice of the Peace

We the subscribers having carefully and attentively examined
a tract of land shewn to us as the Estate of the within
named Rodney Houston, and bounded as follows
Beginning five links South of the main or front part
of the dwelling house in Bradford in said County
owned by the said Houston, on the westerly side of
the small building or L ~~attached~~ attached to the main
building, and which contains a part of a Kitchen, a
Sink, and closet rooms, thence westerly on a parallel line
with the main building aforesaid, about one rod and
nineteen links, to land of Albert M Chase, to a stake
and stones, thence South about 22° west, on said Chase's
land, and land of Jason H. Ames about eleven rods to
land of Pierce Sweatt, at a stake and stones, thence
easterly on the line of said Sweatts land, about nine
rods to a stake and stones, thence north about 18° East
about eleven and a half rods on said Sweats land to the
highway leading from said Chases store to the Mill Village
(so called) to a stake and stones, thence westerly on the southerly
line of said highway, three and a half rods to a stake
and stones thence South 26° east two rods and seventeen
links to a stake and stones, thence north 60° west one
rod and twelve links to the South Edge of the casing on
the south side of the outward door, on the East End
of the Main house above mentioned, comprehending
all the Kitchen, Sink, and closet rooms above
mentioned which occupy all the small building or
L aforesaid and part of the main building to the bound
first mentioned, together with the Cellar and land
under said rooms, and all the building over
said rooms, and a privilige to said cellar and
Chamber as now occupied, the above land con-
-taining three fourths of an acre, more or less-
Together with the Shop and Barn standing
on said land lying and situate in Bradford
in said County of Merrimack - do upon our oaths
say that the same tract of land, with the above
described buildings thereon, is of the value of one hundred
and thirty five Dollars and Twenty four cents and

Continued

no more, and we have set off the Same by metes & bounds aforesaid, in Satisfaction of the within Execution, and the officers fees

April 9th 1842

Hiram Davis
Band P. Paige
Moses D. Wadley

Merrimack Ss. April 9th 1842

In pursuance of the directions of Daniel T Gilmore the creditor within named, I have extended the within execution upon the tract of land above described, in the manner following viz. I caused three appraisers to be chosen, that is to Say Hiram Davis by the creditor within named, Band P. Paige Chosen by Myself, and Moses D Wadley appointed by me in behalf of said debtor he being out of the State and in parts unknown, and not being to be found So that he might be notified. The said Davis, Paige, and Wadley, being all reputable Freeholders, and residents in Said County of Merrimack, who being Sworn before a Justice of the Peace faithfully and impartially to appraise Such lands and tenements as Should be Shewn to them as the Estate of the within named debtor, upon their oath, said that the above described tract of land, with the buildings as aforesaid, Shewn to them as the estate of the aforesaid debtor, was of the value of one hundred and thirty five Dollars and twenty four Cents, and no more, and the said appraisers set off the same land and buildings by metes and bounds as aforesaid, at that Sum in Satisfaction of this execution and my fees, and I have delivered possession and seizure of the said premises above described, to the said Gilmore the Creditor within named, & therefore return this execution fully Satisfied, as aforesaid

George Jones, Deputy Sheriff

Fees

Services and time attending upon Levy	1.23
Travel	.05
Poundage	2.51
Recording Execution	1.00
Paid Justice	.50
" Appraisers	3.00
" Surveyor	.50
	$8.79

Merrimack SS. April 9, 1842

This may certify that I have this day received full Seizin and possession of the within described tract of land by George Jones Deputy Sheriff

Daniel T. Gilmore

Received and Recorded April 25. 1842

Examined

Mitchel Gilmore Jr Register

157

158

Expon. Charles Smart v. Jacob B. Moore Sept. T. 1842

The State of New Hampshire,

Merrimack — Ss.

To the Sheriff of any County in this State, or his Deputy. Greeting.

(Ls.)

Whereas Charles Smart of Concord in said County, Gentleman, Creditor, by the consideration of our Justices of our court of Common Pleas, holden at Concord, for and within our County of Merrimack aforesaid on the third Tuesday of March Anno Domini 1842, recovered Judgment against Jacob B. Moore of the City of Washington in the district of Columbia Gentleman, Debtor.

130. 53 / 14. 28 / 144 " 81 / 17

For the sum of one hundred and thirty dollars fifty three cents debt or damages, and fourteen dollars twenty eight cents cost of suit as to us appears of record, whereof Execution remains to be done,

We command you, therefore, that of the Goods, Chattels, or Lands of the said Jacob, Debtor, within your precinct, you cause to be paid and Satisfied unto the said Charles, Creditor at the value thereof in money, the aforesaid sums, being $144. 81. in the whole, with 17 cents more for this Writ; and thereof to satisfy yourself for your own fees. And for want of Goods, chattels, or Lands of the said Jacob, Debtor, to be by him shewn unto you, or found within your precinct, to the acceptance of the said Charles, creditor, to satisfy the sums aforesaid; We command you to take the body of the said Jacob Debtor, and him commit unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Charles the creditor; or otherwise by order of Law,

Hereof fail not, and make ~~due~~ return of this Writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, upon the third Tuesday of September next.

Witness — Joel Parker, Esqr. at Concord the 28, day of March Anno Domini 1842.

S. C. Badger Clerk.

Merrimack Ss. April 19, 1842 Then Sam'l. C. Jackson John Whipple and Charles Hutchins personally appeared and made Oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Jacob B. Moore to satisfy the within Execution

Before me. John Pettingill, Justice of the Peace.

We the subscribers having carefully and attentively examined a certain tract or parcel of land with the buildings thereon, Situated in Concord in said County Shewn to us as the Estate of the with — named Jacob B. Moore

Expon Charles Smart v. Jacob B. Moore Sept. T. 1842

and bounded and described as follows, to wit, South by land of John Corliss fifteen rods east by land of the President Directors + Company of the Mechanicks Bank twelve rods north by said Banks land nine rods and west by the Hopkinton road leading to Concord fifteen rods, it being the same premises now occupied by Benja Griffin, do upon our oaths say, that the same tract of land is of the value of sixty six dollars, and no more, and we have sett off the same land by metes and bounds as aforesaid, in satisfaction of the within Execution -

April 19, 1842 -

Charles Hutchins
Jno. Whipple
Samel Coffin

Merrimack ss. April 19, 1842 In pursuance of the directions of Charles Smart the Creditor within named I have extended the within Execution upon the tract of land above described in the manner following viz I caused three appraisers to be chosen that is to say Samuel Coffin by the creditor within named, Charles Hutchins by the debtor within named and John Whipple who was chosen by myself, the said Samuel Coffin, Charles Hutchins and John Whipple being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such land and tenements as should be shewn to them as the estate of the within named debtor upon their oaths said that the above described tract of land shewn to them as the estate of the aforesaid debtor was of the value of sixty six dollars and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees and I have delivered possession and seizen of the said tract of land to said Charles Smart the Creditor within named, & I therefore return this Execution satisfied as aforesaid in part to wit for the sum of fifty Eight dollars & Eleven Cents being the residue of the said sum of sixty six dollars the value of said land after deducting my fees and for no more.

Trav. Service + Recd	38
Poundage	1.57
Appts + Notifying Appraisers	1,00
Justice Fees	,37
Attendance with appraisers	,83
Paid Appraisers	3,00
Recording Execution	1,00
Return + Certifying	50 $7.89

John Pettingill D. Sheriff

April 19, 1842. This may certify that I have this day received full seizen and possession of the above described tract of land by John Pettingill Deputy Sheriff

Charles Smart.

Received and Recorded September 19, 1842
Examined

Mitchel Gilmore Jr. Register.

159

160

Exon. Albert Holt. vs. Benjamin White Sept. Term 1842

State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State or his Deputy, Greeting.

(L.S.)

Whereas, Albert Holt of Pembroke in said County Yeoman, Creditor by the consideration of our Justices of our Court of Common Pleas, holden at Concord, for and within our County of Merrimack aforesaid on the third Tuesday of March Anno Domini, 1842 recovered Judgment against Benjamin White of said Pembroke, Yeoman, for the sum of two hundred & twenty three dollars ninety five cents. debt or damages and seven dollars four cents cost of suit, as to us appears of Record, whereof Execution remains to be done;

Debtor,
223. 95
7. 04
230. 99
17
231. 16
16. 84
248. 00.

We command you therefore that of the Goods, Chattels, or Lands of the said Benjamin Debtor, within your precinct, you cause to be paid and satisfied unto the said Albert, Creditor, at the — value thereof in money the aforesaid sums being $230. 99 in the whole with 17 cents more for this Writ; and thereof to satisfy your self for your own fees. And for want of Goods, Chattels or Lands of the said Benjamin Debtor, to be by him shewn unto you or found within your precinct to the acceptance of the said — Albert, Creditor, to satisfy the sums aforesaid; We command you to take the body of the said Benjamin Debtor, and him commit, unto either of our Gaols within your precinct, and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees; or that he be discharged by the said Albert the creditor or otherwise by order of Law,

Hereof fail not, and make return of this writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid upon the third Tuesday of September next,

Witness — Joel Parker Esq, at Concord. the 28, day of March Anno Domini, 1842.

S. C. Badger, Clerk,

Merrimack ss. April 9. 1842. Then John Whipple & James Wilson and Aaron Whittemore personally appeared and made oath that they would faithfully and impartially appraise such Lands and Tenements as should be shewn them as the Estate of the within named Benjamin White to satisfy the within Execution —

Before me — John Pettengill. Justice of the Peace.

We the Subscribers having carefully and attentively examined a tract of land shewn to us as the estate of the within named Benjamin White and bounded as follows, a certain tract of land lying and situated in Pembroke in the County of Merrimack, Beginning on the Easterly side of the third range road in said Pembroke at the northwesterly corner of Richard Eakemans land, thence north sixty one degrees East one hundred and fifty one rods and thirteen links by said Eakemans land to Stake and Stones, thence north thirty six degrees west forty two rods and eighteen links thence south forty seven degrees west fifty seven rods nineteen links to Stake and Stones, thence South fifty seven degrees west thirty five rods sixteen links to end of Stone wall or town, thence South

Expon. Albert Holt. vs. Benjamin White Sept. Term 1842.

fifty two degrees west forty two rods and five links to Stake and Stones, thence south twenty degrees East Eleven rods and nine links to Stake and Stones, thence south sixty degrees west ten rods to Stake and Stones by said range road, thence South twenty five degrees East ten rods by said road to the bound first mentioned containing twenty seven acres, do upon our oathes say, that the same tract of land is of the value of two hundred and forty Eight dollars and no more. and we have set off the same land by metes and bounds as aforesaid in Satisfaction of the within Execution.

Jno. Whipple
April 9. 1842. James Wilson

Merrimack Ss. April 9. 1842 In pursuance of the directions of Albert Holt the Creditor within named, I have extended the within Execution upon the tract of land above described in the manner following, viz I caused three Appraisers to be chosen that is to say, James Wilson by the Creditor within named, Aaron Whittemore by the debtor within named and John Whipple who was chosen by myself the said James Wilson, Aaron Whittemore & John Whipple being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the Peace, faithfully and impartially to appraise such land & tenements as should be shewn ~~to~~ them as the Estate of the within named debtor upon their oath, two of whom viz. John Whipple & James Wilson said the above tract of land was of the value of two hundred and forty eight dollars and no more. the said Aaron Whittemore refusing to sign & certify with the other appraisers he differing in Opinion as to the value of the same And the said John Whipple & James Wilson appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees, And I have delivered possession and seizen of the said tract of land to the said Albert Holt the creditor within named I therefore return this Execution fully satisfied as aforesaid,

Fees —	Service and travel	,60
	Poundage	3,53
	Advg & Notifg. Appr!	1,00
	Paid Justice fees	,50
	Attendance with Appr.	,83
	Paid Appr!.	6,00
	Recording Execution	1,25
	Return & Certifying	,75
	Expenses	2,36

$16,81

John Pettingill Deputy Sheriff.

April 9. 1842. This may certify that I have this day received full seizen and possession of the above described tract of land by John Pettingill Deputy Sheriff. — Albert Holt.
By Pierce & Fowler Attys

Received and Recorded Sept. 20. 1842
Examined —
Mitchel Gilmore Jr. Register.

161

Exon. Jane Gale vs. John Gibson & al. Feby. T. Hills. Co 1842

The State of New Hampshire.

Hillsborough, ss.

L.S.

To the Sheriff of any County in this State, or his Deputy, Greeting.

Whereas, Jane Gale of Greenfield in said County Spinster Executrix of the Last Will and Testament of Matthew Varnum late of said Greenfield, deceased, by the consideration of our Justices of our Court of Common Pleas, holden at Amherst, for and within our County of Hillsborough on the third Tuesday of August Anno Domini 1841, recovered Judgment against John Gibson of Francestown in said County Esquire, and Elisha Morrill of Concord in our County of Merrimack, Gentleman,

115.71
12.44
128.15
51

For the sum of One hundred and fifteen Dollars seventy one cents Debts or damages and twelve dollars forty four cents cost of suit, as to us appears of Record, whereof Execution remains to be done:

We command you, therefore, that of Goods, Chattels or Lands of the said Gibson & Morrill within your precinct, you cause to be paid and satisfied unto the said Gale, at the value thereof in money, the aforesaid sums being one hundred and twenty eight Dollars fifteen cents in the whole with 51 cents more for this & two former Writs; and thereof also to satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said Gibson & Morrill to be by them shewn unto you, or found within your precinct to the acceptance of the said Gale to satisfy the sums aforesaid We command you to take the bodies of the said Gibson & Morrill and them commit unto our Gaol within your precinct, and detain in your custody within our said Gaol, until they pay the full sums above mentioned, with your fees, or that they be discharged by the said Gale the Creditor, or otherwise by order of Law. Hereof fail not and make return of this Writ, with your doings thereon unto our said Court of Common Pleas, to be holden at Amherst, in our County of Hillsborough, aforesaid, on the first Tuesday of February next.

Witness Joel Parker Esq, at Amherst the 1st day of September Anno Domini 1842.

P. Dodge, Clerk.

Merrimack ss. December 26. 1842, Then Isaac F. Williams John Whipple and Charles Hutchins personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Elisha Morrill to satisfy the within Execution.

Before me. John Pettengill, Justice of the Peace.

We the Subscribers, having carefully and attentively examined a tract of land situate in Concord in the County of Merrimack shown to us as the Estate of the within named Elisha Morrill are bounded as follows, to wit, Beginning at the

Exon. Jane Gale vs. John Gibson & al Feby. T. Hillsb. Co 1842

Northwest corner of Nath.l Abbots land at Stake & Stones by land of the Insane Hospital, thence running easterly by said Abbotts land eight rods. to Spring Street to Stake & Stones thence Northerly by Spring Street fifteen rods to Stake and Stones, thence Westerly on a parallel line with the first-named line eight rods to land of the Insane Hospital to Stake and Stones &, thence Southerly by land of the Insane Hospital fifteen rods to the first named bound do upon our oaths say, that the same tract of land is of the value of One hundred thirty eight dollars fifty six cents, and no more. and We have set off the same land by metes and bounds as aforesaid in Satisfaction of the within Execution

January 31. 1843.

Jno. Whipple
Isaac F. Williams
Chs. Hutchins,

Merrimack Ss, December 26. 1842. In pursuance of the directions of S.P. Steele Atty. for Jane Gale the Creditor within named I have Extended the within Execution upon the tract of land above described in the manner following, viz. I caused three appraisers to be chosen that is to say Isaac F. Williams by S.P. Steele atty. for the creditor within named John Whipple by Elisha Morrill the debtor within named and Charles Hutchins who I was chosen by myself - the said Isaac F. Williams. John Whipple and Charles Hutchins being all reputable free holders and residents in said County of Merrimack who being sworne before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within - named debtor upon their oath said that the above described tract of land shewn to them as the Estate of the aforesaid debtor was of the value of one hundred thirty eight dollars & fifty six cents and no more And the said appraisers set off the same land by metes and bounds as aforesaid, at that sum in satisfaction of this Execution and my fees; And I have delivered possession and seizen of the said tract of land to the said Jane Gale the creditor within named, I therefore return this Execution fully satisfied as aforesaid -

Fees -	Service & travel	.28
	Boundays	2.53
	Appointing & Notify. Appr.	1.00
	Paid Appraisers	3.00
	Attendance with Appr.s	.83
	Paid Justice fees	.51
	Return & Certifying	.75
	Recording Execution	1.00
		$9.90

John Pettingill, D. Sheriff.

Merrimack Ss. December 26. 1842 This may certify that I have this day received full seizen and possession of the above described tract of land by John Pettingill Deputy Sheriff -

Jane Gale's Executrix.
By her Attorny. Stephen P. Steele.

163

Received and Recorded. February 7th 1843 -
Examined -

Mitchel Gilmore Jr. Register.

The State of New Hampshire.

Merrimack ss.

To the Sheriff of any County in this State or his Deputy, Greeting.

Whereas, Weare Sappan of Bradford in said County Attorney at Law, Creditor, by the consideration of our Justices of our Court of Common Pleas holden at Concord for and within our County of Merrimack, aforesaid, on the third Tuesday of September Anno Domini, 1842, recovered judgment against Rodney Houston late of Bradford in said County Gentleman Debtor, for the sum of Eighteen dollars ninety eight cents debt or damages, and Seventeen dollars, ninety seven cents Cost of suit, as to as appears of Record, whereof Execution remains to be done:

18.98
17.97
36.95
.17

We command you therefore, That of the Goods, Chattels, or Lands of the said Houston, Debtor, within your precinct, you cause to be paid and satisfied unto the said Sappan, Creditor, at the value thereof in money, the aforesaid sums, being, $36.95 in the whole, with 17 cents more for this Writ, and thereof to satisfy yourself for your own fees. And for want of Goods, Chattels, or Lands of the said Houston, Debtor, to be by him shewn unto you or found within your precinct, to the acceptance of the said Sappan, Creditor, to satisfy the sums aforesaid: We command you to take the body of the said Houston, Debtor, and him commit unto either of our Gaols within your precinct and detain in your Custody within our said Gaol until he pay the full sums above mentioned with your fees, or that he be discharged by the said Sappan the creditor, or otherwise by order of Law.

Fees on Execution	
Travel ——	.05
Poundage	.93
Time with Committee	1.00
Committee Dag	3.50
Adm.r of Oaths	.50
Recording	1.00
	$6.98
	37.12
	$44.10

Hereof fail not, and make return of this Writ, with your doings thereon, unto our said Court of Common Pleas to be holden at Concord, in our County of Merrimack aforesaid, upon the third Tuesday of March next.

Witness Joel Parker, Esq. at Concord the 3rd day of October Anno Domini, 1842.

S. C. Badger Clerk.

Merrimack ss. October 27. 1842. Then Ferram Davis Bard P. Paige, and Moses D. Wadley, personally appeared, and made oath - that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named Rodney Houston - to satisfy the within Execution -

Before me - John Raymond Justice of the Peace,

Merrimack ss. October 27. 1842. We the subscribers having carefully and attentively examined a tract of land and Buildings, with appurtenances - lying and situate in Bradford in said County, shewn to us as the estate of the within named Rodney Houston, and bounded as follows beginning at a stake and stone, at the Northwesterly corner of land set off to Daniel T. Gilmore, on the Easterly line of Albert M. Chase's land, thence running

Exn Wears Sappan vs. Rodney Houston Mar. Sess 1843

north 23° East by said Chases land three rods and eight links to a Stake and Stones by the past road leading from Bradford corner to the Mill Village - thence easterly by said road or highway two rods and five links to a Stake and Stones thence South about 28° west one rod and fourteen links to the dwelling house and opposite the East side of the front Entry thence on the East side of said Entry to the Chimney in the front part of the house - thence by the north side of said Chimney westerly to the centre thereof, thence Southerly through the centre of said Chimney to the Closet on the southerly side of said Chimney - thence westerly and Southerly around said Closet to the Bed room set off to Daniel T. Gilmore - thence westerly to the north westerly corner of said Bed room - thence Southerly by the westerly side of said Bed room to the out side of the front house - thence Easterly by the front house to the Ls. building - thence Southerly on the west side of said Ls. building five links to a mark on the same - thence westerly on a parallel line with the main or front building one rod and nineteen links to the bound begun at - comprehending including the land under that part of the front building set off as above described; about seven square rods of land and the west front room and the west bed room with the appurtenances - together with the Chamber and all the building over said rooms - the north third part of the cellar under the house and a previlege to said Chamber and Cellar. and to the well of water belonging to said premises as now occupied - said land and building lying and situate in Bradford in the County of Merrimack - do upon our oaths say that the same tract of land and building with the appurtenances are of the value of forty four dollars and ten cents and no more - and We have set off the same land and building by Metes and bounds as aforesaid in satisfaction of this Execution and Officers fees thereon -

Hiram Davis
Bard P. Paige
Moses D. Wadley

October 27, 1842 -

Merrimack ss. October 27, 1842.

In pursuance of the directions of Mears Sappan, the creditor within named, I have extended the within Execution upon the tract of land and building above described in the manner following - to wit, I caused three appraisers to be chosen. that is to say, Hiram Davis by the creditor within named - Bard P. Paige chosen by myself - and also Moses D. Wadley appointed by me in behalf of the debtor within named - he being out of the State, and in parts unknown and not being to be found so that he might be notified the said Hiram Davis, Bard P. Paige, and Moses D. Wadley being all reputable freeholders and residents in said County of Merrimack - who being sworne before a

165

Continued

Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shown to them as the Estate of the within named debtor upon their oaths said that the above described tract of land and building with the appurtenances, shown to them as the Estate of the aforesaid debtor were of the value of forty four dollars and ten cents and no more - And the said appraisers set off the said land and building by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees: and I have delivered possession and seisen of the said tract of land and building to the said Weare Sappan the Creditor within named. I therefore return this Execution fully satisfied as aforesaid -

George Jones. Deputy Sheriff.

October 27. 1842 This may certify that I have this day received seisen and possession of the above described tract of land and building by George Jones Deputy Sheriff.

Weare Sappan.

Received and Recorded February 16, 1843.

Examined

Mitchel Gilmore Jr., Register

Exon John Eaton of Sutton vs Caleb Kimball of Bradford May Exon 1843

The State of New Hampshire

Merrimack, ss.

To the Sheriff of any County in this State or his Deputy ——— Greeting.

Whereas John Eaton of Sutton in said County — Yeoman — Creditor, by the Consideration of our Justices of our Court of Common Pleas holden at Concord for and within our County of Merrimack aforesaid on the third Tuesday of September Anno Domini 1842 recovered judgment against Caleb Kimball of Bradford in said County Yeoman, otherwise Caleb Kimball of Warner in said County, Yeoman Debtor for the sum of thirty six dollars fifty one cents debt or damages and eight dollars thirty four cents costs of suit as to us appears of record whereof Execution remains to be done:

36.51
8.34
44.85
17

We command you therefore that of the Goods Chattels or Lands of the said Caleb Debtor within your precinct you cause to be paid and satisfied unto the said John Creditor at the value thereof in money the aforesaid sums being $44,85 in the whole with 17 cents more for this writ: and thereof to satisfy yourself for your own fees. And for want of Goods Chattels or Lands of the said Caleb Debtor to be by him shewn unto you or found within your precinct to the acceptance of the said John Creditor to satisfy the sums aforesaid: We command you to take the body of the said Caleb Debtor and him commit unto either of our Gaols within your precinct and detain in your custody within our said Gaol until he pay the full sums above mentioned with your fees: or that he be discharged by the said John the Creditor or otherwise by order of ~~the~~ Law.

Hereof fail not and make return of this writ with your doings therein unto our said Court of Common Pleas to be holden at Concord in our County of Merrimack aforesaid upon the third Tuesday of March next.

Witness — Joel Parker Esq at Concord the 3d day of October Anno Domini 1842

S. C. Badger Clerk

Merrimack ss. November 14. 1842

Then Henry H Harriman, Joshua George and Zachea Davis personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within

167

Continued

named Caleb Kimball to satisfy the within execution.

Before me Franklin Simonds Just of Peace

We the Subscribers having carefully and attentively examined a tract of land Shewn to us as the estate of the within named Caleb Kimball and bounded as follows. Beginning at a Stake and Stones on the northerly side of the highway leading from Warner to Salisbury a few feet easterly of the dwelling house occupied by Widow Esther Stevens and Eudocia Evans (in the town of Warner) North from, thence running by land occupied by said Esther & Eudocia Evans thirty five degrees and thirty minutes west three rods and nine feet to a Stake and Stones thence north fifty four degrees and thirty minutes East four rods and three quarters to a Stake and Stones. thence a parallel course with the first described line three rods and nine feet to a Stake and Stones, thence by the highway South fifty four degrees and thirty minutes west four rods and three fourths of a rod to the bound first mentioned And we do upon our oath say that the same tract of land is of the value of eight dollars and Sixty Seven cents and no more and we have Set off the same land by Metes and bounds as aforesaid in Satisfaction of the within execution

Henry H Harriman
Zacheus Davis
Joshua George

Warner Nov 14. 1842.

Merrimack. ss. November 14. 1842.

In pursuance of the directions of John Eaton the Creditor within named I have extended the within Execution upon the tract of land above described in the manner following viz — I caused three Appraisers to be Chosen that is to Say Joshua George ~~by~~ the Creditor within named and Henry H Harriman by the debtor within named and Zacheus Davis who was chosen by myself. The said Joshua George H. H. Harriman and Zacheus Davis being all reputable freeholders and residents in said County of Merrimack who being Sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shown them as the estate of the within named debtor upon their oath said that the above described tract of land shewn to them as the Estate of the aforesaid debtor was of the value of eight dollars and Sixty Seven cents and no more and the

Continued

said appraisers set off the said land by metes and bounds as aforesaid at that sum in part satisfaction of this execution and my fees and I have delivered possession and seizen of the said tract of land to the said John Eaton the creditor within named I therefore return this Execution Satisfyed as aforesaid in part; to wit; for the sum of ten dollars and twenty eight cents being the residue of said sum of eight dollars and sixty seven cents the value of said land and said personal property after deducting my fees and for no more.

Fees—
notifying appraisers & Debtor — .50
attending with appraisers — .84
administering oaths - do — .17
paid appraisers — 1.13
paid for recording 1.50
making return — .75
4.89

F. Simonds D Sheriff

Merrimack. ss. October. 29. 1842.

As within commanded I this day sold at public auction to satisfy this execution the following property having Kept the same four days and advertised said property for sale by posting up advertisements forty eight hours before said time of Sale at the Store of H. D. Robertson and at the Store of R. Thompson two of the most public places in said Town Viz. 1. yearling heifer to J Eaton for $6.35
" 1 single sleigh to J. Eaton for .75
" 1 gig to John Eaton for 2.50
my fees amounting to three dollars and ten cents to be deducted out $9.60 / 3.10 / $6.50

Fees—
Travel and service .43
Advertising — .34
Selling property .95
Boundage .24
Paid J Eaton for Roping heifer and moving property to place of Sale 1.34
3.10

F Simonds D Sheriff

March 20 1842 Read this bill of Costs and this Execution of F Simonds. D. S. in full
H. B. Chase

November 14. 1842. This may certify that I have received full seizure and possession of the above described tract of land by Franklin Simonds D Sheriff —
John Eaton ———

Received and Recorded March 24. 1843.
Examined Mitchell Gilmore Regr

169

170

Execon George B Jones & Als vs William M Virgin March Term 1843.

18

The State of New Hampshire

Merrimack ss.

To the Sheriff of any County in this State or his Deputy Greeting.

We Whereas John I Low Francis Low and George B Jones all of Boston in the County of Suffolk and the Commonwealth of Massachusetts Traders and formerly partners in trade together with one Samuel I Ball since deceased under the firm of Jones Low & Ball Creditors by the consideration of our Justices of our Court of Common Pleas holden at Concord for and within our County of Merrimack aforesaid on the third Tuesday of March Anno Domini 1840. recovered Judgment against William M Virgin of Concord in said County Watchmaker Debtor for the sum of one thousand and twenty one dollars

1021.32
12.68
1034.00
.51

thirty two cents debt or damages and twelve dollars sixty eight cents Cost of Suit as to us appears of Record whereof Execution remains to be done.

We command you therefore ~~that of~~ that of the Goods chattels or Lands of the said Debtor within your precinct you cause to be paid and satisfied unto the said Creditors at the value thereof in money the aforesaid sums being $1034.00 in the whole with 51 cents more for this and former writs: and thereof to satisfy yourself for your own fees: and for want of Goods chattels and Lands of the said Debtor to be by him shewn unto you or found within your precinct to the acceptance of the said Creditors to satisfy the sums aforesaid We command you to take the body of the said Debtor and him commit unto either of our Gaols within your precinct and detain in your Custody within our said Gaol until he pay the full sums above mentioned with your fees: or that he be discharged by the said Plaintiffs the Creditors or otherwise by order of Law.

Hereof fail not and make return of this Writ with your doings therein unto our said Court of Common Pleas to be holden at Concord in our County of Merrimack aforesaid upon the third Tuesday of March next.

Witness – Joel Parker Esq at Concord the 3d day of November Anno Domini 1842

S. C. Badger Clerk

Continued

Merrimack ss. November 3. 1842. Then Stephen C Badger Heall Burgin and Isaac F Williams personally appeard and made oath that they would faithfully and impartially appraise such lands and tenements as Should be Shewn them as the Estate of the within Named William M Virgin to Satisfy the within Execution

Before me John Pettengill Justice of the Peace

"We the Subscribers having carefully and attentively examined a tract of land Shewn to us as the estate of the within named William M Virgin Situated in Concord in Said County and bounded as follows to wit — beginning on the Westerly Side of Main Street adjoining land of Col Chase Hill thence South 84° West by Said Hills land Six rods to a Stake - thence Southerly a line paralel with the Westerly line of Said Street one rod and ten links to a Stake thence north about 86° East Six rods to Said Main Street to a Stake thence Northerly by Said Main Street one rod and twenty one links to the bound begun at — do upon our oaths say that the Same tract of land is of the value of one thousand and Seventeen dollars & fifty four cents & no more and we have Set off the Same land by mites and bounds as afore Said in Satisfaction of the within Execution.

November. 3. 1842. Stephen C. Badger
Heall Burgin } appraisers
Isaac F Williams

Merrimack ss. November. 3. 1842. In pursuance of the direction of Ira Perley Atty for the Creditors within named I have extended the within execution upon the tract of land above describe in the manner following, viz — I caused three Appraisers to be Chosen that is to say Steven. C. Badger by Said Perley for the Creditors within named Hale Burgin by the Debtor within named and Isaac F. Williams who was Chosen by Myself being all reputable free holders and residents in said County of Merrimack who being Sworn before a Justice of the Peace faithfully and impartially to appraise Such lands and tenements as Should be Shewn them as the Estate of the within named Debtor upon their oath Said that the above described tract of land Shewn to them as the Estate of the aforesaid Debtor was of the value of one thousand seventeen dollars & fifty four cents and

171

Continued.

no more and the said appraisers set of the said land by metes and bounds as aforesaid at that time in Satisfaction of this Execution and my fees and I have delivered possession and seizure of said tract of land to the said Perky Atty for the Creditors within named I therefore return this Execution satisfied as aforesaid in hand to wit for the sum of one thousand dollars being the residue being the ~~said~~ sum of one thousand seventeen dollars and fifty four cents the value of said land after deducting my fees and for no more.

Fees Service & Travel	.25
Poundage	7.92
Attendance with appraisers	.83
Paid Appraisers	5.00
Paid Justice Fees	.51
Appointing & Notifying appraisers	1.00
Returns & Certifying	1.00
Recording Execution	1.00
	$17.54

John Pettingill D Sheriff

Received Nov. 8. 1842.

This may certify that I have this day received full Livery & possession of the above described tract of land by John Pettingill D Sheriff

Ira Perky Attorney

Recvd & Recorded March 16. 1843

Examined Mitchel Gilmore J Keys

Exon Stephen George vs Ebenezer Simons Mar Term 1842

68.93
9.59
76.52
17

SS

The State of New Hampshire
Merrimack ss.

To the Sheriff of any county in this State or his deputy Greeting

Whereas Stephen George of Warner in said County Yeoman Creditor by the consideration of our Justices of our court of common Pleas holden at Concord for and within our County of Merrimack aforesaid on the third Tuesday of September, ~~1841~~, Anno Domini 1841 recovered Judgment against Ebenezer Simons of Warner in said County Yeoman Debtor for the sum of Sixty eight dollars ninety three cents debt or damages and seven dollars fifty nine cents Cost of suits as to us appears of Record whereof Execution remains to be done

We command you therefore that of the Goods Chattels or Lands of the said Ebenezer Debtor within your precinct you cause to be paid and satisfied unto the said Stephen Creditor at the value thereof in money the aforesaid sums being $76.52 in the whole with 17 cents more for this Writ and thereof to satisfy your self for your own fees. And for want of Goods Chattels or Lands of the said Ebenezer Debtor to be by him shewn unto ~~you~~ or found within your precinct to the acceptance of the said Stephen Creditor to satisfy the sums aforesaid: We command you to take the body of the said Ebenezer Debtor and him commit unto either of our Goals within your precinct and detain in your Custody within our said Gaol until he pay the full sums above mentioned with your fees; or that he be discharged by the said Stephen the Creditor or otherwise by order of Law.

Hereof fail not and make return of this Writ with your doings thereon unto our said Court of Common Pleas to be holden at Concord in our County of Merrimack aforesaid upon the the third Tuesday of March next

Witness Joel Parker Esq at Concord the 3d day of October Anno Domini 1842

J. C Badger Clerk

173

Continued

Merrimack. ss. October 26. 1842. Then John Adams Henry H Harriman and George A Pillsbury personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements that should be Shewn them as the estate of the within named Ebenezer Simons to satisfy the within Execution

Before me Franklin Simonds Justice of the Peace

We the Subscribers having carefully and attentively examined a tract of land Shewn to us as the estate of the within named Ebenezer Simonds situated in the town of Warner & bounded as follows. Beginning at the Southe East Corner bound of Lot No. 17 an eighty in the first range of lots from Bradford line the Same bound being the north east Corner of land occupied by Stephen C Pierce (from thence runfning by land occupied by the said Stephen C Pierce) South Eighty five deg west twenty rods to a Stake and Stones thence on land of the said Ebenezer Simonds north 16 & 15' west fifty eight rods to a small beech tree marked thence north eighty five degrees East twenty rods to a Stake and Stones on the west Side of the rangeway between lots: thence Southerly by said range way fifty eight rods to the bound first mentioned containing Seven acres and a quarter of an acre: and we do upon our oaths say that the same tract of land is of the value of thirty two dollars & Sixty one cents and no more and we have set off the same land by metes and bounds as aforesaid in Satisfaction of the within execution.

Warner October 26. 1842.

John Adams
Henry H Harriman
G. A Pillsbury

Merrimack. ss. October 26. 1842. In pursuance of the directions of Stephen George the creditor within named I have extended the within execution upon the tract of Land above described in the manner following. Viz. I caused three appraisers to be chosen that is to Say Geo A Pillsbury by the creditor within named John Adams who was Chosen by myself and H H Harriman who was also Chosen by me for the said Ebenezer Simonds the debtor within named the said debtor having been duly notified and requested by me to choose an appraiser and having refused & neglected so to do the said Geo A Pillsbury John Adams and H H Harriman being all reputable freeholders and Residents in said County of Merrimack who being Sworn before a Justice of the peace faithfully

Continued

and impartially to appraise such lands and tenements as should be shewn them as the estate of the within named debtor upon their oath said that the above described tract of land shewn to them as the estate of the aforesaid debtor was of the value of thirty two dollars and sixty one cents and no more. And the said appraisers set off the same land by metes and bounds as aforesaid at that time in satisfaction of this Execution and my fees and I have delivered possession and seizure of the said tract of Land to Stephen George the creditor within — I therefore return this Execution fully satisfied as aforesaid —

Franklin Simonds D. Sheriff

October 26. 1842. This may certify that I have this day received full seizure & possession of the above described tract of land by Franklin Simonds D Sheriff

Stephen George

Merrimack ss. October 20. 1842. As within commanded I this day sold at the dwelling house of Enoch Simonds in at public auction to satisfy this Execution the following property ~~described~~ having Kept the same four days and three days for one adjournment and advertised said property for sale by posting up advertisements forty eight hours before said time & adjournment at the tavern of William Kendrick and at the Store of Moses Johnson two of the most public places in said Sutton viz — Lot of Corn on the ear to I George for $2.25

Lot	Apples to E Simonds Jr	1.05
"	Corn Fodder to Mrs Martin	.20
"	Straw to Joshua Atwood	1.05
"	Stalks to Martin Spalding	.30
"	Hay in bay to Blaisdell	15.00
"	D. on Scaffold to D Savory	12.05
"	1½ bush of wheat to E Simonds Jr 1.10	1.65
20	bush potatoes to I Atwood at 92	2.50
11	baskets Corn on the ear to I Atwood 28½ cts	5.13
5	bush Wheat to I H Brown 112½ cts	5.62
2	do. do to E Simonds Jr 110	2.20
5	do do to Mr Martin - 100 - 7 do to Martin at 92 cts	11.44

my fees and charges amounting to five dollars and eight cents to be deducted out — $60.44 — 5.08

6

October 1842. Recd of Franklin Simonds D Sheriff fifty five dollars and thirty six cents in part of the within Execution

Stephen George

$55.36

Received and Recorded March 22. 1842.

Examined Mitchel Gilmore Jr Regr

Fees —

Note fy in appraisers and debtor	1.00
administering Oath to $90	.51
1 Day with appraisers	.84
Paid for Recording	1.50
Making return	1.00
Poundage	.43
Paid appraisers and surveyor	6.00
	$11.28

Fees

Horse hire and Service	.53
Poundage	1.47
advertising	.34
selling property and adjournment	2.00
measuring potatoes and grain and delivering property	.75
	5.09

175

176

Expon. D. J. Daniels & als vs. Thomas Killicut Oct. Term 1843

100. 63
4. 02
104. 65
17
104. 82
53 07 Deducted
56. 75
21 Interest
56. 96

State of New Hampshire.

Hillsborough ss

To the Sheriff of any County or his Deputy

(L.S.)

Whereas, Darwin J. Daniels, Fisher Daniels and John Allison all of Goffstown in said County — Traders & Copartners under the firm of D. J. Daniels & Co. by the consideration of our Justices of our Court of Common Pleas. holden at Amherst, in said County of Hillsborough on the Second Tuesday of April A.D. 1843 recovered Judgment against Thomas Killicutt of Hooksett in our County of Merrimack. for the sum of one hundred Dollars sixty three cents and cost taxed at nine dollars two cents as appears of Record, whereof Execution remains to be done:

We command you therefore, that of the goods & chattels or Lands of the said debtor in your precinct; you cause to be levied and paid to the said Creditor the aforesaid sums with Lawfull interest thereon and 17 cents more for this Writ: and your own fees. And make return of this writ, with your doings thereon, to said Court to be holden at Amherst, in said County, upon the Second Tuesday of October next.

Witness - Joel Parker Esqr. the 20th day April A.D. 1843

P. Dodge. Clerk.

Merrimack ss. May 12. 1843. Having in my hands the sum of fifty three dollars and seven cents being the surplus of the proceeds of an Equity of redemption sold by me October 31. 1842. on an Execution in favour of Jesse Ely against said Killicut the above sum being over and above what was sufficient to discharge the last mentioned Execution I have applied the said sum of $53.07 to the satisfaction of this Execution in part only

Asa Moulton - D. Sheriff -

Merrimack ss. May 13. 1843. Then Joseph Poor Thomas R. Taggart and Eri Poor personally appeared and made oath that they would faithfully and impartially appraise at its Just value such lands and tenements as should be shewn them as the Estate of the within named Thomas Killicutt to satisfy this Execution and cost of Levying.

Before me R. H. Ayer. Justice of the Peace.

We the subscribers having carefully examined a tract or a certain piece or parcel of land shewn to us as the Estate of the within named debtor situate in Hooksett in the County of Merrimack and State of New Hampshire and is bounded and described as follows. to wit: Beginning at a Stake and Stones Standing on the East side of the road leading from Joseph Poors to Enoch N Elais. (called the Poor road) at land of Peter Mitchel. thence South

Continued

Eighty Eight degrees East by land of said Mitchel ninety Eight rods to a Stake and Stones. thence South one and three fourths degrees west, seventeen and a half rods to land of Parker & Swetzer to a Stake and Stones— thence north Eighty Eight degrees west by land of said Parker & Swetzer ninety three rods to the aforesaid road to a Stake and Stones— thence northerly by the aforesaid road to the bounds first mentioned being Eighteen rods and four links. containing about ten acres and one half. and appraised the same at its just value. do upon our oaths say that the same tract of land is of the value of Seventy three dollars and Eighty nine cents and no more. and we have set off the same land by metes and bounds as aforesaid in Satisfaction of the within Execution —

May 13. 1843.

Joseph Poor
Ths. R. Saggart
Eri Poor

Merrimack ss. May 13. 1843. By direction of the Creditors within named I have extended this Execution upon the tract of land above described in the manner following, to wit, I caused three appraisers to be appointed that is to say Joseph Poor by the Creditors within named Thomas R. Saggart by the Debtor within named and Eri Poor by myself the said Joseph Poor, Thomas R. Saggart and Eri Poor being all disreet and disinterested men resident in the said County of Merrimack who being duly sworn by a Justice of the Peace impartially to appraise at its just value such real Estate as should be shown them as the Estate of the debtor upon their oaths said that the above described tract of land shown them as the Estate of the said debtor was of the value of Seventy three dollars and Eighty nine cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees and I have delivered seizen and possession of the said tract of land to the said Creditors I therefore return this Execution satisfied in full —

Moses Moulton D. Sheriff.

Fees, Service	23
Travel	35
Poundage	2.34
Notifying parties & Appr.	3.00
Paid Justice	51
Paid Appr.	6.00
Attending with Appr.	2.00
Making return & returning Execution to Recorders & from thence to Court	1 50
Paid Recorder	1 00
	16.93

Merrimack ss. May 13. 1843. I this day received seizen and possession of the above described tract of land by Moses Moulton Deputy Sheriff

D. J. Daniels & Co.
By Darwin J. Daniels

Received and Recorded September 27. 1843

Examined — Mitchel Gibson Jr
Recorder

177

178

Expn. Hall Burgin vs. Benja. Gale Sept. T. 1843

The State of New Hampshire
Merrimack ss

To the Sheriff of our County or his Deputy

CLB

Whereas Hall Burgin of Concord in said County Esquire
adm'r de bonis non of the goods and Estate which were of
William Kent late of said Concord Esquire deceased
by the consideration of our Justices of our Court of Common Pleas
holden at Concord in said county of Merrimack on the third
Tuesday of March Anno Domini 1841 recovered judgment
against Benjamin Gale of Concord aforesaid Yeoman
for the sum of two hundred Dollars twenty two cents and
costs taxed at twelve dollars forty three cents as appears of Record
whereof Execution remains to done

200, 22
12 43
212 65
68

We command you therefore, that of the Goods Chattels, or Lands
of the said Debtor in your precinct, you cause to be levied and
paid to the said Creditor the aforesaid sums with lawful interest
thereon and 68 Cents more for this and former Writs and your
own fees, and in default thereof to arrest the said Debtor, and
commit him to the Jail; and the keeper of such Jail is required
to detain him in custody, until he pay the same with your
fees, or until he is discharged by the Creditor, or otherwise
according to law And make return of this Writ, with your doings
thereon, to said Court to be holden at Concord, in said County, upon
the third Tuesday of September next

Witness Joel Parker Esquire the 25th day of March Anno Domini 1843
S C Badger Clerk

Merrimack ss March 29, 1843 then Elliot Chickering Stephen Brown
and John W Tripple personally appeared and made oath that
they would faithfully and impartially appraise such lands
and tenements as should be shewn them as the estate
of the within named Benj'n Gale to satisfy the within Execution

Before me John Pettengill Justice of the Peace

We the subscribers having carefully and attentively examined
a tract of land shown to us as the estate of the within named Benj-
amin Gale and bounded as follows Beginning on the road leading
from the Hopkinton road to the bog road so called, at the south
east corner of the pasture known as the Kent pasture and by
land of Isaac Clement, thence running South 86 degrees West by
said Clements and others land about seventy eight rods to Seth
Eastmans land to a stake, thence North 17 degrees West by said
Eastmans land twenty one rods and one fourth of a rod to a stake
thence North about 75 degrees east sixty eight rods to the road
above mentioned to a stake and stone thence on said road south 65
degrees east twenty seven rods and six links to the bound first
mentioned containing ten acres and one hundred fourteen rods
do upon our oaths say that the same tract of land is of the value
of two hundred twenty five dollars seventy six cents and one

Continued

have set off the same land by metes and bounds as aforesaid in satisfaction of the within execution May 17, 1843

Jno. W Ripple
Elliot Blackering
Stephen Brown

Memorandum

Merrimack ss. March 29, 1843 In pursuance of the directions of Hall Burgin the creditor within named I have extended the within Execution upon the tract of land above described in the manner following viz I caused three appraisers to be chosen that is to say Stephen Brown by the creditor within named Elliot Blackering by the debtor within named and John W Ripple who was chosen by myself the said Stephen Brown Elliot Blackering and John W Ripple being all reputable freeholders and residents in said County of Merrimack who being sworn before a justice of the peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtor upon their oath said that the above described tract of land shewn to them as the Estate of the aforesaid debtor was of the value of two hundred twenty five dollars & Seventy six cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid at their sum in satisfaction of this Execution and my fees and I have delivered possession and seisen of the said tract of land to the said Hall Burgin the creditor with named & therefore return this Execution fully satisfied as aforesaid

Fees Service travel —	68	
Poundage	6 31	
Exam & Rec. Asst.	100	
Justice fees	51	
attendance with appraisers	83	
Paid Appraisers	500	
Return certifying	50	
Paid for Recording Execution	100	12.43

John Pettingill D Sheriff

Merrimack ss March 29, 1843 This may certify that I have this day received full seisen and possession of the above discribed tract of land by John Pettingill Deputy Sheriff

Hall Burgin
Administrator

Received & Recorded September 18, 1843
Examined Mitchell Gilmore Jr. Recorder

180 Evan William P. Hardy .vs. Manuel Bunnell Sept. T. 1843

55. 16
6. 24
61, 40
17

The State of Newhampshire
Merrimack ss.

To the sheriff of any County or his Deputy

Whereas William P Hardy of Concord in said County Esqr
by the consideration of our justice of our Court of Common Pleas Holden
at Concord in said County of Merrimack on the third Tuesday of
March Anno Domini 1843 recovered judgement against Manuel
Bunnell of Hooksett in said County Yeoman, for the sum of fifty
five Dollars sixteen cents and costs taxed at six ~~cents~~ dollars twenty
four cents as appeares of Record, whereof Execution remains to done

We Command you therefore, that of the goods, Chattels, or lands of the
said debtor in your precinct, you cause to be levied and paied to the
said Creditor, the aforesaid sums with lawful interest thereon and
17 cents more for this writ and your own fees and make return
of this Writ with your doings thereon, to said Court to be holden at
Concord in said County upon the third Tuesday of September next
Witness Joel Parker Esquire the first day of April Anno Domini 1843

S.C. Badger Clerk

Merrimack ss April 14, 1843 then Richard H Ayer Henry C Robie
and John Whipple personly appeared and made oath that they
would faithfully and impartially appraise such lands and
tenements as should be shewn them as the Estate of the within
named Manuel Bunnelle to satisfy the within Execution

Before me John Pettingill Just of the Peace

examined

We the subscribers having carefully and attentively a tract of land
shewn to us as the estate of the within named Manuel Bunnelle and
bounded as follows, Beginning at the centre of the front entry between
Jacob S Dutton and the within named Bunnelle, thence running
Northerly by the highway seventeen feet to a stake and stones, thence
westerly by said Bunnelle land twenty seven feet to a stake and
stones, thence southerly by said Bunnelle land seventeen feet to a
stake and stones thence easterly by said Duttons land
and through the centre of said Duttons & Bunnelle house to the first
named bound with the building thereon do upon our oaths say,
that the same tract of land and building is of the value of seventy
two dollars and no more and have set off the same land by
metes and bounds as aforesaid in satisfaction of the within Execution
September 8, 1843

R.H. Ayer
John Whipple
H C Robie
} Appraisers

Merrimack ss April 14, 1843 In pursuance of the directions of Mr P—
Hardy the creditor within named I have extended the within Execution
upon the tract of land above discribed in the manner following viz I caused
three appraisers to be chosen that is to say Richard H Ayer by the creditor
within named Henry C Robie who was chosen by myself and John
Whipple who was chosen, also by me for the said Manuel Bunnelle the debtor
within named, the said debtor not residing within the said County of
Merrimack and not leaveing notified me of any appraisers by him Chosen
on his part the said Richard H Ayer Henry C Robie and John
Whipple being all reputable freeholders and residents in said County

"Know all men by these presents that I William P Hardy above named am held and firmly bound unto Seth H Jones of Hooksett in the County of Merrimack Esquire in the sum of five Dollars to me paied by said Seth H Jones this judgement above named with the said Seth H Jones to recognizance and the said Bunnelle with the said Jones on his own use, at his own risk and expense for his own use, at his own risk and expense

Signed Sealed and delivered
in presence of us
S C Badger
P F Fuller

State of Newhampshire Merrimack ss Feb 17, 1843
Before me S C Badger Justice of the Peace
Examined Alex Fullerton Recorder

William P Hardy Esq
Attorney for Plaintiff

Received Feb 17, 1843

Continued

of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within named debtors upon there oath said the the above described tract of land shewn to them as the Estate of the aforesaid debtor was of the value of seventy two dollars and no more and the said appraisers sett off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees And have delivered Possesion and seizen of the said tract of land to the said W.P. Hendry the creditor within named I therefore return this Execution fully satisfied as aforesaid

Fees service, travel	68	
Boundage	1,47	
Appointing appraisers &c	1,25	
Justice fees	51	
Attendance with appraisers	88	
Return & certifying	69	
Recording Execution	1 00	
Paid Appraisers	4 00	11,43

John Pettingill D Sheriff

Merrimack ss, April 14, 1843, this may certify that I have this day received full seisen and possession of the above described tract of land by John Pettingill Deputy Sheriff — William P Hendry

Received & Recorded September 18, 1843
Examined Mitchel Gilmore Recorder

182 Exn Daniel Durgin vs. James Underwood Mar. T. 1843

The Steate of Newhampshire
Merrimack ss

To the sheriff of any County in this steate or his Deputy Goeeting

Whereas Daniel Durgin of Pittsfield in said — Yeoman Creditor by the consideration of our justices of our Court of Common Pleas, holden at Concord for and within our County of Merrimack aforesaid on the third Tuesday of September Anno Domini 1842 recovered judgement against James Underwood of Pittsfield in said County and John Underwood of Chichester in said County Yeoman Debtor for the sum of one hundred & eighty seven Dollars sixty six cents debt or damages and eighty Dollars fifty seven cents costs of suit as to us appeares of Record Whereof Execution remains to be done

187, 66
8 57
196,23
17

We command you therefore, that of the goods, ~~and~~ Chattels, or lands of the said Debtor within your precinct, you cause to be paid and satisfied unto the said Creditor at the value thereof in money the aforesaid sums being ₰ 196, 23 in the whole with 17 cents more for this writ, and thereof to satisfy yourself for your own fees Hereof fail not and make return of this writ, with your doings thereon unto our said Court of Common Pleas to be holden at Concord in our County of Merrimack aforesaid, upon the third Tuesday of March next

Witness Joel Parker Esq, at Concord the 3d day of october Anno Domini 1842 I C Badger Clerk

Merrimack ss. October 28th 1842 Theas Cotton W Drake, Thomas Berry Jn Reuben T. Leavitt personally appeared and made oath that they would faithfully and impartially appraise such lands & tenements as should be shewn to them as the estate of the within named James Underwood to satisfy the within Execution Before me

Moses Norris Jn Justice of the Peace

We the subscribers having carefully and attentively examined a tract of land shewn to us as the Estate of the within named James Underwood situated in Pittsfield and bounded as follows viz, Beginning at the North west corner of the same by land of Hon, Isaac Hill and running south thirty five degrees West twenty five rods to a stake and stones being the southwest corner of said Underwoods land thence South forty four degrees east fifty eight rods to a stake and stones, thence North thirty five Degrees east fifteen rods to a stake and stones, thence south forty four degrees east about sixteen rods to the Road leading by said Underwoods house thence Northerly on said road ten rods to said Hills land thence Northwesterly binding on said Hills land to the first mentioned corner being seventy eight rods containing about ten acres and one quarter of an acre of land

Also one other piece of land in said Pittsfield lying on the easterly side of said road, beginning at a stake and stones by said road on the easterly side of said Underwoods land and running south forty four degrees east fifteen rods to a stake and stones by land of James Lane thence North thirty five degrees east twenty two rods to a stake and stones by the road aforesaid thence southerly binding on said road to the before mentioned corner containing about one acre of land more or less, do upon our oaths say that the same tract of land is of the value of two hundred and eight Dollars and no more and we have set off the same land by

Continued

metes and bounds as aforesaid in satisfaction of the within Execution
November 4th 1842.

Cotton W Drake
Thos. Berry jr.
R I Leavitt

Merrimack ss November 4th 1842 In pursuance of the directions of Daniel Durgin the creditor within named I have extended the within Execution upon the tracts of land above described in the manner following viz, I caused three appraisers to be chosen that is to say Cotton W Drake by the Creditor within named Thomas Berry jr. who was chosen by myself and Reuben I Leavell who was also chosen by myself for the said James Underwood the debtor within named the said debtor having been duly notified and requested by me to choose an appraiser and having refused and neglected so to do the said Cotton W Drake Thomas Berry and Reuben I Leavett being all reputable freeholders and residents of said County of Merrimack who also being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of of the within named debtor upon their oath said that the above described tracts of land shewn to them as the estate of the aforesaid debtor was of the value of two hundred and eight dollars and no more and the said appraisers sett off the same land by metes and bounds as aforesaid at their sum in satisfaction of this Execution and any fees and I have delivered possession and seizen of the said tracts of land to the said Daniel Durgin the Creditor within named I therefore return this Execution fully satisfied as aforesaid

fees Notefying debtor	50
Notefying appraisers Mar. &	10
Paid appraisers travel	1,50
Paid Surveyor	3.00
Paid for administering Oath	50
Recording	25
Poundage	40
attendance & Expences in setting off	3,20
Giving seizen & possession travel	1,50
	10
	25
	10
	$11,60

Edward Hogan jr Deputy Sheriff

November 4th 1842 This may certify that I have this day received full seizen and possession of the above discribed tracts of land by Edward Hogan jr Deputy sheriff

Daniel Durgin

Received & Recorded September 20, 1843
Examined Mitchel Gilmore, Recorder

183

1844

Envor. Enoch Silton v. Josiah C. Silton, March T. 1844

The State of Newhampshire

Merrimack ss

To the Sheriff of any County or his Deputy

Whereas Enoch Silton of Chichester in said County, Husbandman by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the third Tuesday of September Anno Domini, 1843 recovered judgment against Josiah C Silton of said Chichester Husbandman

889, 70	for the sum of nine hundred & eighty nine Dollars seventy cents
14, 14	and costs of taxed at fourteen Dollars fourteen cents as appears of
1003, 84	Record whereof Execution remains to done
17	
Interest 4, 51	
1008, 52	We Command you therefore that of the goods, Chattels or
53, 62	lands of the said debtor in your precinct you cause to be levied
954, 90	and paid to the said Creditor the aforesaid sums with lawful

interest thereon and 17 cents more for this Writ and your own fees and make return of this Writ with your doings thereon to said Court, to be holden at Concord in said County upon the third Tuesday of March next

Witness Joel Parker Esquire the 2d day of October Anno Domini 1843

S. C. Badger, Clerk,

Merrimack, ss, October 26, 1843 Then Rosea C. Knowlton James Stevens and Jesse Edmunds personally appeared and made oath that they would impartially appraise at its just value such real Estate as should be shewn them as the estate of the within named debtor to satisfy this Execution Before me Franklin Peirce Just. Peace

We the subscribers having carefully examined a tract of land situate in Chichester in the County of Merrimack, shewn to us as the Estate of the within named debtor bounded as follows, Beginning at a stake and stones at the southeasterly corner of said land by land of Edmund Edmunds at the Gilmanton road (so called) thence Northeasterly by said road forty seven rods to a stake and stones, thence north fifty three degrees west forty three rods by land set off on Execution in favor of Rufus K Woodbury against Josiah C Silton to land of Jacob Perkins thence by land of said Perkins and Edmund Edmunds thirty two rods to a stake and stones by land of Edmund Edmunds thence Northeasterly by land of said Edmunds to the bounds began at containing eleven acres more or less and appraised the same at its just value, do upon our oaths say that the same tract of land is of the value of nine hundred and seventy one dollars and sixty three cents and no more, and we have set off the same land by metes and bounds as appeared in satisfaction of the balance of the within Execution October 27, 1843

Rosea C Knowlton
Jesse Edmunds
James Stevens

Continued

Merrimack ss, Oct, 27, 1843 By directions of the creditor within named I have extended this Execution upon the tract of land above described in manner following, to wit on the 26, day of October 1843, I caused three appraisers to be appointed that is to say, Hosea B Knowlton by the Creditor within named, Jane Edmunds by myself and James Stanels appointed by one for the said debtor the said debtor not residing within this County nor within twenty miles of the property to be appraised the said Hosea B Knowlton Jane Edmunds and James Stanels being all disinterested men residents in the County, who being duly sworn on the said day by a Justice of the Peace impartially to appraise such real estate as should be shewn them as the estate of the debtor upon their oaths said that the above described tract of land shewn them as the estate of the said debtor was of the value of nine hundred and seventy one Dollars and sixty three cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid all that sum in satisfaction of the ballance of this Execution and my fees and I have delivered seisen and possession of the said tract of land to the said creditor, I therefore return this Execution satisfied in full

Fees Poundage	$ 6,55
to justice	51
to appraisers & mileage	5,00
My attendance with appraisers & return	3 42
to for the use of room	25
to Recorder	1, 00
	16, 73

Robert Knox Deputy Sheriff

October 27, 1843 I this day received seisen and possession of the above described tract of land by Robert Knox Deputy Sheriff

1843 Oct 27 Recd of Robert Knox D Sheriff fifty three dollars & Sixty Two cents in part of this Execution as above E Sitton Enoch Sitton

B & Sitton jr

Received & Recorded Oct 28 1843

Examined Mitchell Gibson Recorder

186

Exn. Rufus R Woodbury v. Josiah C. Tilton Merr. C.C. 1844.

108, 90
8, 59
117, 56
17
117, 73
Interest 52
118 25

The State of New Hampshire
Merrimack, ss.

To the Sheriff of any County or his Deputy

Whereas Rufus R. Woodbury of Pembroke in said County Yeoman by the consideration of our Justices of our Court of common Pleas, holden at Concord in said County of Merrimack on the third Tuesday of September Anno Domini, 1843 recovered Judgement against Josiah C Tilton of Chichester in said County Yeoman for the sum of one hundred and eight Dollars ninety seven cents and costs taxed at eight Dollars fifty nine cents as appears of Record, whereof execution remains to done

We command you therefore that of the Goods, Chattels or Lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon and 17 cents more for this Writ and your own fees and make return of this Writ with your doings thereon, to said Court to be holden at Concord in said County upon the third Tuesday of March next

Witness Joel Parker Esquire the 2d day of October Anno Domini, 1843

S C Badger Clerk

Merrimack, ss, Oct 27, 1843 then James Steniels, Hosea G Kenrotton and Jane Edmunds personally appeared and made oath that they would impartially appraise at its just value such real Estate as should be shewn them as the estate of the within named debtor to satisfy this Execution Before me Asa Fowler Justice Peace,

We the subscribers, having carefully examined a tract of land shewn to us as the estate of the within named debtor situate in Chichester in the County of Merrimack, bounded as follows Beginning at a stake and stones at the Northeasterly corner of said tract by Gilmanton road (so called) thence Northwesterly by land of Benjamin Fowle thirteen rods, thence Northeasterly by said Fowles land thirteen rods to land owned by the town of Chichester thence Northwesterly by land of town of Chichester aforesaid five rods to a stake and stones thence northeasterly by said land of the town of Chichester eighteen rods to land of James Chesley thence Northwesterly by land of said Chesley to land of Jacob Perkins thence southwested by by land of said Perkins thirty seven rods to a stake and stones thence Northeasterly and parallel with the northerly end line to Gilmanton road (so called) thence Northeasterly by said road to the bounds begun at and to contain eight acres by measure and appraised the same at its just value do upon our oaths say that the same tract of land is of the value of one hundred and twenty eight dollars and thirty seven cents and no more and we have set off the same land by metes and bounds as aforesaid in satisfaction of the within Execution

October 27, 1843

Jane Edmunds
Hosea G Kenrotton
James Steniels

Continued

Merrimack ss, Oct 27, 1843 By direction of the creditor within named I have extended this execution upon the tract of land above described in manner following, to wit, I caused three appraisers to be appointed that is to say Isaac Edmonds by the Creditor within named Hosea C. Knowlton by my self and James Staniels appointed by me for the said debtor the said debtor not residing within this County nor within twenty miles of the property to be appraised the said Isaac Edmonds Hosea C Knowlton and James Staniels being all disinterested and disinterested men residents in the county who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shewn them as the estate of the debtor upon their oaths said that the above described tract of land shewn them as the estate of the said debtor was of the value of one hundred & twenty eight dollars and thirty seven cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees and I have delivered seizen and possession of the said tract of land to the said Creditor I therefore return this Execution satisfied in full

October 27 1843 I this day received seizen & possession of the above described tract of land by Robert Rust Deputy Sheriff

R. R Rodbury

fees service	25
mileage	00
Poundage	2,73
Paid Justice	54
Ap appraisers each	1,00
My attendance & mileage	50
Paid for the use of seizen	25
Paid Recorder	1 00
	$10,12

Received & Recorded October 28, 1843,
Examined Moitabel Gilmore, Recorder

188 Eqon. David M. Carpenter vs. B. C. Locke March T. 1844.

664, 48
16 59
381. 07
17
47
381 71

The State of New-Hampshire

Merrimack, ss.

To the sheriff of our County or his Deputy

Whereas David M. Carpenter of Chichester in said County Esqr. by the consideration of our Justices of our court of Common Pleas holden at Concord in said County of Merrimack on the third Tuesday of September Anno Domini, 1843 recovered judgment against Barzelbury C. Locke of said Chichester Yeoman for the sum of three hundred & sixty four Dollars forty eight cents and costs taxed at sixteen Dollars fifty nine cents as appeares of Record, whereof Execution remains to done

We commend you therefore, that of the goods, Chattels, or lands of the said Debtor in your precinct, you cause to be levied and paid to the said Creditor the aforesaid sums with lawful interest thereon and 17 cents more for this Writ, and your own fees

And make return of this Writ with your doings thereon, to said Court, to be holden at Concord in said County, upon the third Tuesday of March next

Witness Joab Parker, Esquire, the 2d. day of October Anno Domini, 1843

S. C. Badger, Clerk

Merrimack ss. October 9th 1843 then Jno Edmunds, Hosea C Knowlton and Rufus R Woodbury Personally appeared and made oath that they would impartially, appraise at its just value such real Estate as should be shewn them as the estate of the within named debtor to satisfy this Execution Before me Richard Pinkham Justice of the Peace

We the subscribers having carefully examined a tract of Land shewn to us as the Estate of the within named debtor bounded as follows to wit beginning at a stake & stones by land of Jno Edmunds and Road leading from the Turnpike Road so called leading from Concord to Portsmouth by the widow Edmunds to Levi Daniels thence southwesterly by said Road twenty eight rods to land occupied by Edward S Perkins thence South easterly by land of said Perkins fourteen rods to a stake & stones thence southwesterly by land of said Perkins one and a half Rods to said Turnpike Road thence southwesterly across said road and reserving four rods for said Road and by road that leads to John Longleys seventy two & a half Rods to land of said John Longley thence Southeasterly by land of said Longley one hundred & forty five & a half rods to land of Henry Hook thence northwesterly and by land of said Hook and across said Turnpike road and by land of Obediah C Hook and said Jno Edmunds one hundred and thirty nine rods to bounds begun at Containing seventy Eight acres be the same more or less together with the buildings thereon and being the same land now occupied by the within named Debtor situate in Chichester in the County of Merrimack aforesaid and appraised the same at its just value do upon our oaths say that the same tract of land being subject to the widow Rachael D Locke, right of dower is of the value of four hundred dollars and no more and we have set off the same land by metes and bounds as aforesaid in full satisfaction of the within Execution Chichester October 9. 1843

Jno Edmunds
Hosea C Knowlton
R. R. Woodbury

Continued,

Merrimack ss. October 9th 1843 By the directions of the within named Creditor I have extended this Execution upon the tract of land above described in manner following to wit I caused three appraisers to be appointed that is to say Jane Edmunds by the said Creditor R. R. Woodbury by the debtor within named and Hosea C Knowlton by myself. the said Jane Edmunds R R. Woodbury and Hosea C Knowlton being all disinterested men resident in the County who being duly sworn impartially to appraise such Real Estate as should be shown them as the Estate of the debtor aforesaid upon their oaths said that the above described tract of land shown them as the Estate of the said debtor (the same being subject to the widow Rachael D Locke's Right of Dower) was of the value of four hundred dollars and no more, and the said appraisers set of the same land by metes & bounds as aforesaid at that sum in satisfaction of this Execution, and my fees and charges, and I have delivered seisin & possession of the said tract of land to the said Creditor and therefore return this Execution satisfied in full

Richard Pinkham Sheriff

Fees	
Service	25
Travel	50
Notifying Debtor & appraisers	3.00
Bondage	465
Justice fees	1.65
Paid appraisers	3.56
Surveyor	1.50
Recorder	1,50
My time with appraisers & Expense & Return & Expense of appraisers & assistance in Measuring	4.04
	$18.24

Merrimack ss, October 9th 1843 I this day received seisin and Possession of the above described tract of Land by Richard Pinkham Sheriff

Daniel M Carpenter

Received & Recorded January 31, 1844

Examined Mitchell Gilmore Recorder

189

190

Coyon. Ira W. Morrison vs. Samuel R. Noyes March S. 1844

The State of New Hampshire

Merrimack, ss,

To the Sheriff of any County in this State, or his Deputy Greeting, Whereas Ira W. Morrison of Hooksett in said County Cooper Creditor by the consideration of our Justices of our court of Common Pleas, holden at Concord, for and within our County of Merrimack aforesaid on the third Tuesday of March Anno Domini 1841, recovered judgment against Samuel R Noyes of Bow in said County Yeoman Debtor for the sum of twenty four Dollars fifty four cents debt or damages and twenty one dollars Eighty one cents cost of suit as to us appears of Record whereof Execution remains to be done

L S

24,54
21,81
46,35
68

We commend you, therefore that of the goods, Chattels or lands of the said Samuel Debtor within your precinct you cause to be paid and satisfied unto the said Ira Creditor at the value thereof in money, the aforesaid sums, being $46,35 in the whole; with 68 cents more for this & former Writs and thereof to satisfy yourself for your own fees And for want of Goods Chattels, or Lands of the said Samuel Debtor to be by him shewn unto you, or found within your precinct to the acceptance of the said Ira Creditor to satisfy the sums aforesaid, We commend you to take the body of the said Samuel Debtor and him commit unto either of our goals within your precinct and detain in your custody within our said goal until he pay the full sums above mentioned with your fees, or that he be discharged by the said Ira the creditor or otherwise by order of Law Hereof fail not and make return of this Writ with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, upon the third Tuesday of March next Witness Joel Parker Esq at Concord the 25th day of September Anno Domini 1843

S C Badger Clerk

Merrimack ss. September 25, 1843 Then Stephen C Badger & Isaac P Boyd Personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named Samuel R Noyes to satisfy the within Execution

Also on the 30th day of the same September Mendall Sampson appeared and made oath that he would faithfully and impartially appraise such lands and tenements as should by shewn him as the Estate of said Samuel R Noyes to satisfy the within Execution

Before me Jotan Pettingill Justice of the Peace,

We the subscribers having carefully and attentively Examined a tract of land shewn to us as the Estate of the within named Samuel R Noyes situated in Bow in said County of Merrimack and bounded as follows, Beginning at Stone belonging to Mr. Sampsons at the North East corner of said Simpsons on the westerly side of the Highway at a stake thence south Eighty nine and a half degrees west fifty five rods to a stake thence north forty one degrees west eighteen rods to a stake thence North eighty nine

Continued.

and a half degrees east sixty five rods to the highway thence south by the highway thirteen and one half rods to the place of Beginning containing five acres do upon our oaths say that the same tract of land is of the value of fifty eight Dollars and no more and we have set of the same land by metes and bounds as aforesaid in satisfaction of the within Execution

Mendell Sampson
S C. Badger
Isaac T Bond

Merrimack ss. September 26 1843. In pursuance of the directions of Isac to Morrison the creditor within named I have extended the within Execution upon the tract of land above discribed in the manner following I caused three appraisers to be chosen that is to say Isaac T. Bond by the ~~creditor~~ within named Stephen C Badger who was chosen by myself Mendell Sampson who was chosen also by me for the said Samuel R. Noyes the debtor within named the said debtor having been duly notified and requested by me to chose an appraisers and having refused and neglected so to do, I Isaac T. Bond Mendell Sampson & Stephen C Badger being all reputable freeholders and residents in said county of Merrimack who being sworn before a Justice of the peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the Estate of the within debtor upon their oath setd the above discribed tract of land shewn to them as the Estate of the aforesaid debtor ware of the value of fifty eight Dollars and no more and the said appraisers set off the same land by metes and bounds as aforesaid at their sum in satisfaction of this Execution and my fees and I have delivered possession and seizen of the said tract of land to the said Isac W. Morrison the creditor within named I therefore return this Execution fully satisfyed

Fees. Servis & travel	.53
Poundage	1.17
Attendance with appraisers	.83
Paid Expenses—	43
Appointing & Notifying d/ppr's.	1.50
Paid Justice fees.	.51
Paid Appraisers	4,00
Return & certifying	.75
Recording Upon	1.00
Paid for Copies. Records	.25 $10.97

John Pettingill D. Sheriff

Merrimack ss, September 28, 1843. this may certify that I have this day received full seisin and possession of the above described tract of land by John Pettingill Deputy Sheriff

Isc W. Morrison by
Saml D Bell

Received & Recorded March 18, 1844
Examined Mitchel Gilmore, Recorder

191

192

Eqon / William P. Hardy, Vs. Thomas Killicutt March S. 1844

The State of Newhampshire

Merrimeck ss,

To the Sheriff of eny County in this State or his Dupsity Greeting

Whereas Wilhem P Hersey of Concord in seid County Merchant creditor by the consideretion of our Justices of our Court of Common Pleas holden at Concord for and within our County of Merrimack aforesaid on the third Tuesday of September Anno Domini 1842 recovered judgment against Thomas Killicutt of Hooksett in

84. 86
6. 44
40 80
87

seid County Yeoman. Debter for the sum of thirty four Dollars thirty six cents debt or damages and six Dollars forty four cents Cost of suit as to us appeears of Record, whereof Execution remeins to be done

We commend you therefore that of the Goods Chattels or Lands of the seid Thomas Debter within your precinct you cause to be paied and satisfied unto the seid Wilhem Creditor at the value thereof in money the aforesaid sums, being $40,80 in the whole with 84 cents more for this & former writ and thereof to satisfy yourself for your own fees

Hereof fail not and make return of this writ with your doings therein unto our seid court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid upon the third Tuesday of March next.

Witness Joel Parker Esq, at Concord the 22nd day of September Anno Domini 1843,

S. C. Badger Clerk

Merrimack ss, September 29, 1843, Then Stephen C Badger & Joseph Poor and Samuel R, Jaggard personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shown them as the Estate of the within Execution

Before me John Pettengill Justice of the Peace

We the subscribers having carefully and attentively Examined a tract of land shown to us as the Estate of the within named Thomas Killicutt situated in Hooksett in the County of Merrimack and bounded as follows beginning at the South East corner of said piece it being a part of lot number four in the fourth range of lots in said town thence running Northerly on the range line by land of Joseph Mitchell, seventeen rods and one half to a stake and stones thence running North eighty eight degrees west thirty two rods to a stake and stones to land set off to D. J. Daniels thence south two and one fourth degrees west seventeen & one half rods to a stake and stones thence south eighty eight degrees east on the Southerly line of said lot thirty two rods to the place of beginning containing three acres and one half acre do upon our oaths say that the same tract of land is of the value of sixteen dollars and no more and we have set of the same land by metes and bounds as aforesaid in satisfaction of the within Execution

September 29, 1843,

S C Badger
Joseph Poor
Thos R. Jaggurt

Continued

Merrimack ss. September 23, 1843 In pursuance of the directions of William P. Hardy the creditor within named I have extended the within execution upon the tract of land above described in the manner following viz. Samuel R Taggard by the creditor within named S C. Badger who was chosen by myself and Joseph Poor who was also chosen by myself for the said Thomas Pillsbury the debtor within named the said debtor having been duly notified and requested by me in writing to choose an appraiser and having refused and neglected so to do the said S C. Badger Joseph Poor & Thos. R. Taggart being a reputable freeholder and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shown to them as the estate of the within named debtor; was of the value of sixteen dollars and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees, and I have delivered Possession and seizen of the said Tract of land to the said William P Hardy the Creditor within named I therefore return this execution satisfied as aforesaid in part, to wit, for the sum of four dollars being the residue of said sum of sixteen dollars the value of said land after deducting my fees and for no more

Fees, Service & Travel	1,00	
Poundage	,40	
Attendance with appr.s	83	
Paid Expences	1 76	
Appointment & notifying appr.s	2,00	
Paid Justic fees	51	
Paid appraisers	4,00	
Return & certifying	50	
Recording Execution	1,00	
	12,00	

John Pettingill D. Sheriff

September 23, 1843 This may certify that I have this day received full seizin and possession of the above described tract of land by John Pettingill D. Sheriff

Jno Whipple Atty
for Pltff.

Received & Recorded March 15. 1844
Examined Mitchel Gilmore, Recorder

Recorded

193

194 Cyn. John Grimes vs. Concord Bank March S. 1844.

The State of New Hampshire

Merrimack ss.

To the Sheriff of any County or his Deputy

L S

Whereas John Grimes of Hillsborough in our County of Hillsborough Esquire By the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the third tuesday of September Anno Domini 1843 recovered judgment against the President directors and company of the Concord Bank a corporation Established by law in Concord in said County of Merrimack for the sum of eight hundred & fifty one dollars twenty five cents and costs taxed at twenty four dollars forty nine cents as appears of Record whereof Execution remains to be done. We command you therefore that of the goods Chattels or lands of the said Debtors in you precinct you cause to be levied anet paied to the said ~~Creditor~~ the aforesaid sums with lawful interest thereon and 17 cents more for this writ and your own fees And make return of this writ with your doings thereon to said Court to be holden at Concord in said County upon the third Tuesday of March next

851 25
84 49
875 74
17

Witness Joel Parker Esquire the 6 day of October Anno Domini 1843

S C Badger Clerk

State of New Hampshire Merrimack ss Oct 23, 1843, then Honored Chase Robert Wallace & Hall Burgin personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the Estate of the within named President Directors & Company of the Concord bank to satisfy the within Execution

Before me Andrew Leach justice of the Peace

We the subscribers having carefully and attentively examined a tract of land shewn to us the one undivided half of which as the estate of the within named President Directors & Company of Concord Bank bounded and discribed as follows. to wit beginning at the Northeasterly corner thereof on the westerly side of Main Street in Concord in the County of Merrimack and by land formerly conveyed by the said Concord Bank to William M. Virgin thence running westerly by land conveyed to said Virgin as aforesaid about two rods and twenty three links to land of Elisha Morrill. thence Southerly by land of said Morrill paralled with the westerly end of the Bank Building and about eight feet westerly of said Building about one rod and sixteen links, thence easterly by said Morrills land on a line parallel with the southerly side of said bank Building and six feet southerly of the same about two Rods and twenty three links to the westerly side of Main street thence Northerly by said Main street about two Rods to the place of beginning Also that part of the Bank building standing thereon shewn to us as the estate of the said President Directors and company of Concord Bank described as follows being a part of the lower story of said Building and being about twenty five feet deep on the easterly end thereof adjoining Main street and extending the whole width of said Building (including the Bank room the Directors room and Vault as occupied and improved by said Concord Bank also the privilege of holding Annual Meetings in the Hall in the second

Continued

story of said building also a woodhouse now standing on land sold and conveyed by the said President Directors and Company of Concord Bank on the sixteenth day of March 1833 to William M Virgin with a privilege of a passway for foot persons and teams from Main street to said Woodhouse on that part of said lane next the said Bank Building also the Reservation the said Resident Directors and Company of Concord Bank made within said conveyance to said Virgin that no wooden building should be erected on said premises conveyed without the consent of said Bank within three rods of the Banking house

The one undivided half of the land above described, that part of the building thereon as above described and the Woodhouse and privileges and reservations above described and recited we do upon our oaths say are all of the value of seven hundred and thirty three dollars and no more And we have set off the same land and buildings by metes & bounds and privileges and reservations as aforesaid in part satisfaction of the within execution

Horace Chase
Robert Wallace } appraisers
Hall Burgin

Return Merrimack ss. October 23 1843. By direction of the Creditor within named I have extended this Execution upon the one undivided half of the tract of land and building thereon above described in manner following, to wit, I caused three appraisers duly appointed that is to say, Robert Wallace by the Creditor within named, Horace Chase by myself Hall Burgin by Nathan Stickney Cashier for the within named Concord Bank a corporation in which I left a notice in writing at his last and usual place of abode in Concord more than ten days before the 23 of said October the day I levied said Execution also gave him personal notice to appoint said appraisers and the said Robert Wallace Horace Chase and Hall Burgin being all disinterested men residents in the County, who being duly sworn by a Justice of the Peace impartially to appraise such real Estate as should be shown them as the Estate of the within named Resident Directors & Company of Concord Bank upon their oaths said that the above described undivided one half of land and building shown to them as the Estate of the debtors, upon their oaths said that the above described tract of land & Bank thereon shown them as the estate of the said Debtors was of the value of Seven hundred and thirty three dollars and no more, and the said appraisers set of the same land and building by metes and bounds as aforesaid at that sum in part satisfaction of this Execution and my fees, and I have delivered seizen and possession of the said tract of land to the said Creditor, I return this Execution after deducting my fees, and the expense of keeping the same Seven hundred and thirteen dollars and twenty five cents satisfied and no more.

Fees. Service 23
Travel 40
Appraisers fees 9.00
Poundage 4.12
Notice to appraisers 50
Record — 1.50
Return — 1.00
19.75

Andrew Leach — Dep. Sheriff.

195

See over

Continued

October 23. 1843. This may certify that I have this day received full possession ~~and Seizen~~ of the above described tract of land by A. Leach Deputy Sheriff.

John Grimes. Plaintiff.

Merrimack ss. Dec. 7. 1843. I have taken on the within Execution one Share No. 34 in the Capital Stock of Federal Bridge Corporation whose place of business is in Concord in said County, property of the within named Defendants, & have this day sold the same by agreement of the parties, at Public Auction to Arthur Fletcher (he being the highest bidder) for the sum of twenty five dollars, from which sum I have deducted my fees and the charges of selling the same, & the residue thereof being the sum of twenty one $\frac{12}{100}$ dollars I have applied in part Satisfaction of this Execution —

Fees — Service	23	
Travel	40	
advertising	75	
attending vendue	175	
Return	25	
Poundage	50	
	3.88	Andw Leach — D Sheriff

Received & Recorded March 19. 1844
Examined Mitchel Gilmore Jr Recorder

Eyon. Harrison G. Harris vs. Jonathan B. Watkins March T. 1844.

The State of Newhampshire

Merrimack, ss,

To the Sheriff of our County or his Deputy

Whereas, Harrison G. Harris of Warner in said County Esquire by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the third Tuesday of September Anno Domini 1843 recovered Judgment against Jonathan B. Watkins of said Warner Gentleman for the sum of Eighty four Dollars three cents and costs taxed at six Dollars forty four cents as appeares of Record whereof Execution remains to be had

84,03
6,44
90,47
17

We Commaund you therefore that of the Goods, Chattels, or Lands of the said Debtor in your precinct you cause to be ~~levied~~ and paied to the said Creditor the aforesaid sums with lawful interest thereon and 17 cents more for this Writ and your own fees and in default thereof, to arrest the said Debtor and commit him to the Jail and the keeper of such Jail — is required to detain him in custody until he pay the same with your fees or until he is discharged by the Creditor or otherwise according to law And make return of this Writ with your doings thereon to said Court to be holden at Concord in said

Continued

bounty upon the third Tuesday of March next.
Witness Joel Parker Esquire the 2 day of October Anno Domini 1843
S. C Berger Clerk

128 Judgt. entered September 30, 1843

Merrimack S. October 28, 1843 Then Robert Thompson Henry H. Harrimen and Daniel Savory personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named debtor to satisfy this execution, Before me
Jacan Blin Simonds Justice of the Peace

We the subscribers having carefully examined a tract of land situate in Warner in the said County of Merrimack shewn to us, as the Estate of Jonathan B Watkins the within named debtor bounded as follows to wit Beginning at a stake and stones on the easterly side of Dry hill road, so called, at the northwest corner of land occupied by Israel Collins thence by said road north twenty seven degrees and a quarter west twenty eight rods to a large willow tree and to land of Theodeus Hardy thence by said Hardys land north fifty two and an half degrees east eleven rods to a stake and stones, thence by said Hardys land north seventy four and a half degrees east fifteen rods and a quarter to a stake and stones, thence South twenty seven and a quarter degrees east thirty one rods to a stake and stones in the line of land occupied by said Collins thence by said Collins land south seventy two and a half degrees west twenty six and a quarter rods to the place of beginning containing five acres - and appraised the same at its just value do upon our oaths say that the same tract of land is of the value of one hundred and three dollars and ninety six cents and no more and we have set off the same Land by metes and bounds as aforesaid in satisfaction of the within Execution

March 15th Anno Domini 1844,

Henry H. Harrisson
Robert Thompson
Daniel Savory

Merrimack ss. March 15th 1844, By direction of Harrison G Harris the creditor within named, I have extended this execution upon the tract of land above described in manner following to wit, I caused three appraisers to be appointed that is to say, Henry H Harriman appointed by myself Robert Thompson appointed by the creditor, and Daniel Savory appointed by me for the debtor the said debtor having been notified and requested by me to appoint an appraiser and having neglected to appoint any the said Henry H. Harriman Robert Thompson and Daniel Savory being all discreet and disinterested men resident in the said County who being duly sworn to wit, on the 28th day of October AD, 1843 by a Justice of the Peace impartially to appraise such real estate as should be shewn to them as the Estate of the said debtor upon there oaths said that the above described tract of land shewn them as the

197

at its just value -

Continued

estate of the said debtor was of the value of one hundred and three dollars and ninety six cents and no more and the said appraisers set off the same bound by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees and I have delivered seisen and possession of the said tract of land to Harrison G. Harris, the said baeditor I therefore return this execution satisfied in full

Franklin Simonds Deputy Sheriff

Execution	~~$100.67~~	
Interest to Mar 15th	2, 49 =	93. 13
fees & charges		
Services	$0 29	
Travel	20	
Poundage	2, 06	
Notifying debtor & appraisers	1, 50	
Oath to appraisers	64	
fee to Recorder	1, 50	
Making return	1, 00	$6, 85
Amount of fees & charges but one		6, 85
Attending with appraisers		1 00
Paid Appraisers		3 00 $ 10, 85
Amount of Execution & interest but one		93, 13
		103, 96

Franklin Simonds D. Sheriff

March 15th 1844 I this day received seisen and possession of the above described tract of land by Franklin Simonds Deputy Sheriff

Harrison G Harris

Received & Recorded March 19, 1844
Examined Mitchel Gilmer Jr. Recorder

Expon. Harrison G. Harris vs Jonathan B. Watkins March S. 1844

$8.3

71.39
7.69
79.08
17

The State of New Hampshire

Merrimack ss.

To the Sheriff of any County or his Deputy

Whereas Harrison G Harris of Warner in said County Esquire by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the third Tuesday of September Anno Domini 1843 recovered Judgment against Jonathan B. Watkins of said Warner Gentleman for the sum of seventy one Dollars thirty nine cents and costs taxed at seven dollars sixty nine cents as appears of Record whereof Execution remains to be done

We command you therefore that of the Goods Chattels or Lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid sums, with lawful interest thereon and 17 cents more for this Writ and your own fees And make return of this Writ with your doings thereon to said Court to be holden at Concord in said County upon the third Tuesday of March next Witness Joel Parker Esquire the 2d day of October Anno Domini 1843

N B. Judgt rendered Sept. 30, 1843

S. Badger Clerk

Merrimack, ss October 28, 1843 Then Robert Thompson Henry H. Herriman and Daniel Savory personally appeared and made oath that they would impartially appraise at its just value such real Estate as should be shewn them as the estate of the within named debtor to satisfy this execution Before me Franklin Simonds Justice of the Peace

We the subscribers having carefully examined a tract of land shewn to ~~us~~ us the estate of Jonathan B. Watkins the within named debtor situate in Warner in said County of Merrimack and on the easterly side of Tory Hill road so called, bounded as follows, to wit, beginning at a stake and stones being the north easterly corner bound of land set off by us this day to satisfy an other Execution in favor of Harrison G. Harris the Creditor within named against the said Jonathan B. Watkins the within named debtor and by land of Theodorus Heardy thence north seventy four and a half degrees east by said Heardys land thirty eight rods to a stake and stones thence south twenty seven degrees and fifteen minnits east twenty nine rods to a stake and stones standing on the line of land occupied by Israel Collins thence south seventy two and a half degrees west by said land occupied by said Collins thirty eight rods to a stake and stones being the southeasterly corner bound of land by us set off to said Harris on the other Execution before mentioned thence north twenty seven and a quarter degrees west by land so set off as aforesaid thirty one rods to the place of beginning containing seven acres and appraised the same at its just value do upon our oaths say that the same tract of land is of the value of ninety one dollars and ninety one cents and no more and we have set off the same land by metes and bounds as aforesaid in satisfaction of the within Execution March 15th AD 1844

Henry H. Herriman
Robert Thompson
Daniel Savory

199

200

Continued

Merrimack ss, March 15th AD, 1844 By directions of Harrison G Harris the beeditor within named I have extended this Execution upon the tract of land above described in manner following to wit, I caused three appraisers to be appointed that is to say Henry H. Harriman appointed by myself Robert Thompson appointed by the beeditor and Daniel Savory appointed by me for Jonithem B. Watkins the said debtor the said debtor having been notified and requested by me to appoint an appraisers and having neglected to appoint any the said Henry H. Harriman Robert Thompson and Daniel Savory being all discreet and disinterested men residents in the said County of Merrimack who being duly sworn to wit, on the 18th day of October AD, 1843 by a Justice of the Peace impartially to appraise at its just value such real estate as should be shewn them as the estate of the said debtor upon their oaths said that the above described tract of land, Shewn them as the estate of the said debtor was of the value of ninety one dollars and ninety one cents, and no more. and the said appraisers set off the same land by metes and bounds as aforesaid at their summd satisfaction of this Execution and my fees, and I have delivered seizin and possession of the said tract of land to Harrison G. Harris the said beeditor I therefore return this Execution satisfied in full

Franklin Simmons Deputy Sheriff

Execution		$1, 25
Interest to Mar. 15		2 16
		$81 31
Fees & Charges		
Services	$0, 25	
Travel	20	
Poundage	1 85	
Attending with Appraisers	1 00	
Justice fees	50	= $3,60
Amount of fees & charges but over	$3, 60	
Notifying debtors & appraisers	1, 50	
Making return	1 00	
Recorders fees	1 50	
Appraisers fees	3 00	$10, 60
Amount of Execution & interest		81, 31
		91, 91

Franklin Simonds Dep, Sheriff

March 15th, 1844 I this day received seizin and possession of the above described tract of land by Franklin Symonds Deputy Sheriff

Harrison G. Harris

Received & Recorded March 19 1844

Examined Mitchel Gilmore Jr. Recorder

Cpn. Betsey Philbrick vs. Ebenezer Simmonds March S. - 1844.

LS

The State of New Hampshire

Merrimack, ss,

To the Sheriff of any County or his deputy

Whereas Betsey Philbrick of Warner in said County Widow by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the third Tuesday of September Anno Domini 1843 recovered Judgement against Ebenezer Simmons of Warner in said County Yeoman, for the sum of one hundred & twenty three Dollars fifty seven cents and costs taxed at eight Dollars Sixty two cents as appears of record whereof Execution remains to done

123, 57
8, 62
132, 19
17

We command you, therefore that of the Goods Chattels or Lands of the said debtor in your precinct, you cause to be levied and paid to the said Executor, the aforesaid sums with lawful interest thereon and 17 cents more for this Writ and your own fees And make return of this writ with your doings thereon to said Court to be holden at Concord in said County upon the third Tuesday of March next

Witness Joel Parker, Esquire, the 2 day of October Anno Domini 1843,

S.B. Badger Clerk

Merrimack, ss, October 17, 1843 I have taken all the right which the within named debtor had on the 11th day of June last when the said premises were attached on the original writ in this suit to redeem seven and one fourth acres of land situate in said Warner which was on the 26th day of October 1842 set off to Stephen George on his Execution against said debtor, bounded easterly by a highway westerly & northerly by land of the said debtor and southerly by land occupied by Stephen C Pierce and on the 18th day of the same October I left at the last and usual place of abode of said debtor a notice in writing that the said right would be sold at public auction at the house of Stephen C Pierce in said Warner on the 20th day of November 1843 at 1 Oclock in the afternoon and posted up like notices at the Inn of Nathaniel Walker and at the store of Harrison & Robertson two of the most public places in said Warner in which the said property is situate and on the said 20th day of November 1843 I sold the said right at the time and place appointed as aforesaid at public auction to Moses Collins he being the highest bidder for the sum of $41.00 and made and delivered to him a deed of said right in the form prescribed by law and I applied the said sum of forty one dollars after deducting my fees and charges of sale in part satisfaction of this execution, to wit, for the sum of thirty two dollars and thirty nine cents

Franklin Simmonds D Sheriff

Serv. Levy 23, Travel 60 — $ 83
Poundage — 2, 58
Advertising & posting Deed 1, 50
Selling & making deed & return 400
$8, 61

Merrimack, ss, October 26, 1843 then Harrison H Harrison and Daniel Savory and Noah G Andrews personally appeared and made oath that

201

Continued

would impartiallty appraise at its just value such real estate as should be shewn them as the estate of the within named debtor to satisfy this execution Before me

Franklin Sprague Justice of the Peace

We the subscribers having carefully examined a tract of land shewn to us as the estate of the within named debtor situated in the town of Warner and bounded as follows, Beginning at the northeasterly corner bounded of lot No seventeen on eighty acre lot joining on Bradford town line, from thence running by the easterly line of said lot South fourteen degrees east twenty seven rods to a stake & stones thence by land of Moses Collins South eighty five degrees west twenty three rods to a small beach tree, Thence by said Collins land Southerly fifty eight rods to a stake and stones in the South line of lot No seventeen thence by the line of said lot south eighty six degrees west seventeen and a half rods to a stake & stones in the line of land of David Begley thence by said Begleys land north fourteen degrees west eighty five rods to the north line of said lot, thence by the lot line easterly thirty seven and a half rods to the bound first mentioned containing about thirteen acres, and appraised the same at its just value, do, upon our oaths say that the same tract of land is of the value of fifty dollars and no more

Also we, the subscribers having carefully examined a tract of land shewn to us as the estate of the within named debtor situated in the town of Warner bounded and described as follows Beginning at a stake & stones on the north side of Melvins mill lot at the south westerly corner of land owned by Elisebeth Collins from thence running by the line of said mill lot south sixty nine degrees west eight rods to a stake and stones, thence South ten degrees east six rods to a stake & stones on the bank of Warner river thence westerly by the river nineteen rods to stumps and pile of stones thence North Eighteen degrees west twenty three rods to the north line of lot number fifteen on eighty acre lot in the first range from Bradford town line thence by said lot line North eighty six degrees east twenty six rods to a pine stump in the Northwesterly corner of the afore mentioned Elisebeth Collins corner thence by said Collins land south twenty nine degrees and forty minuits east nine rods and ten links to the place of beginning containing two acres & one hundred and thirty two square rods and appraised the same at its just value, do, upon our oaths say that the same tract of land is of the value of twenty one dollars and sixty seven cents and no more

Also we the subscribers heveing carefully examined a tract of land shewn to us as the estate of the within named debtor situated in the town of Warner bounded and described as follows, to wit: Beginning at the Northeasterly corner bound of the Mill lot occupied by Stephen C. Pierce thence by said Mill lot Westerly ten rods to a stake & stones thence by said Mill lot southerly about three rods to the highway leading from Waterloo Village to Bradford thence southwesterly by said highway Eighty six rods to a picked rock and stones in the South line of lot numbered sixteen in the first range of lots from Bradford town line thence North thirteen degrees west eighty six rods to the North line of said lot.

Continued

thence by the line of said lot north eighty six degrees east fifty seven rods to stake & stones thence south thirteen degrees east about fifteen rods to the place of beginning containing twelve and a half acres— and appraised the same at its just value, do, upon our oaths say that the same tract of land is of the value of thirty dollars and no more, and we have set off all of the above described tracts of land by metes and bounds as aforesaid in part satisfaction of the within execution

Also we the subscribers having carefully examined a certain tract of land shewn to us as the estate of the said debtor for the term of his natural life and no longer situate in the town of Warner aforesaid, and being a part of lot number sixteen on eighty acre lot in the first range of lots from Bradford town line bounded as follows beginning at a stake & stones in the southerly line of said lot by land of David Begley thence by said Begleys land North thirteen degrees west eighty six rods to the North side of said lot No. sixteen thence by the line of said lot North eighty six degrees east forty seven rods to a stake & stones thence south thirteen degrees east eighty six rods to a picked rock in the south line of the said lot thence by the line of the lot south eighty six degrees west forty seven rods to the place of beginning, containing twenty five acres- do upon our oaths say that the estate of the said debtor for the term of his life only in the said tract of land is of the value of sixteen dollars ~~and~~ fifty cents no more, and we have set off all the estate of said debtor therein to the creditor in full satisfaction of this execution and the fees and charges of levying the same,

Warner Nov 21th 1843

Henry H, Herriman
Daniel Savory
Noah T Andrews

Merrimack, ss, November 21, 1843 By directions of the creditor within named I have extended this execution upon the three tracts of land first above described and upon the estate of said debtor for his own life only in the tract of land last above described in manner following, to wit, On the 28th day of October 1843 I caused three appraisers to be appointed that is to say Henry H, Herriman appointed by myself Noah T, Andrews appointed by the creditor and Daniel Savory appointed by me for the debtor, the said Debtor having been notified and requested by me to appoint an appraiser, and having neglected to appoint any the said Henry H, Herriman Noah T Andrews and Daniel Savory being all decreet and disinterested men resident in the county who being duly sworn by a Justice of the Peace impartially, to appraise such real estate as should be shewn them as the estate of the debtor upon there oaths said that the three first above described tracts of land shewn to them as the estate of the said debtor was of the value of one hundred one dollars and sixty seven cents and no more, and that said debtors estate for the term of his life in the last above described tract of land was of the value of sixteen dollars and fifty cents and no more, and the said appraisers set off the several tracts of land above

203

Continued

described by metes and bounds as appraised at the above named sums in satisfaction of this Execution and my fees and charges and I have delivered seizin and possession of the said several tracts of land to the said creditor I therefore return this Execution satisfied in full

Fees

Notifying appraisers & defendant	$1,75	
2 days with appraisers	1,75	
Justice fees	51/100	
Making return		
Paid appraisers & surveyor	9,50	
Shumway	,84	Franklin Simonds Dep. Sheriff
Recorder	1,75	
	$17,10	

November 21. 1843. I This day received Seven and possession of the several tracts of land within described of Franklin Simonds Dep. Sheriff

Betsy Philbrick

Received and Recorded March 19. 1844.
Examined Mitchel Gilmore Jr. Recorder

Exon. John Heurd & als vs. Elijah Kidder Oct. T. Hills. 6. 1843

The State of New Hampshire.

Hillsborough ss.

To the Sheriff of any County of his Deputy.

L.S.

Whereas, John Heurd, Ezra C. Hutchins and John F. Skinner all of Boston in the County of Suffolk and Commonwealth of Massachusetts Traders & partners in trade Jointly doing business under the firm of Heurd Hutchins & Skinner, by the consideration of our Justices of our court of Common Pleas holden at Amherst in said County of Hillsborough on the Second Tuesday of April A.D. 1843. recovered Judgment against Elijah Kidder of New Bury in our County of Merrimack, Gentlemen, for the sum of six hundred forty two Dollars eighty six cents, and Cost taxed at twelve dollars Seventy Eight cents as appears of Record, whereof Execution remains to be done:

642. 86
12. 78
655. 64
,17

We command you therefore that of the Goods, Chattels or Lands of the said Debtor in your precinct, you cause to be levied and paid to the said Creditor the aforesaid sums with lawfull interest thereon, and 17 cents more for this Writ and your own fees. And in default thereof to arrest the said Debtor and commit him to Jail. And the keeper of such Jail is required to detain him in Custody until he pay the same with your fees or until he is discharged by the Creditor, or otherwise according to Law. And make return of this Writ, with your doings thereon, to said Court to be holden at Amherst, in said County upon the Second Tuesday of October next.

Witness Joel Parker Esq. the Twentieth day of April A.D. 1843.

P. Dodge, Clerk.

Continued.

Merrimack ss June 14th 1843.

On the fifth day of May 1843. I took on this Execution all the right in Equity of the within named Elijah Kidder of Redeeming the following described real Estate lying and situated in Newbury in said County - to wit, about three acres of land with the buildings thereon now occupied by said Kidder, bounded Easterly by the highway leading from Bradford to Newport - Southerly by John Morse Road, and Westerly and Northerly by land of Elijah Peasley -

Also one other piece of land - with the buildings situated thereon Consisting of Store now occupied by Daniel Carr. - Sheds, Barn &c. - And bounded Easterly by the River Southerly by land of Elijah Peasley - Westerly and northerly by the highway Containing about one third of one acre of land

Also one other piece of land with the buildings thereon, Containing about seven acres of land, and bounded northerly by John Morse Road - Easterly by the Highway leading the Newport Road to the Plain Road so called, and Southerly and Westerly by land of John Morse -

And on the same day I gave to the said Kidder (the debtor) in hand a notice in writing, that said Equity would be sold at public vendue at Lyman Brookway's Tavern in said Newbury on this fourteenth day of June at one O. Clock in the afternoon and on the same fifth day of May - I also gave publick notice of said time and place of sale by posting up notifications thereof in three public places in said Newbury - being more than thirty days previous to the time of sale - And on this fourteenth day of June 1843. - I sold said right in Equity to Hurd, Hutchins & Skinner (Samuel Jones being their Agent.) he being the highest bidder for the sum of two hundred dollars - from which sum of two hundred dollars after deducting my fees D. 6.38, there remains the sum of $193.62, I therefore return this Execution Satisfied in part only - to wit - for said sum of One hundred and ninety three dollars & sixty two cents and no more.

Fees - Service	.25
Travel	.15
Notifications of Sale	.75
Selling	1.00
Poundage	3.25
Deed	1.00
	$6.38

George Jones, D Sheriff -

Received and Recorded April 29. 1844.
Examined
Mitchel Gilmore Jr
Recorder

204

245

Exon. Parrot Marsh vs. Napoleon B. Connor Sept. T. 1844

The State of New Hampshire

Merrimack ss.

To the Sheriff of any County or his Deputy

Whereas Parrot Marsh of Merrimack in said County Esquire by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the third Tuesday of March Anno Domini 1844 recovered judgment against Napoleon B. Connor of said Merrimack Yeoman for the sum of one hundred & nineteen Dollars and eight cents and costs taxed at ten Dollars and seventy seven cents as appears of Record whereof Execution remains to be done

119.08
10.77
No. 129 85
17

We command you therefore, that the Goods, Chattels or lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid sums with lawful interest thereon and 17 cents more for this Writ and your own fees And make return of this Writ with your doings thereon to said Court. to be holden at Concord in said County upon the third Tuesday of September next

Witness Joel Parker Esquire the 6th day of April Anno Domini, 1844

S. C. Badger Clerk

Judgment rendered April 6th 1844

Merrimack ss. May 1th 1844 Then Daniel L Boyswell personally appeared and made oath that he would impartially appraise at its just value such real estate as should be shewn him as the Estate of the within named debtor to satisfy this Execution Before me L Smith Justice of the Peace

Merrimack ss. May 8 - 1844, Then personally appeared James Wallace William Bigsby and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the Estate of the within named debtor to satisfy this Execution Before me L Smith Justice of the Peace

We the subscribers having carefully examined a parcel of land shewn to us as the estate of the within named debtor being one hundred and thirty seven undivided three hundredth parts of the said debtors interest in the Putney farm so called in Warner in the County of Merrimack and State of New Hampshire consisting of Lots numbered forty and forty one in the second division of eighty acre lots in said town of Warner the said debtors interest therein being two undivided seventh parts parts of said lots and all the interest which Amos C Putney had in said lots as heir to his sister Lenry B. Putney deceased and Subsequently to her decease conveyed by him to the within named debtor all of which being subject to the Wid. Elisabeth D. Putneys right of Dower in said lots and appraised the same at its just value do upon our oaths say that said one hundred and thirty seven undivided three hundredth parts of the said debtors interest in said lots as aforesaid is of the value of one hundred and thirty seven dollars and no more

Continued.

and we have set off the same undivided for that sum to the creditor within named in satisfaction of this Execution and the fees and charges of levying the same

David L Cogswell
James Wallace
W. Creesey

Warner May 29th 1844

Merrimack ss, May 29 1844, By directions of the creditor within named I have extended this Execution upon the above described real estate of the debtor within named in Warner following, to wit, on the first day of May instant I caused an appraisal to be appointed David L. Cogswell by myself he being a discreet and disinterested man resident in said County of Merrimack who was on the same day duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown him as the estate of the said debtor and on this twenty ninth day of May 1844, I caused two others appraisers to be appointed that is to say James Wallace by the creditor within named and William Creesey appointed by me for said debtor, the said debtor not residing within this County nor within twenty miles of the property to be appraised both being discreet and disinterested men residents in said County who were at the same time duly sworn by a justice of the peace impartially to appraise such real Estate as should be shown them as the Estate of the within named debtor and they upon there oaths said that the aforesaid real estate of the said debtor was of the value of one hundred and thirty seven dollars and no more and the said appraisers there upon set off the same undivided for that sum to the creditor within named in satisfaction of this execution and my fees and charges, and I have delivered seizin and possession of the said real estate so set off as aforesaid to the said creditor I therefore return this Execution satisfied in full

Fees Travel	0.50	
Service	0.25	
Poundage	2.50	
Charges paid Justice	0.34	Wm P. Creesey Deputy Sheriff
Appraisers	1.50	
Register	1.00	
	5.99	

Warner May 29. 1844, I this day received seizin & possession of the above described tract of land by Wm P. Creesey Deputy Sheriff

Perrott Marsh by his Atty
L. Smith

Received and Recorded June 17. 1844
Examined

Mitchell Gibson Jr.
Recorder

206

207 Eyon Daniel Connor vs. Napoleon Connor Sept. T. 1844

The State of New Hampshire

Merrimack ss,

To the Sheriff of any County or his Deputy

L L Whereas Daniel Connor of Henniker in said County Yeoman by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the third Tuesday of March Anno Domini 1844, recovered judgment against Napoleon B. Connor of said Henniker Yeoman, for the sum of Sixty three Dollars and fifty Seven cents and costs taxed at ten Dollars and seventy seven cents as appears of Record whereof Execution remains to be done

63.57
10 77
$ 74.34
17

We command you therefore that the Goods, Chattels or Lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid sums with lawful interest thereon and 17 cents more for this Writ, and your own fees, And make return of this Writ, with your doings thereon, to said Court, to be holden at Concord in said County upon the third Tuesday of September next Witness Joel Parker Esq. the 6th day of April Anno Domini, 1844,

S. C. Berdger Clerk

Judgment rendered April 5th 1844

Merrimack ss. May 1, 1844, Then Daniel L Cogswell personally appeared and made oath that he would impartially appraise at its just value such real estate as should be shewn him as the estate of the within named debtor to satisfy this Execution, Before me L Smith Justice of the Peace

Merrimack ss, May 6th 1844 Then personally appeared Jonas Wallace and William Cressy and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named debtor to satisfy this Execution Before me L Smith Justice of the Peace

We the subscribers having carefully examined a parcel of land Shewn to us as the estate of the within named debtor being eighty undivided three hundredth parts of the said debtors interest in the Putney farm so called, in Warner in said County of Merrimack consisting of lots numbered forty and forty one in the second division of eighty acre lots in said town of Warner the said debtors interest therein being two undivided seventh parts of said lots, and all the interest which Amos B Putney had in said lots as heir to his Sister Lauren B Putney deceased and subsequently to her deceased by him conveyed to the debtor within named all of which being subject to the Wid. Elisabeth D Putneys right of dower in said lots and appraised the same at its just value do upon our oaths say that the said eighty undivided three hundredth parts of the said debtors interest in said lots as aforesaid is of the value of eighty dollars and no more and we have set off the same undivided for that same

Continued

to the creditor within named in satisfaction of this Execution and the fees and Charges of levying the same

David L Bogswell
Jonas Wallace
W O Cressy

Warner May 29th 1844,

Merrimack ss, May 29. 1844, By directions of the creditor within named I have extended this Execution upon the above described real estate of the debtor within named in Warner following to wit, on the first day of May instant I caused an appraisal to be appointed David L Bogswell by myself, he being a discreet and disinterested man resident in said County of Merrimack who was on the same day duly sworn by a Justice of the peace impartially to appraise such real estate as should be shewn him as the estate of the said debtor. And on this twenty ninth day of May 1844 I caused two other appraisers to be appointed that is to say Jonas Wallace by the creditor within named and William Cressy appointed by me for said debtor the said debtor not residing within this County nor within twenty miles of the property to be appraised both being discreet and disinterested men residents in said County who were at the same time duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shewn them as the estate of the within named debtor and they upon their oaths said that the aforesaid real estate of the said debtor was of the value of eighty dollars and no more and the said appraisers thereupon set off the same undivided to the creditor within named for that sum in satisfaction of this execution and my fees and Charges And I have delivered seisin and possession of said real estate so set off as aforesaid to the said creditor, I therefore return this Execution satisfied in full

Fees. Travel	$0.80
Service	0.28
Poundage	1.95
Charges paid Justice	0.34
Appraisers	1.50
Register	1.00
	$5.12

William P Cressy Dept Sheriff

Warner May 29. 1844 I this day received seisin and possession of the above described tract of land by W. P. Cressy Dep Sheriff
David Connor By his Atts L Smith

Received & Recorded June 17, 1844,
Examined

Mitchel Gilmore, Recorder

208

No 9

The State of New Hampshire

Merrimack ss,

To the Sheriff of any County or his Deputy

Whereas, William Connor of Hennikee in said County Yeoman by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the third Tuesday of March Anno Domini 1844 recovered Judgment against Napoleon B Connor of Hennikee aforesaid Yeoman for the sum of two hundred and thirty eight Dollars and five cents and costs taxed at ten dollars and seventy seven cents as appears of Record whereof Execution remains to be done We commend you therefore, that the Goods Chattels or Lands of the said debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid sums with lawful interest thereon and 91 cents more for this Writ and your own fees And make return of this Writ with your doings thereon to said Court to be holden at Concord in said County upon the third Tuesday of September next Witness Joel Parker Esq, the 6th day of April Anno Domini 1844

238.. 05
10.. 77
248 .. 82
91

S C Eldridge Clerk

Judgment rendered April 5th 1844,

Merrimack ss. May 18, 1844 Having in my hands the sum of one hundred and seventy six dollars and thirty cents being the surplus of the proceeds of sale of our equity of redemption, this day sold by me on an execution in favor of Robert B Eaton against the within named debtor over and above what is sufficient to discharge the last mentioned execution. I have applied of the said surplus the sum of one hundred and seventy three dollars and twenty nine cents in part Satisfaction of this Execution and the remainder thereof three dollars and one cent I have returned for my fees

Fees Poundage 88.. 01

William Kneeland Dep Sheriff

Merrimack ss, May 18th 1844, Then Daniel L Cogswell personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named debtor to satisfy this execution

Before me L Smith Justice of the Peace

Merrimack ss, May 20th 1844. Then Jonas Wallace and William Kneeland personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named debtor to satisfy this Execution Before me L Smith Justice of the Peace

We the Subscribers having carefully examined a parcel of land shewn to us as the estate of the within named debtor being eighty three undivided three hundredth parts of the said debtors interest in the Putney farm so called in Warner in said County of Merrimack consisting of lots numbered forty and forty one in the second division of eighty acre lots in said town of Warner the said debtors interest being two undivided seventh parts of said lots and all the interest which Amos E Putney had in said lots as their

to his Sister Lavinea B Putney deceised and subsequently to her deceased by him conveyed to the debtor within named all of which being subject to the Wid. Elisabeth D Putneys right of Dower in said lots and appraised the same at its just value do upon our oaths say that the said eighty three undivided three hundredth parts of the said debtors interest in said lots as aforesaid is of the value of eighty three dollars and no more and we have set off the same for that sum to the creditor within named in satisfaction of the balance of this execution and the fees and Charges of levying the same

David L Cogswell
Joneas Wallace
W. Cressy

Warner May 29th 1844

Merrimack ss. May 29, 1844 By the direction of the creditor within named I have extended this execution upon the above described real estate of the debtor within named in manner following to wit, on the first day of May instant I caused an appraiser to be appointed David L Cogswell by myself he being a discreet and disinterested man resident in said County of Merrimack who was on the same day duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shewn him as the estate of said debtor and on this twenty ninth day of May 1844 I caused two other appraisers to be appointed that is to say Joneas Wallace by the creditor within named and William Cressy appointed by me for said debtor the said debtor not residing within this County nor within twenty miles of the property to be appraised both being discreet & disinterested men residents in the County aforesaid who were at the same time duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shewn them as the estate of the within named debtor and they upon there oaths said that the aforesaid real estate of the said Debtor was of the value of eighty three dollars and no more and the said appraisers thereupon set off the same undivided for that sum to the creditor within named in satisfaction of the ballance of this execution and my fees and Charges And I have delivered seisin and possession of the said real estate to set off as aforesaid to the said Creditor I therefore return this execution satisfyed in full

Fees Travil 0..80
services 0..68
Poundage 1..80
Charges Paid Justice 0..34
Appraisal ..80
Register 1..00
$5..17

William Cressy Dept Sheriff

Warner May 29, 1844 I this day received seisen & possession of the above described tract of land by W. Cressy Dept Sheriff
William bonnoi By his Att L Smith

Received & Recorded June 17, 1844
Examined
Mitchel Gibson jr Recorder

210

211

Expn. Stephen Bates vs. James Wilson Sept. S. 1844

The State of New Hampshire

Merrimack ss.

To the Sheriff of any County or his Deputy

LS

Whereas Stephen Cates of Pembroke in our County of Merrimack Baker by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the third Tuesday of March Anno Domini 1844 recovered Judgment against James Wilson of Pembroke aforesaid Trader

118.. 84
15.. 76
134.. 06
19
154,83

for the sum of one hundred and eighteen Dollars and thirty four cents and costs taxed at fifteen Dollars and seventy two cents as appears of record whereof Execution remains to be done We Command you, therefore that the goods Chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor the aforesaid sums with lawful interest thereon and seventeen cents more for this writ and your own fees And make return of this writ with your doings thereon to said Court to be holden at Concord in said County upon the third Tuesday of September next Witness Joel Parker Esq the Sixth day of April Anno Domini 1844

S. C. Badger Clerk

Judgment rendered April 5, 1844

Merrimack ss. April 22, 1844, on the seventeenth day of April 1844 I took as property of the within named debtor James Wilson the same having been attached on mesne proces two pews numbered 5 & 26 in the Congregational Meeting house in Pembroke in said County and also the said Wilson right & interest to the organ therein and on the same day I advertised the said pews and organ for sale at the store lately occupied by said Wilson in Pembroke in said County on the 22nd day of April 1844 at four o'clock P. M. by posting up ~~Bills~~ Notices of the said time and place of sale at the Inn of J. M. Jackman and the Store of Noyes & Martin two of the most public places in said Pembroke and on the said 22nd day of April 1844 I sold said Pew No. 5. to Sarah Emery for $22 and Pew No. 26 to Stephen Bates $5.75 and the right and interest in said Organ to Edwin Kimball for $7.75 amounting in ~~all~~ the whole to thirty five dollars and fifty cents which I have applied in part satisfaction of this execution. Benjamin Jenness D. Sheriff

Merrimack ss. May 23. 1844 I have received the above sum of said Benjamin Jenness. D. Sheriff. being thirty five dollars fifty cents Stephen Bates. Merrimack ss. April 23. 1844 Then Jeremiah H. Wilkins, John Tennant, & Herman A. Osgood personaly appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution Before me

Aaron Whittemore Jr Justice Peace

Continued.

Appraisers Certificate — We the subscribers having carefully examined a tract of land shewn us as the estate of the within named debtor situated in Allenstown in said County of Merrimack, containing seven acres and one hundred and nineteen rods, part of the Kittredge lot so called, and bounded beginning at a stake and stones standing thirty nine rods Southerly from the range line between the 3d & 4th ranges and on the Eastern line of land of Joseph Knox, thence South about thirty six degrees west by said Knox's land forty one rods to a stake and stones — thence South 68° East thirty one rods to a stake and stones, thence north about thirty six degrees East by land of the Chelmsford Glass Company formerly owned by Moses Haselton forty one rods to a stake and stones, thence North 68° west thirty one rods to the place of beginning, and appraised the same at its just value, do upon our oaths say that the same tract of land is of the value of one hundred and twelve dollars and ninety cents, and no more, and we have set off the same land as above described by metes and bounds as aforesaid in part satisfaction of this Execution.

May 22, 1844.

Jeremiah H. Wilkins
John Semmant
Herman A. Osgood
} appraisers

Return,

Merrimack ss, May 22, 1844. By direction of the Creditor within named I have extended this Execution upon the tract of land above described in manner following to wit, on the 22 day of April 1844 & then I caused three appraisers to be appointed that is to say Herman A. Osgood by the Creditor within named, Jeremiah H. Wilkins by the debtor within named and John Semmant by myself, the said Jeremiah H. Wilkins John Semmant and Herman A. Osgood being all discreet and disinterested men resident in the County who being duly Sworn by a Justice of the Peace impartially to appraise such real estate as should be shewn them as the Estate of the debtor, upon their oaths say that the above described tract of land shewn them as the Estate of said debtor was of the value of one hundred and twelve dollars and ninety cents and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees, and I have delivered seizen and possession of the said tract of land to the said Creditor. I therefore return this Execution satisfied in full.

Benjamin Jones jr. D. Sheriff.

Fees —	Service	23
	travel	60
	Poundage	2,59
Charges	Notifying parties	1,00
	Notifying appraisers	1,00
Paid	Justice fees.	50
	Survey of lots	1,50
	appraising	3,00
	Recording	1,00
	Officers attendance & returns	2,00
	Expenses	75
		$14,17

May 22, 1844. I have this day received seizen and possession of the above described tract of land by Benjamin Jones jr. D. Sheriff

Stephen Bates.

Received and Recorded June 13, 1844.

Examined

Mitchel Gilmore Jr.
Recorder

212

Ejn. Trueworthy Dudley vs. James Wilson, Sept. T 1844.

The State of New-Hampshire.

Merrimack ss.

To the Sheriff of any County or his Deputy.

L.S.

Whereas, Trueworthy Dudley of Pembroke in said County, Husbandman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack, on the third Tuesday of March, Anno Domini 1844, recovered Judgment against James Wilson of said Pembroke Esquire, for the sum of one hundred & thirty four dollars and seven cents and costs taxed at nine dollars and ninety two cents, as appears of Record, whereof Execution remains to be done:

134.70
9.92
144.62
17
144.79

We command you, therefore, that the Goods, Chattels, or Lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees and make return of this writ, with your doings thereon, to said Court, to be holden at Concord, in said County, upon the third Tuesday of September next. Witness, Joel Parker, Esq., the 9th. day of April Anno Domini, 1844.

S. C. Badger, Clerk.

Judg't. rendered April 5th. 1844.

Merrimack ss. May 17th. 1844. Having in my hands the sum of fifty three dollars and eighty cents. being the surplus of the proceeds of an equity of redemption sold by me on the said 17th. day of May 1844. over and above what was necessary to discharge the prior execution of Solomon Whitehouse & Sarah Emery against James Wilson. I have applied the said sum of fifty three dollars and eighty cents in part satisfaction of this execution.

Benjamin Jennes D. Sheriff

Merrimack ss. May 22. 1844. Received of Benjamin Jennes D. Sheriff the above sum of fifty three dollars eighty cents.

Trueworthy Dudley.

Merrimack ss. April 22. 1844. Then Aaron Whittemore jr., Jeremiah H. Wilkins & John Tennant personal appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this Execution.

Sworne to before me, Cogswell Dudley, Justice of the Peace.

(Appraisers Certificate.)

We the subscribers, having carefully examined a tract of land shewn to us as the estate of the within named debtor situated in Allenstown in said County of Merrimack, containing seven acres and fifty seven rods, part of the Kittredge Lot so called, and bounded, begining at a stake and stones on the range line between the third and fourth ranges- thence south about 36° west by land of Joseph Knox thirty nine rods to a stake and stones- thence south 68° east thirty one rods to stake and stones thence north about 36° east by land of the Chelmsford Glass Company & formerly owned by Moses Haseltine, thirty one rods to a stake and stones on said range line- thence westerly on said range line thirty one rods to the place of begining, and appraised the same at its just value, do, upon our oaths say, that the

Continued

Same tract of land is of the value of one hundred and eleven dollars and two cents, and no more, and we have set off the same land by metes and bounds as aforesaid in satisfaction of the balance of the within execution.

May 22. 1844.

Aaron Whittemore, Jr.
Jeremiah H. Wilkins
John Tennant } Appraisers

Return.

Merrimack ss. May 22. 1844. By direction of the creditor within named. I have extended this execution upon the tract of land above described in manner following, to wit: on the 22nd day of April 1844. & then I caused three appraisers to be appointed, that is to say, Aaron Whittemore, Jr. by the creditor within named, Jeremiah H. Wilkins by the debtor within named and John Tennant by myself, the said Aaron Whittemore, Jr. Jeremiah H. Wilkins and John Tennant being all discreet and disinterested men, resident in the County, who being duly sworn by a Justice of the Peace, impartially to appraise such real estate as should be shewn them as the estate of the debtor upon their oaths say that the above described tract of land shown them as the estate of said debtor was of the value of one hundred and eleven dollars and two cents, and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfac of this execution and my fees and I have delivered seizen and possession of the said tract of land to the said creditor. I therfore return this execution satisfied in full.

Benjamin Jenness D. Sheriff.

Fees. Service, .23
Travel .60
Bondage 2.70
Charges paid Justice .50
" appraisers 6.00
" Surveyor 2.00
Notifying Parties 1.00
Notifying Appraisers, 1.50
Recording 1.50
Officers attendance & Return, 2.00
Expenses, .75
$18.78

May 22. 1844. this day received seizen and possession of the above described tract of land by Benjamin Jenness, Deputy Sheriff.

Trueworthy Dudley.

Received and Recorded June 13th. 1844.

Examined,
Mitchel Gilmore, Jr. Recorder.

214

Exn. Pathan Towle vs. James Wilson. Sept. T 1844.

The State of New-Hampshire.

Merrimack, ss.

L. S.

To the Sheriff of any County or his Deputy,

Whereas, Pathan Towle of Pembroke in our County of Merrimack, yeoman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack, on the third Tuesday of March Anno Domini, 184 . recovered Judgment against James Wilson of Pembroke aforesaid, Trader, for the sum of two hundred and fifty six dollars and twenty two cents, and costs taxed at nineteen dollars and thirty nine cents, as appears of Record, whereof Execution remains to be done: We command you, therefore that the Goods, Chattels, or Lands of the said Debtor in your precinct, you cause to be levied and paid to the said Creditor the aforesaid sums, with lawful interest thereon and seventeen cents more for this writ, and your own fees, and make return of this writ, with your doings thereon, to said Court, to be holden at Concord in said County, upon the third Tuesday of September next. Witness, Joel Parker, Esq., the sixth day of April, Anno Domini, 1844.

256.22
19.39
275.61
275.78

H. C. Badger, Clerk.

Judg't. rendered April 5. 1844.

Justices Certificate.

Merrimack ss. April 22. 1844. Then Jeremiah H. Wilkins, John Pennant and Herman A. Osgood personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named debtor, to satisfy this execution.

Before me. Aaron Whittemore, Jr. Justice Peace.

Appraisers, Certificate.

We the subscribers having carefully examined certain tracts of land shewn us as the estate of the within named debtor, situated and bounded as follows: A certain tract or piece of land situated in Allenstown in said County of Merrimack containing five acres and fifty eight rods, part of the Kittredge lot, so called, and bounded - beginning at a stone set up at the southeasterly corner of Joseph Knop's land - thence south 66° east by William Parkers land thirty one rods to a stake and stones - thence north about 36° east by land of the Chelmsford Glass Company thirty nine rods to a stake and stones - thence north 68° west thirty one rods to a stake and stones - thence south about 36° west by said Knop's land twenty eight rods to the place of begining. Also another piece of land situated in Hooksett in said County containing ten acres, part of lot 135 in the 5th. division and bounded - begining at a pine tree, marked, at the north easterly corner of said lot - thence westerly by the dividing line between said towns of Hooksett and Allenstown about eighteen rods to a stake and stones - thence south 24° west ninety rods to a stake and stones - thence south 68° east eighteen rods to a stake and stones - thence north about 24° east ninety rods to the place of begining. Also another piece of land situated in said

Continued.

Allenstown, containing four acres and seventy four rods, called the Williams lot, and bounded, beginning at the southwesterly corner of William Parkers land, called the Ledge lot- thence south 66½ east about ninety six rods to an oak tree marked- thence south 36° west nine rods and two links to an oak tree marked- thence north about 24½° west about ninety six rods to a stake and stones- thence north about thirty six degrees east six rods to the place of begining, and appraised the same at its just value, do, upon our oaths say, that the same pieces or tracts of land are of the value of two hundred seventy nine dollars and three cents and no more; and we have set off the same land by metes and bounds as aforesaid in satisfaction of the balance of this execution.

May 23. 1844.

Jeremiah H. Wilkins,
Herman A. Osgood,
John Tennant. } Appraisers

Return.

Merrimack ss. May. 23. 1844. By direction of the Creditor within named, I have extended this execution upon the land above described, in manner following, to wit: I caused three appraisers to be appointed, that is to say, Herman A Osgood by the Creditor within named, Jeremiah H. Wilkins by the debtor within named and John Tennant by myself- the said Hermon A. Osgood, Jeremiah H. Wilkins and John Tenant being all discreet and disinterested men, resident in the County, who being duly sworn by a Justice of the Peace, (on the 22nd day of April, last, as by the above Certificate,) impartially to appraise such real estate as should be shewn them as the estate of the debtor, upon their oaths said, (as by their Certificate above,) that the above described tracts of land shown them as the estate of the debtor, was of the value of two hundred seventy nine dollars and three cents, and no more; and the said appraisers set off the same land by metes and bounds as aforesaid, at that sum in satisfaction of the balance of this execution and my fees and I have delivered seizen and possession of the same land to the said Creditor. I therefore return this execution satisfied in full.

Benjamin Jennes D. Sheriff.

Fees. Service, .28
Travel, .60
Poundage, 4.01
Charge notifying parties, 1.00
notifying appraisers, 1.50
Justices fee, .50
Notifying Surveyor, .50
Paid Surveyor fees, 8.00
" Appraisers, — 6.00
Charges Recording, 1.00
" officers attendance, 1.50
" Expenses, 1.00
" Return, .75
$21.59

May 23. 1844. I have this day received seizen and possession of the above described tracts of land by Benjamin Jennes, Deputy Sheriff.
Nathan Towle.

Merrimack ss. April 22. 1844. Received for two yearling steers attached on the writ in this suit twenty dollars twenty five cents in part satisfaction of this execution,
Benjamin Jennes D. Sheriff.

216

April 22. 1844. Received the above of B. Jennes D. Sheriff.
Nathan Towle.

Received and Recorded, June 13. 1844.
Examined. Mitchel Gilmore, jr. Recorder.

Exn. John P. Lyman vs. James Underwood. Sept. T. 1844.

The State of New Hampshire.
Merrimack ss.

L. S.

To the Sheriff of any County or his Deputy,

Whereas, John P. Lyman of Portsmouth in our County of Rockingham, Merchant, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack, on the third Tuesday of march, Anno Domini 1844. recovered Judgment against James Underwood of Pittsfield in said County, Yeoman, for the sum of two hundred & seven dollars and twenty cents, and costs taxed at twenty one dollars and sixteen cents, as appears of Record, whereof execution remains to be done: We command you, therefore, that the Goods, Chattels, or Lands of the said debtor, in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees, and in default thereof, to arrest the said debtor, and commit him to the Jail; and the Keeper of such Jail is required to detain him in custody until he pay the same, with your fees, or until he is discharged by the creditor, or otherwise according to law. And make return of this writ, with your doings thereon, to said Court, to be holden at Concord, in said County, upon the third Tuesday of September next. Witness, Joel Parker, Esq., The 23d. day of April, Anno Domini, 1844.

207.20
21.16
228,.36
17

S. C. Badger. Clerk.

Judgt. rendered April 5. 1844.
Merrimack ss. April 30th. 1844. Then John L. Thorndike, Reuben T. Leavitt and Nathan Page personally appeared and affirmed that they would faithfully and impartially appraise such lands and tenements as should be shown to them as the estate of the within named James Underwood, to satisfy the within execution.

Before me. Chas H. Butters, Jus. Peace.

We the subscribers having carefully and attentively examined a tract of land shewn to us as the estate of the within named James Underwood, situated in Pittsfield and bounded as follows. viz: beginning at stake & stones on the road near said Underwoods shop running north six degrees east ten rods & fifteen links to stake & stones to land of Daniel Durgin; thence running on said Durgins line south thirty five degrees west, fifteen rods to stake & stones - thence running south forty four degrees east three rods & six & a half links to the road leading by said Underwoods - thence running north sixty nine degrees east seven rods & twenty links on said road to the first mentioned bounds,

Continued.

containing about half an acre more or less, with the buildings thereon. we upon our oaths say, that the same tract of land with the buildings thereon is of the value of two hundred and forty dollars & thirty nine cents and no more: and we have set off the same land and buildings thereon by metes & bounds as aforesaid in satisfaction of the within Execution.

May 10th. 1844.

Jno. L. Thorndike.
R. T. Leavitt.
Nathan Page.

Merrimack ss. May 10th. 1844. In pursuance of the direction of John P. Leyman's Attorneys, Morris & Butters, I have extended the within Execution upon the tract of land with the buildings thereon above described, in the manner following, viz: I caused three appraisers to be chosen, John L. Thorndike by the creditor's attorneys within named, Reuben T. Leavitt by myself and Nathan Page who was also chosen by myself for the said James Underwood, the debtor within named, he having been duly notified and requested by me to choose an appraiser, and having refused and neglected so to do. The said John L. Thorndike, Reuben T. Leavitt and Nathan Page being all disinterested persons and resident in the County of Merrimack, who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shewn to them as the estate of the aforesaid debtor, upon their oaths said that the above described tract of land with the buildings thereon shewn to them as the estate of the aforesaid debtor was of the value of Two hundred and forty dollars & thirty nine cents and no more: and the said appraisers set off the same land with the buildings thereon by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees, and I have delivered possession and seisin of the said tract of land with the buildings thereon to the said John P. Leyman's Attorneys. I therefore return this Execution fully satisfied as aforesaid.

John T. Tucker Dept. Sheriff.

Fees. Service,	.23	
Notifying debtor,	.50	
Travel	.10	
Notifying appraisers,	.75	
Travel,	.45	
Paid appraisers,	3.00	
Paid for administering oath,	.25	
" " recording,	.50	
Attendance & expenses setting off,	1.00	
Travel	.25	
Giving seisin and possession,	.25	
Travel	.10	
Poundage,	.53	
	$10.51 ct.	

Interest on Execution, 1.35

May 10. 1844. This may certify that I as the attorney of the within named John P. Leyman, have this day received full possession and seisin of the above described premises by John T. Tucker. Deputy Sheriff.

Chas. H. Butters.

Received and Recorded June 6th. 1844.

Examined,

Mitchel Gilmore, Jr.
Recorder.

218

219

Cyn. Peter Hook vs. Thomas Drake Sept. S. 1844.

The State of New Hampshire.

Merrimack ss.

To the Sheriff of any County or his Deputy,

L.S.

Whereas- Peter Hook of Chichester in said County, Husbandman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack, on the third Tuesday of March Anno Domini, 1844 recovered Judgment against Thomas Drake of Chichester aforesaid, Husbandman, by the name of Thomas Drake 2d. for the sum of one hundred and sixty four dollars and ninety four cents and costs taxed at twelve dollars and fifteen cents as appears of Record, whereof Execution remains to be done;

$164.94
12.15
177.09
17

We command you therefore that of the goods chattels or Lands of the said Debtor, in your precinct you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon, and seventeen cents more for this Writ, and your own fees, and in default thereof, to arrest the said Debtor and commit him to the Jail; and the keeper of said Jail is required to detain him in Custody until he pay the same, with your fees; or until he is discharged by the Creditor, or otherwise according to Law.

And make return of this Writ, with your doings thereon to said Court, to be holden at Concord, in said County upon the third Tuesday of September next.

Witness - Joel Parker, Esqr. the Eighth day of April Anno Domini 1844.

S. C. Badger - Clerk

Judgt. rendered April 5, 1844.

Merrimack ss. April 30, 1844. By virtue of the within Execution I this day attached all the right in Equity which the within named Thomas Drake had on the 22d. day of February A.D. 1844 to redeem the following described real Estate situate in Chichester in the County of Merrimack & State of New Hampshire, to wit, a piece or parcel of land with the buildings thereon, bounded northerly by the range road so called, easterly by land of Nathan Saunders & the road leading & the road leading to James Davis, southerly by the range way which separates it from land of William Swain and westerly by land of Joshua Land, William Lake and Orman Davis and Road leading by said Drakes house on said premises, and containing seventy acres be the same more or less, and on the same day I gave notice that I would sell the same at public auction on the premises on Saturday the first day of June then next at two of the clock in the afternoon, by posting up notices of said time and place of sale at two of the most public places in said Chichester, and on the same day gave a like notice to Hasea B. Knowlton Administrator of the Estate of said Thomas Drake who had deceased since the rendition of the Judgment on which said Execution issued & left a like notice at the house of said deceased in said Chichester on said premises; and on said first day of June, I attended

Continued

at said time & place specified in said notices & then & there at the request of said Hasea B. Knowlton Administrator, I adjourned said Sale to the eighth day of June 1844 then instant at two O. clock in the afternoon on the premises, notice of which adjournment was given by posting notices thereof in two of the most public places in said Chichester, in the same manner as the notices of the Sale had been posted, and on the said eighth day of June 1844. pursuant to said adjournment. I offered said Equity of redeeming said Premises for Sale at public auction at two o'clock in the afternoon on the premises and sold the same to Peter J. Hook for ninety five dollars & fifty five cents, he being the highest bidder, from which sum I have deducted my fees and charges amounting to Eleven dollars & nine cents and the ballance thereof being the sum of Eighty four dollars and forty six cents I have applied in satisfaction of the ballance due upon the within Execution, and I therefore return the same fully satisfied —

Fees — Levy	,23
Travel & notifying Administrator	25
advertising —	75
Travel	25
Attending Sale	1,00
Adjourning Sale & advertising adjt	1,50
Bonndage	1,94
attending adjt & selling property	2,00
Deed & seal	1,17
Pd Clerk of Sale	,50
Recording Expon & Ret,	1,50
	$11,09

Robert Knox D. Sheriff —

Received and Recorded August 17, 1844

Examined

Mitchell Gibbons Jr,

Recorder,

220

221

Exn Joseph Gregg. vs. Concord Bank Sept. S. 1844.

Lis

The State of New Hampshire.

Merrimack ss.

To the Sheriff of any County or his Deputy.

Whereas. Joseph Gregg of New Boston in our County of Hillsborough, Yeoman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the third Tuesday of March Anno Domini 1844 recovered Judgment against the President, Directors and Company of the Concord Bank, a Corporation duly Established by Law at said Concord.

$136.12 For costs taxed at one hundred and thirty six Dollars
17 and twelve cents as appears of Record, whereof Execution remains
int 34 to be done
136,63

We command you, therefore, that the goods, Chattels or Lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor, the aforesaid Sums, with lawfull interest thereon and Seventeen cents more for this Writ, and your own fees. And make return of this Writ, with your doings thereon to said Court, to be holden at Concord in said County upon the third Tuesday of September next,

Witness, Joel Parker Esq. the tenth day of April Anno Domini 1844.

S. C. Badger Clerk.

Judgt rendered April 5. 1844.

Merrimack ss. April 10. 1844. Then Samuel Colcord and George Minot personally appeared and made Oath that they would impartially appraise at its Just Value such Real Estate as Should be Shown them as the Estate of the within named debtors to Satisfy this Execution, Before me—

Richard Pinkham, Jus Peace,

Merrimack ss. April 24. 1844. Then Hall Burgin personally appeared and made Oath that he would impartially appraise at its just value such real estate as Should be Shown him as the Estate of the within named Debtors to Satisfy this Execution— Before me,

Richard Pinkham, Jus. Peace

We the Subscribers having carefully examined a lot of Land situate in Pembroke in said County of Merrimack known by the name of the Buck Street Mill Previleges on the Easterly Side of the Suncook River with the Shed & remains of old building thereon with the Mill Yard and all the previleges and appurtenances to the same belonging Shown to us as the Estate of said Debtors do upon our Oaths Say that in our Judgment the said real Estate cannot be divided and set out by Metes and bounds without greatly impairing the value of the whole and that Seven tenth parts undivided of said real estate is of the value of one hundred and fifty six dollars and no more, and we have thereupon set off to said Creditor Seven tenth parts of said Lot Mill Yard, Shed & remains of old Mills previleges and appurtenances in full

Continued

Satisfaction of this Execution and the fees and charges of Levying the Same —

April 24, 1844.

Samuel Cofran
Geo. Minot
Hall Burgin

Merrimack ss, April 24th 1844. By direction of the creditor within named I have extended this Execution upon the tract of land and Mill Priviledge above described in manner following, to wit, On the tenth day of April A.D. 1844. I caused two appraisers to be appointed, to wit, Samuel Cofran by the Creditor and George Minot by myself both discreet and disinterested men Resident in said County who were on the same day duly sworn by a Justice of the Peace impartially to appraise such Real Estate as should be shown them as the Estate of the within named debtors and on the next day I Notified and requested the said Corporation to appoint an appraiser on or before the 24th day of April 1844, being the time appointed for completing said Levy, being more than ten days before said 24th day of April and the said debtors appointed Hall J Burgin who being a discreet and disinterested man Resident in said County who was duly sworn by a Justice of the Peace impartially to appraise such Real Estate as should be shown him as the Estate of said debtors and the said Samuel Cofran George Minot & Hall Burgin upon their oaths said that seven tenth parts (undivided) of the above described tract of land and Mill Previlege shewn them as the Estate of said debtors was of the Value of One hundred and fifty six Dollars and no more, and the said appraisers set off said Land and Mill previlege as above at that sum in full Satisfaction of this Execution and my fees. And I have delivered seizen and possession of the said tract of Land and Mill previlege to the said Creditor, & therefore return this execution satisfied in full,

Fees — Service		93
travel		65
my time with appraisers	2.	25
ascertaining bounds		63
Journey to Pembroke to complete Levy	3.	00
Justice fees —		25
Poundage	2.	61
Recording		75
Appraisers fees	4.	00
	$ 19.	37

Richard Pinkham. Sheriff

Merrimack ss. April 24. 1844. This day received seizen and possession of the above described Mill Previlege and appurtenances thereto belonging, of Richard Pinkham Sheriff —

Joseph Gregg —

Received & Recorded September 11. 1844.

Examined Mitchel Gilmore D. Register

222

223

Cpn. Matthew N. Brown. vs. George Johnston Sept. T. 1844.

L.S.

The State of New Hampshire

Merrimack ss.

To the sheriff of any County or his Deputy

Whereas, Matthew N. Brown of Concord in said County Yeoman, by the consideration of our Justices of our Court of Common Pleas holden at in said County of Merrimack on the third Tuesday of march Anno Domini 1844 recovered judgement against George Johnston of Cambridge in the County of Middlesex and Common Wealth of Massachusetts Labourer for the sum of twenty six Dollars and ~~twelve~~ nine cents and costs taxed at twelve Dollars and ten cents as appears of Record whereof execution remains to be done. We command you. therefore that the goods & chattels. or Lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid sums. with Lawful interest thereon and 17 cents more for this Writ. and your own fees ~~more~~ and in default thereof. to arrest said Debtor and commit him to the Jail. and the keeper of such Jail is required to detain him in custody untill he pay the same with your fees or until he is discharged by the Creditor. or otherwise according to Law.

And make return of this writ with your doings thereon to said Court to be holden at Concord in said County upon the third Tuesday of September next

Witness

Joel Parker Esq the 18th day of April Anno Domini 1844

I C. Badger Clerk

Judgt rendered April 5th 1844

	26.09
	12.10
	38.19
	17
	38.36
interest	28
	38.64

Merrimack ss. April 22nd 1844. I have taken all the right in equity which the within debtor had of redeeming (on the first day of May A.D. 1843 when the same was attached on the original writ in this Suit.) a certain tract of land situate in Canterbury in said County and bounded as follows, to wit, his interest in the forty acre Lot numbered one hundred and Eighty four in the first division of lots in said Town of Canterbury. belonging to the original right of Eleazer Buswell. Also three acres off of the forty acre Lot numbered 166 in said Town of Canterbury belonging to the original right of Samuel Randall beginning at the Southeast corner of said Lot. thence north ten rods. thence North fifty six degrees west twenty three rods thence South twenty nine degrees west twenty nine rods. thence east to the first mentioned bounds. the same being subject to a Mortgage made by the said Debtor to one Judith Smith dated March 21. 1838 to secure the payment of a note bearing even date payable in five years with interest annually. Also another Mortgage by the said Debtor to the said Judith Smith dated May 5th 1842 to secure the payment of - Note for the sum of four hundred dollars on demand with interest and on the same day I posted up notices that the said right in Equity would be Sold at Public auction at the Inn of Jacob Blanchard in Canterbury in said County

Continued —

on the 25th day of May 1844. at half past ten O. clock in the fore noon, one at the Inn of the said Jacob Blanchard and one at the Store of Dallant & Elkins being two of the most public places in said Town of Canterbury, and caused a like notice to be published in the New Hampshire Patriot & States Gazette a Newspaper printed at Concord in said County in the vicinity of said Town of Canterbury three weeks successively before the said day of Sale, and on the said 25th day of May 1844. I sold the said right in Equity at the time and place appointed as aforesaid at public Auction to Matthews N. Brown he being the highest bider and made and delivered a deed of said right in Equity according to Law, for the sum of fifty one dollars after deducting my fees and charge of Sale being twelve dollars and thirty six cents. the residue thereof is thirty Eight dollars and Sixty four cents which is in full Satisfaction of this Execution which is applied by me on the same,

Fees — Travel	60	
Service going to Canterbury to post up Advertisements	23	
	2.00	
paid Carrol & Baker for publishing Notice	3,00	
Deed	67	
Poundage	96	
Selling	3.00	
Examining Records	75	
Clerks fees	150	
paid Recorder —	65	
	$12-36	

Richard Pinkham Sheriff

Received of Richard Pinkham Sheriff the sum of thirty Eight dollars and Sixty four cents in full satisfaction of the within Execution and interest, August 17. 1844

Matthews N. Brown

Received and Recorded Sept. 12. 1844.
Examined

Mitchell Gilmore Jr
Recorder

224

Exn. John Mullikin, vs. William Moore Sept S. 1844.

The State of New Hampshire,
Merrimack ss.

To the Sheriff of any County or his Deputy.

(L.S.)

Whereas,

John Mullikin of Lexington in the County of Middlesex and Commonwealth of Massachusetts. Gentleman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the third Tuesday of March Anno Domini 1844. recovered Judgment against William Moore of Concord in said County Gentleman,

289.53
15.29
304.84
17

For the sum of two hundred & Eighty nine Dollars and fifty five cents and costs taxed at fifteen dollars and twenty nine cents as appears of Record whereof Execution Remains to be done.

We command you therefore that of the Goods Chattels or Lands of the said Debtor in your precinct, you cause to

Continued

be levied and paid to the said Crediton, the aforesaid sums with lawful interest thereon and 17 cents more for this Writ, and your own fees,

And make return of this Writ, with your doings thereon to said Court, to be holden at Concord, in said County, upon the third Tuesday of September next,

Witness Joel Parker Esq. the twelfth day of April Anno Domini 1844.

S. C. Badger Clerk,

Judgt. rendered April 5th 1844,

Merrimack ss May 6th 1844. I have taken all the right in Equity which the within named Debtor had on the tenth day of June A.D. 1843. when the said premises were attached on the original Writ in this suit, to redeem a certain tract of land with the buildings thereon, situate in Concord in said County, bounded and described as follows, to wit, beginning at the Southeasterly corner adjoining land of Joseph Low Esqr on Green Street, thence Northerly by said Green Street five rods and nine links to Warren Street, thence South seventy six degrees west by said Warren Street five rods and twenty two links to a Stake and Stones, thence South fifteen degrees East five rods & five links to a Stake and Stones, thence North seventy six & a half degrees East five rods to the bounds first mentioned, the same being subject to a Mortgage made by said Debtor to one Nathaniel H. Osgood dated the 22nd day of April AD 1843, to secure the payment of one thousand dollars with interest, and on the same day I gave the said Debtor a notice in Writing, that the said right in Equity would be sold at Public Auction on the premises, on the third day of June A.D. 1844, at Eleven O'clock in the forenoon, and on the same day I posted up like notices at the Inns of William Walker & John Lyford, two of the most public places in said town of Concord, in which the said property is situate, and on the said third day of June A.D. 1844. I sold the said right in Equity at the time and place appointed as aforesaid at public Auction to Nathaniel H. Osgood he being the highest bidder for the sum of one hundred and one dollars and made and delivered to him a deed of said right in Equity in the form prescribed by Law, from which said sum I have deducted my fees and charges of sale being seven dollars and the residue thereof being ninety four dollars I have applied in part satisfaction of this Execution

Fees — travel & Service	28
Notifying Debtor	1.00
advertising	1.00
Pounding	2.26
Deed	50
selling	1.50
Clerk's fees	25
Examining Records	21
	7.00
Recording	.67
	$7.67

Richard Pinkham, Sheriff,

Concord June 3d 1844. Received of Richard Pinkham Sheriff the above named sum of ninety four dollars in part satisfaction of the within Execution

Ephraim Eaton Atty for John Mullikin

Received and Recorded Sept. 12. 1844.

Examined Metcalf & Gilmore Jr Recorder

Expn. Samuel Butterfield &al. vs. James G. Bradbury Sept. S. 1844

The State of New Hampshire.

Merrimack ss.

To the Sheriff of any County or his Deputy.

Whereas, Samuel Butterfield of Andover and George Butterfield of Franklin both in said County Traders & Partners doing business under the firm & Style of S. & G. Butterfield, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the third Tuesday of September Anno Domini 1843, recovered Judgment against James G. Bradbury of Canterbury in said County Carpenter For the sum of thirteen dollars and forty six cents, and costs taxed at six dollars and twenty cents as appears of record whereof Execution remains to be done,

13.46
6.20
19.66
34

We command you, therefore, that the goods, Chattels, or Lands of the said Debtor in your precinct, you cause to be levied and paid to the said Creditors, the aforesaid Sums, with lawful interest thereon and 34 cents more for this & former Writ, and your own fees.

And make return of this Writ, with your doings thereon, to said Court, to be holden at Concord, in said County upon the third Tuesday of September next,

Witness Joel Parker Esq. the 10th day of April Anno Domini 1844.

S. B. Badger Clerk.

Judgt rendered Sept. 30th 1844

Merrimack ss. June 29th 1844. I have taken all the right in Equity of the within named Debtor to redeem a certain tract of Land with the buildings thereon situate in Canterbury in said County bounded and described as follows, to wit, it being the same premises that Stephen D. Greeley purchased of John Henry Shortridge and quitclaimed to Otis Young, bounded on one side by the road leading from Dudley Hills in said Canterbury to the Court House in Gilford, Easterly by Dudley Hill, Southeast and South by land of Samuel Hutchins to said road Containing one half acre more or less. The same being subject to a Mortgage made by the said Debtor to one David Hutchins and M. C. Hutchins dated the 21st day of June 1843, to secure the payment of a Note of that date for the sum of two hundred forty dollars & fifty cents payable in manner following, one hundred dollars in one year with interest annually & one hundred & forty dollars & fifty cents within two years with interest annually, and the same being subject to an attachment on Trustee Writ as follows, one Feby. 29, declares for $100. Money had & Received, and the other on the same for $23. on account and on the same day I caused Notices to be posted up that the said right in Equity would be sold at public Auction on the premises on Tuesday the 30th day of July A.D. 1844 at half past ten O'clock in the forenoon at the Inn of David Myhan and at the Store of Otis L. Young being two of the most public places in said Town of Canterbury in which said property is situated and I caused a like notice to be published in the New Hampshire Courier a Newspaper printed in Concord in said County and in the vicinity of said Town of Canterbury three weeks successively before the said day of Sale, and on the said thirtieth day of July 1844 I sold the said right in Equity at the time and place appointed as aforesaid at public Auction to Samuel & George Butterfield they being the highest bidders for the sum of ten dollars and made and delivered to them a deed (by their Attorney A. Fletcher) of said right in Equity in the form prescribed by Law and I have applied the said sum of ten dollars after deducting my fees and charges of Sale in part satisfaction of this Execution, to wit, for the sum of one dollar and no more

226

Fees —	
Service	23
Copies	75
advertisements	1.00
Posting up Notices	25
Journey to Canterbury & Selling	2.77
Sunday 25 Deed 50	75
Paid for Recording Do	75
paid for publishing notice	2.58
	$9.00

Richard Bickham Sheriff,

Received of Richard Bickham Sheriff the above sum of one dollar in part satisfaction of this Execution.

S & G. Butterfield by their Atty
A. Fletcher.

Received & Recorded September 12. 1844.
Examined Mitchel Gilmore Jr., Recorder

227

Exn. George B. Monroe. Vs. Ira R. Philbrick Sept. T. 1844

State of New Hampshire,

Merrimack, ss.

To the Sheriff of any County or his Deputy,

Whereas,

George B. Monroe of Boston in the County of Suffolk and Commonwealth of Massachusetts, Trader, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack, on the third Tuesday of March Anno Domini 1844 recovered Judgment against Ira R. Philbrick of Concord in said County Bookbinder,

70.39 5.48 75.87 17 Int. to Sept. 13 2.00

for the Sum of seventy dollars and thirty nine cents, and costs taxed at five dollars and forty eight cents as appears of Record whereof Execution remains to be done;

We command You, therefore, that the goods, Chattels, or Lands of the said Debtor in your Precinct, you cause to be Levied and Paid to the said Creditor, the aforesaid Sums, with lawful interest thereon and Seventeen Cents more for this Writ, and your own fees.

And make return of this Writ, with your doings thereon, to said Court, to be holden at Concord in said County upon the third Tuesday of September next.

Witness Joel Parker Esqr. the Eighth day of April Anno Domini, 1844.

S. C. Badger, Clerk.

Judgt. rendered April 5. 1844.

Merrimack ss. April 20th 1844. Then Stephen C. Badger personally appeared and made oath that he would impartially appraise at its just value such real Estate as should be shown them as the estate of the within named Debtor to satisfy this Execution,

Before me Richard Pinkham, Justice of the Peace.

Merrimack ss. September 13th 1844. Then Mitchel Gilmore Jr and Joseph Robinson Personally appeared and made oath that they would impartially appraise at its just value such real Estate as should be shown them as the estate of the within named debtor to satisfy this Execution,

Before me, Richard Pinkham, Justice of the Peace.

We, the Subscribers having carefully examined a Lot of Land situated in Concord in said County, bounded and described as follows, to wit: beginning at a Stake on the northerly side of Lafayette Street, at the South East corner of said lot, on the west side of a croft Street which separates it from Charles Browns land, thence westerly by said Lafayette Street four rods to land of James P. Sleeper, thence Northerly by said Sleepers land fourteen rods & Eight links to the Street that runs westerly by Aaron Carters dwelling house, thence Easterly by said Street four rods to said Croft Street, thence Southerly by said Street fourteen rods and Eight links to the first beginning - Shown to us as the Estate of the said debtor, the said Debtor holding one undivided half thereof in Common with others, do upon our oaths say that one undivided half of the said tract of Land is of the value of Eighty Seven dollars and Eighty four cents and no more.

Continued

and we have Set off one undivided half thereof to the said Creditor in Satisfaction of this Execution and the Fees and charges of Levying the Same —

Stephen C. Badger
Joseph Robinson
Mitchel Gilmore Jr.

September 13th 1844 —

Merrimack ss. April 20th 1844 by direction of the within named Creditors Attorneys, Pierce & Bowler, I have extended this Execution upon the one undivided half of the tract of land above described in manner following to wit, I caused one appraisers to be appointed namely Stephen C. Badger he being a discreet and disinterested man resident in said County, who was on the same day duly Sworn by a Justice of the Peace impartially to appraise Such real Estate at its just value as Should be shown him as the Estate of the within named Debtor and on the thirteenth day of September the above named Pierce & Bowler, attys. of the said Creditor appointed — Mitchel Gilmore Jr. and Joseph Robinson was appointed by me for the said debtor, the said debtor not residing within this County nor within twenty miles of the property to be appraised, they being discreet and disinterested Men resident in said County who being duly Sworn before a Justice of the peace impartially to appraise Such real Estate as Should be shown them as the Estate of the within named debtor upon their Oaths Said that the one undivided half of the above described tract of Land Shown them, as the Estate of the said debtor was of the value of Eighty Seven dollars and Eighty four cents and no more, and the said Appraisers Set off the same land by mets and bounds as aforesaid, the one undivided half of which — being of the value of that Sum in Satisfaction of this Execution and my fees and Charges of said Levy, and I have delivered seizen and possession of the one undivided half of the said tract of land to the said Pierce & Bowler Attorneys of the said Creditor, I therefore return this Execution Satisfied in full —

Fees & charges.

Service	.23
travel	05
Pounding	1.77
Justice fees	.25
Paid Appraisers	3.25
Paid Surveyor	1.00
" Recorder	.75
Ascertaining description	50
my time with Appraisers & Return	2.00
	$9.80

Richard Pinkham Sheriff

Concord September 14th 1844, we have this day received seizen and possession of the one undivided half of the above described tract of land by Richard Pinkham Sheriff for the Creditor within named

Pierce & Bowler Attys. for D. Creditor

Received and Recorded September 16. 1844.

Examined Mitchel Gilmore Jr. Recorder.

228

229 Expon. Concord Bank. vs Josiah Rogers formerly Jr. Sept. T. 1844.

The State of New Hampshire

Merrimack ss.

To the Sheriff of any County or his Deputy.

Whereas,

L.S.

The President Directors and Company of the Concord Bank a corporation by Law Estatetished at Concord in said County, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the third Tuesday of March Anno Domini 1844. recovered Judgment against Josiah Rogers formerly Josiah Rogers Junior, of Bow in said County Gentleman, now residing in parts unKnown,

6041.25 For the sum of six thousand & forty one dollars and twenty five
25.55 cents and costs taxed at twenty five dollars and fifty five cents
6066.80 as appears of Record, whereof Execution remains to be done,
17 We command you therefore that of the Goods, Chattels or Lands of the said Debtor in your precinct, you cause to be levied and paid to the said Creditors the aforesaid sums, with lawful interest thereon and 17 cents more for this Writ, and your own fees and in default thereof to arrest the said Debtor and commit him to the Jail; and the Keeper of such Jail is required to detain him in custody until he pay the same, with your fees, or until he is discharged by the Creditors, or otherwise according to Law,

And make return of this Writ, with your doings thereon, to said Court, to be holden at Concord, in said County upon the third Tuesday of September next,

Witness Ira Parker Esq. the 12th day of April Anno Domini, 1844.

S.C. Badger. Clerk,

Judgt rendered April 5th 1844.

Merrimack ss. April 9. 1844. Then Hall Burgin & John Whipple personally appeared and made oath that they would faithfully and impartially appraise such Lands and tenements as should be shown them as the Estate of the within named Josiah Rogers formerly Josiah Rogers Jr. to satisfy the within Execution. September 10. 1844 Then Samuel Head personally appeared and made oath that he would faithfully and impartially appraise such lands and tenements as should be shown him as the Estate of the within named Josiah Rogers formerly Josiah Rogers Jr. to satisfy the within Execution

Before me. John Pettingill. Justice of the Peace,

We the subscribers having carefully and attentively examined a tract of Land shown to us as the Estate of the within named Josiah Rogers formerly Josiah Rogers Jr, bounded and described as follows, to wit, One undivided half of a certain tract or parcel of land situated in Hooksett in the County of Merrimack and State of New Hampshire, containing one thousand and twenty eight acres, be the same more or less, it being the whole of forty acre Lots in the 5th division that are numbered 1, 2, 10, 48, 49, 50, 51 & 53, and the whole of the sixty acre Lots in the 4th division that are numbered 120, 121, 122, & 123, and bounded as

Continued.

follows, to wit, beginning at a Stake and Stones at the North East corner of said Lot numbered ten. thence north about 6¼ west five hundred & 19 rods & 10 links to a small maple tree with Stones around it at the north west corner of said Lot no. 48. thence S about 31¾ west one Hundred & Sixty seven rods & 8 links to a Hemlock marked 46. & 48. thence S. 16¼ rods & 3 links to a Stake and Stones, thence about South 192 rods & 6 links to a white Oak tree, thence South 69½ E. 103 rods to an Oak tree, thence about South 70½ E. 136 rods & 10 links to a Stake and Stones at the South west corner of said Lot No. 1. thence south about 5½ west 195 rods to a Black Oak tree, thence South about Sixty Eight degrees East 132 rods & 17 links to a White Oak tree: thence North about 5° East 198 rods & 10 links to a Stake & Stones thence about 69¼ west 44. rods & 20 links to a Stake & Stones at the South East corner of said Lot No. 2. thence North 2¼ East 178 rods & 17 links to a pine tree at the North East corner of said Lot No. 2. thence North about 3¼ East 162 rods & 6 links to the place of beginning including the reserves or range ways at the north ends of said Lots No. 1. 2. 122 & 123 excepting and reserving the public highway 4 rods wide across said tract and land sold from the above described premises to John Severance and William P. Rolfe as will appear by their deeds of said land recorded in the Merrimack Records — Also one other undivided half of a certain tract of land situated in said Hooksett, being the westerly half of Lot No. 126. in the 4th division of Lots in the town of Chester in the County of Rockingham and bounded as follows, beginning at a White Oak tree being the South westerly corner bound of said lot No. 126. thence South 6¼ east by a range way 57⅞ rods by measure, then beginning again at said White Oak tree at said Southwesterly Corner of said Lot No. 126 thence South 4¼ East by a range way 56 rods 5 links by measure, thence Northerly a Straight line to the end of the said first described 57⅞ rods South 6¼ east from said white Oak tree to the place of beginning, containing fifty nine acres 108. rods Subject to a right of way across said land to the Easterly half of said Lot No. 126. for the use of said grantors their heirs and assigns. for a more particular description reference may be had to Daniel Sawyer's deed to Daniel Rowe Foster Downs & Josiah Rogers & Josiah Rogers Jr. dated August 26. 1835. Recorded in the Merrimack Records — do upon our oaths say that one undivided half of the same tract of land is of the value of Five Thousand Dollars and no more, and we have set off the said tract of land by meetes and bounds as aforesaid. and have assigned one undivided half thereof to the President. Directors & Company of the Concord Bank the creditors within named in part satisfaction of this Execution —

Sept. 10/44.

Jno. Whipple
Samuel Read
Hall Burgin

230

Continued

Merrimack ss. April 29. 1844. In pursuance of the directions of the President Directors & Company of the Concord Bank the Creditors within named I have extended this Execution upon one undivided half of the two tract of land above described in the manner following. I caused three Appraisers to be Chosen, that is to say Neall Burgin by the Creditors within named John Whipple who was chosen by myself. & Samuel Mead who was chosen also by me for the said Josiah Rogers the Debtor within named. the said debtor not residing within the said County of Merrimack and not having notified me of any Appraiser by him chosen on his part. the said Neall Burgin, John Whipple and Samuel Mead being all reputable freeholders and residents in said County of Merrimack. Who being Sworn before a Justice of the Peace faithfully and Impartially to Appraise such lands and tenements as should be shown to them as the Estate ~~as the Estate~~ of the within named debtor upon their Oath said that one undivided half of the above described tract of land shown to them as the Estate of the debtor aforesaid was of the value of five thousand Dollars and no more. And the said Appraisers set off the same land by metes and bounds as aforesaid at that sum in Satisfaction of this Execution and my fees I therefore return this Execution Satisfied as aforesaid in part to wit. for the sum of four thousand nine hundred fifty four dollars. being the residue of said sum of of five thousand Dollars the value of said land after deducting my fees, and for no more, And I have delivered possession and Seizon of the said tract of land to the said President Directors & Company of the Concord Bank the Creditors within named ~

Fees -

Service & travel	1.49
Pounding	27. 25
Appointing & Notifying Appr.	1.00
Paid Justice fees	.51
one day with Appr. & Expenses	5. 00
Paid Appraisers	8. 00
Return	1.00
Paid for Recording Execution	1.75
	$46.00

John Pettingill D. Sheriff

Merrimack ss. April 29. 1844. This may certify that I have this day received full Seizen and possession of the above described tract of land by John Pettingill Deputy Sheriff.

Concord Bank
by Sampson Bullard

Received and Recorded September 16. 1844 ~
Examined ~
Mitchel Gilmore D. Recorder

Exon. Francis S. Greenleaf & Co. Vs. James M. Little Sept. T. 1844.

The State of New Hampshire,

Merrimack ss.

Seal

To the Sheriff of any County or his Deputy.

Whereas.

S. Francis S Greenleaf and Jonathan H. Clement both of Salisbury in said County Joint-Partners in Trade under the name and Style of Francis S. Greenleaf & Co. by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack on the third Tuesday of March Anno Domini 1844. recovered Judgment against James M. Little of Boscawen in said County Yeoman,

49.50 For the Sum of forty nine dollars and
1.00 fifty cents. and costs taxed at seven dollars. as
56.50 appears of Record, whereof Execution Remains to
17 .... be done.

We command you therefore that the Goods, Chattels, or lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid Sums. with lawful interest thereon and seventeen cents more for this writ, and your own fees,

And make return of this Writ, with your doings thereon to said Court, to be holden at Concord in said County upon the third Tuesday of September next,

Witness, Joel Parker Esq. the 8th day of April Anno Domini 1844.

S. C. Badger, Clerk.

Judgt rendered April 5th 1844.

Merrimack ss. June 15th 1844. Then George S. Kilburn Hezekiah Fellows and Francis Cogswell personally appeared and made oath that they would impartially appraise at its just value such real Estate as should be shown them as the Estate of the within named debtor to satisfy this Execution,

Before me Geo. George, Justice Peace

We the Subscribers having carefully examined a tract of land shown to us as the Estate of the within named James M. Little, it being understood to be an undivided half of the following described tract of land containing thirty three acres, more or less, with buildings thereon, situated in Boscawen in the County of Merrimack and bounded Easterly on a highway Southerly on land occupied by Samuel P. Sweatt, westerly on land of Isaac S. Sweet, and northerly partly on land of said Isaac S. Sweet and partly on land of Richard P. Shattuck, it being understood to be one undivided half and held in common with

232

Continued

his Mothers, Abigail Leittle, and the whole being subject to the further claim of Simeon B. Little as Administrator upon the Estate of James Leittle deceased, and have appraised the same at its just value, do, upon our Oaths say, that the undivided half of said tract of Land, Subject as above named is of the value of Seventy dollars and thirty cents and no more, and we have set off the same by metes and bounds as aforesaid, in Satisfaction of the within Execution.—

September 14, 1844.

Hezk Fellows
George S. Kilburn
Francis Cogswell

Merrimack Co. September 17th 1844. By directions of the Creditor within named I have extended this Execution upon the tract of Land above described in manner following to wit, I caused three appraisers to be appointed that is to say Francis Cogswell by the Creditor Herekiah Fellows by the Debtor and George S. Kilburn by myself the said Herekiah Fellows George S. Kilburn and Francis Cogswell being all discreet and disinterested men and Residents of in the County who being duly sworn by a Justice of the Peace impartially to appraise such real Estate as should be shown them as the Estate of the Debtor upon their oaths said that the above described tract of land shown them as the Estate of said Debtor was of the value of seventy dollars and thirty cents and no more and the said appraisers set off the same Land by Meles and bounds as aforesaid at that sum in Satisfaction of this Execution and my fees and I have delivered seizen and possession of the said tract of Land to the said Creditor I therefore return this Execution satisfied in full.—

Fees—

Service	23
Travel	30
Poundage	1,40
Notifying Appsrs	2,00
Paid do	3 00
attending Set off	3 00
Return	1 00
Recording	1.00
	$11 ,93

Jno George, D. Sheriff

September 17, 1844. I this day Received Seizen and possession of the above described tract of Land by Jno George D. Sheriff

T. S. Greenleaf.

Received & Recorded September 19,, 1844

Examined

Mitchel Gilmore Jr
Recorder

Expon. Robert B. Eaton vs. Napoleon B. Connor Sept. S. 1844

The State of New Hampshire.

Merrimack ss.

(L.S.)

To the Sheriff of any County or his Deputy.

Whereas,

Robert B. Eaton of Hennikes in said County Trader. by the consideration of our Justices of our Court of Common Pleas. holden at Concord. in said County of Merrimack on the third Tuesday of March Anno. Domini, 1844. recovered Judgment against Napoleon B. Connor of said Hennikes. Yeoman.

198. 53
10. 77
209. 30
17

For the sum of one hundred & ninety Eight Dollars and fifty three cents and costs taxed at ten dollars and seventy seven cents as appears of Record whereof Execution remains to be done:

We command you therefor that of the goods, Chattels or Lands of the said Debtor in your precinct. you cause to be levied and paid to the said Creditor, the aforesaid sums with lawful interest thereon and 17 cents more for this Writ, and your own fees,

And make return of this Writ with your doings thereon. to said Court to be holden at Concord in said County upon the third Tuesday of September next.

Witness Jacl Burker Esqr. the 6th day of April Anno Domini 1844

S. C. Badger, Cler K.

Judgt rendered April 5th 1844

Merrimack ss. May 18th A.D. 1844. On the sixteenth day of April Anno Domini 1844. I took on this Execution all the right in Equity of the within named debtor to redeem a certain piece lot and buildings situate in Hennikes village in said County of Merrimack - being about one and one fourth acre of land with the buildings standing thereon, bounded north by land of Jonathan Cogswell - East by land of Wallace and Bell. South by same and land of N. Whitten and west by the road leading to Warner, the same being subject to a Mortgage made by said debtor to and Mrs. Eaton dated the 27th of October A.D. 1842. together with a certain other parcel of land described in said deed. to secure the payment of the sum of three hundred ten dollars and fifty eight cents on demand with interest - and on the same day I posted up notices that said right in Equity would be sold at public auction on the premises on this eighteenth day of may instant at one o clock in the afternoon at the barn of Hiram Bell and at the Store of Robert B. Eaton two of the most public places in the town of Hennikes where said premises are situate - and caused a like notice to be published in the N.H. Patriot and State Gazette a Newspapers printed at Concord in said County in the vicinity of said town of Hennikes on the 25th day of April aforesaid and on the 2nd and 9th days of May instant, and on this eighteenth

234

Continued

dey of May at the time and place appointed as aforesaid I have Sold said right in Equity to Charles L. Martin he being the highest bidder therefor for the Sum of three hundred and Eighty Five dollars, and made and delivered to him the said Martin a deed of said right in Equity in the form prescribed by Law, out of which Sum I have applied the Sum of two hundred and one dollars and twelve cents in full Satisfaction of the ballance of this Execution and the interest on the Same, and I have retained the Sum of Seven dollars and fifty Eight cents for my fees. I therefore return this Execution fully Satisfied - and the remainder of said Sum of $385, being one hundred and Seventy Six dollars and thirty cents I have applied in part Satisfaction of another Execution in my hands recovered by one William Connor against the said deleton within named -

Fees -

Travel	0.05
Service	.25
advertising & Selling	3.00
Deed	1.00
Roundage &c	3.30
	$7.58

Mm P. Crefy. Dept. Sheriff

Received & Recorded September 16. 1844.
Examined Mitchel Gibson Jr. Recorder

Expon. Page Eaton. vs. Napoleon B. Connor Sept. S. 1844.

The State of New Hampshire,

Merrimack ss.

To the Sheriff of any County or his Deputy.

Whereas,

Page Eaton of Hennikes in said County Esquire by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack on the third Tuesday of March Anno Domini 1844, recovered Judgment against Napoleon B. Connor of said Hennikes Yeoman, (for the sum of forty dollars and seventy five cents and costs taxed at Eighteen dollars and twenty cents as appears of Record, whereof Execution remains to be done,

40.75
18.20
58.95
17

We command you therefore that of the Goods, Chattels or Lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor, the aforesaid sums with lawful interest thereon and 17 cents more for this Writ, and your own fees,

And make return of this writ, with your doings thereon, to said Court, to be holden at Concord in said County, upon the third Tuesday of September next,

Continued

Witness, Joel Parker Esq. this 6th day of April Anno Domini, 1844.

S. C. Badger Clerk,

Judgt. rendered April 5. 1844.

Merrimack ss. May 18. 1844. On the fifteenth day of April 1844. I took on this Execution all the right in Equity of the within named debtor to redeem a certain tract of land situate in Hennikers in said County in the Wallace Swamp so called, being about six acres bounded north and East by land of W. P. Clark, South by same and land of Page Eaton West by Thomas Harding to Warners. the same being subject to a Mortgage made by said Debtor to one William L Savory dated October 2nd A.D. 1843, together with a certain other parcel of land described in said deed to secure the payment of the sum of three hundred ten dollars and fifty Eight cents on demand with interest and on the same day I posted up notices that said right in Equity would be sold at public auction on the premises on this eighteenth day of May instant at one O. clock in the afternoon at the Inn of N. Bell and at the Store of R. B. Eaton, being two of the most public places in the town of Hennikers where said premises are situated and caused a like notice to be published in the New Hampshire Patriot and State Gazette a Newspaper printed at Concord in said County in the vicinity of said town of Hennikers on the 25th day of April aforesaid and on the 2nd and 9th days of May instant – and On this Eighteenth day of May I have sold said right in Equity at the time and place appointed as aforesaid at public Auction to John Perrington Junior, he being the highest bidder therefor – for the sum of forty two dollars – and made and delivered to him the said Perrington a deed of said right in Equity in the form prescribed by law, out of which sum of forty two dollars I have applied the sum of thirty – dollars and Eight five cents in full satisfaction of the Halluns of this Execution and the interest on the same together with my fees and the remainder Eleven dollars and fifteen cents I have applied in part satisfaction of an other Execution in my hands recovered by Robert B. Eaton against said Debtor.

Fees –

Service	0,23
Travel	0,05
Advertising & Selling	2,00
Deed	1,00
Poundage	,75
	$ 4,03

Wm P. Crepy, Dept. Sheriff.

Received and Recorded September 18, 1844.

Examined

Mitchel Gilmore Jr

Recorder

236

237

Eyon. Sarah Emery. vs. James Wilson Sept. S. 1844.

The State of New Hampshire.

Merrimack ss.

L.S.

To the Sheriff of any County or his Deputy.

Whereas, Sarah Emery of Pembroke in our said County of Merrimack, Widow, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack on the third Tuesday of March - Anno Domini, 1844, recovered Judgment against James Wilson of the same Pembroke trader,

1327. 17 For the sum of thirteen hundred twenty seven
15. 77 dollars and seventeen cents and costs taxed at fifteen dollars
1342. 94 and seventy seven cents as appears of Record, whereof Execution -
17 remains to be done,
1343. 11 We command you therefore that of the Goods, Chattels or Lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor; the aforesaid sums with lawfull interest thereon and seventeen cents more for this Writ, and your own fees,

And make return of this writ with your doings thereon, to said Court, to be holden at Concord, in said County upon the third Tuesday of September next,

Witness Joel Parker, Esq. the 6th day of April Anno Domini, 1844,

S. C. Badger, Clerk,

Judgt. rendered April 5th 1844,

Justices Certificate,

Merrimack ss. April 22. 1844. Then Jeremiah H Wilkins John Pennant, & Herman A. Osgood personally appeared and made Oath that they would ~~Appraise~~ impartially and at its just value such real Estate as should be shown them as the Estate of the within named debtor to satisfy this Execution. Before me

Aaron Whittemore Jr Justice Peace.

Appraisers Certificate,

We the subscribers having carefully examined the tracts of Land shown to us as the Estate of the within named debtor bounded as follows: A piece of land situated in Allenstown in said County containing eighteen acres and one hundred rods part of Lots No 11 and bounded, beginning at a stake and stones at the northeasterly corner of said piece of land, thence South 62° west by Stevens land twenty four rods and thirteen links to a stake & stones, thence north 67° west one hundred and twenty rods to a large rock with marked trees around it - thence north 36° East twenty six & half rods to a pine tree, thence north about 32½° east one hundred and nineteen rods to the bounds first named Also another piece of land situated in said Allenstown in said County containing fifty seven acres part of lot called the Leonard lot, and bounded, beginning at a stone set in the ground six rods southwesterly from the corner of William Parkers land and on the Easterly line of Nathaniel Morgan land

Continued

thence South 64½° East ninety seven and one half rods to an Oak tree - thence South about sixty seven and a half degrees East sixty four rods and sixteen links to a Stone set in the ground - thence South 33° west about fifty seven rods to a Stake - thence north about 66° west one hundred and sixty five rods to a Stake and Stones, thence north 35° 40' East fifty seven rods and fifteen links to the place of beginning, Shown to us as the Estate of the said debtor owning and holding one undivided half of the same tract of land last described in Common with others,

Also another piece of land situated in Pembroke in said County containing four acres and 110 rods called the Gile Pasture and bounded beginning on the easterly bank of Merrimack river at the South west corner of William Thompsons land, thence north 87½° East by said Thomson land about thirty one rods to a Stake and Stones, thence South 11° East twenty one rods to land set off to widow Emery as her dower, thence westerly by said dower thirty two rods to said river, thence northerly by the Easterly bank of said river to the place of beginning

Also one other piece of land situated in Allenstown the debtors interest is a reversion, we the Subscribers having carefully examined said tract of land Shown us as the Estate of the said debtor to hold from and after the decease of Sarah Emery of Pembroke widow who is tenant of the same for her Natural life, as her dower of the Estate of Nicholas Emery deceased Situated in Allenstown containing about four acres and bounded, beginning at a Stake and Stones at the corner of Sterling Sargents land, thence running Easterly by said Sargent land to William Kimballs land, thence Southerly by said Kimballs land to Chase Drews land, thence westerly by said Drews land to Theodore Shackford's land, thence northerly by said Shackford and James C. Emerys land to the place of beginning and have appraised the same at its just value do upon our oaths say that the same tracts of land is of the value of seven hundred twenty seven dollars twenty five cents and no more, and we have set off the said several pieces of lands by metes and bounds as aforesaid in part satisfaction of the within Execution and the fees and charges of serving the same -

Herman A. Osgood
Jeremiah H. Wilkins
John Sennant
} Appraisers

Merrimack ss. April 22. 1844. By direction of the Creditor within named I have extended this Execution upon the tracts of land above described in manner following to wit, I caused three appraisers to be appointed that is to say Herman A. Osgood by the Creditor within named Jeremiah H. Wilkins by the Debtor within named and John Sennant by myself. the said Herman A. Osgood

238

Continued

Jeremiah H. Wilkins and John Sennant being all discreet and disinterested men residents in the County who being duly Sworn by a Justice of the peace on the 22d. day of April last as by the above certificate impartially to appraise such real Estate as should be shown them as the Estate of the debtor upon their Oaths say that the above described tracts of land shown them as the Estate of the said debtor was of the value of Seven hundred twenty Seven dollars twenty five —— and no more: and the said appraisers set off the same land by metes and bounds as aforesaid at that Sum in part Satisfaction of this Execution and my fees: and I have delivered Seizen and possession of the said tracts of land to the said Creditor; I therefore — return this Execution Satisfied in part, to wit, for Six hundred ninety three dollars fifty four cents residue of the whole amount after deducting my fees & charges.

Benjamin Jennefs D. Sheriff.

Fees —

Service	.23
Travel	.60
Poundage	6,38
paid Justice	.50
paid Surveyor	3,50
paid Recorder	1.50
paid Appraisers	6,00
notifying parties &c	1,00
My attendance	2,00
Expenses	1 00
Return of Execution	1,00
	23 "71

August 8th 1844. I this day received Seizen and possession of the above described tracts of land by Benjamin Jennefs D. Sheriff.

Sarah Emory.

Received and Recorded September 16. 1844

Examined

Mitchel Gilmore Jr

Recorder

Expon. Charles E. Stevens. vs. James Wilson Sept. S. 1844.

The State of New Hampshire.

Merrimack ss. To the Sheriff of any County or his Deputy.

Whereas.

Charles E. Stevens of Hinsdale County of Berkshire and Commonwealth of Massachusetts. by the consideration of our Justices of our Court of Common Pleas holden at Concord. in said County of Merrimack on the third Tuesday of March Anno Domini, 1844. recovered Judgment against James Wilson of Pembroke in our County of Merrimack, traders.

443. 11
16. 72
459. 83
17
460.00

For the Sum of four hundred forty three dollars and eleven cents and costs taxed at sixteen dollars and seventy two cents as appears of Record whereof Execution remains to be done,

We command you therefore. That the Goods. Chattels. or Lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditors the aforesaid Sums. with lawful interest thereon and seventeen cents more for this Writ, and ~~with~~ your ~~own fees~~.

And make return of this Writ, with your doings thereon. to said court to be holden at Concord. in said County upon the third Tuesday of Septembers next,

Witness Joel Parker Esq. the Sixth day of April Anno Domini 1844—

S. C. Badger. Clerk.

Judgt. Rendered April 5. 1844.

Merrimack ss April 22. 1844. Then Herman A. Osgood Jeremiah H. Wilkins and John Dennant personally appeared and made Oath that they would ~~faithfully~~ impartially appraise at its just value such real estate as should be shown them as the estate of the within named Debtor to Satisfy this Execution. Before me—

Aaron Whittemore Jr, Justice Peace.

Appraisers Certificate

We ~~the~~ subscribers having carefully examined a certain tract of land shown to us as the Estate of the said Debtor for the term of his natural life and no longer situate in Pembroke in the County of Merrimack. bounded. beginning at the Soucook River by the Mill premises land. thence Easterly by said land and Nathaniel Lakeman land to Reuben C. Bowers land thence Northerly by said Bowers William Haseltine and McConnell Moore land to said Soucook river thence down said river to the place of beginning. containing one hundred acres be the same more or less. Also one other piece of pasture land containing Eighteen acres more or less in said Pembroke. Bounded on the Northerly side of the cross road that leads by David Websters dwelling house — on the westerly side of the third range road and Daniel Holts land — on the North and by Rice Dudleys land — and on the west by Samuel Whitehouse land. do upon our oaths say that the Estate of the said debtor for the term of his natural life only

240

Continued.

in the said tracts of land is of the value of One hundred five dollars and no more: and We have Set off all the Estate of said Debtor therein being one undivided — fourth part of said tracts to the Creditor in part Satisfaction of this Execution and the fees and charges of levying the same

Herman A. Osgood
Jeremiah H. Wilkins } Appraisers
John Lennart

Merrimack ss. April 22. 1844. By direction of the Creditors Counsel I have extended this Execution upon the Estate of the said Debtor for his own life only in the tracts of land above described in manner following, to wit, I caused three appraisers to be appointed that is to say Herman A. Osgood by the Creditor within named Jeremiah H. Wilkins by the Debtor within named and John Lennart by myself — the said Herman A. Osgood Jeremiah H. Wilkins and John Lennart being all discreet and disinterested men residents in the County who being duly sworne by a Justice of the peace on the 22nd day of April last as by the above certificate impartially to appraise such real Estate as should be shown them as the Estate of the Debtor upon their oaths said that the above described tracts of land shown them as the Estate of the said Debtor was of the value of one hundred five dollars and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this Execution and my fees; and I have delivered seizen and possession of the said tracts of land to the said Creditor; I therefore return this Execution satisfied in part, to wit, for Ninety Eight dollars after deducting my fees,

Service	.23
Travel	.60
Poundage	2.25
paid Justice	.25
Appraisers fees	2.67
Recording	1.00
	$7.00

Benjamin Jennes jr. D. Sheriff.

I this day Received seizen and possession of the above described tracts of land by Benjamin Jennes jr. D. Sheriff

August 31. 1844.

Charles E. Stevens
by his attorney
Ivan Stevens

Received and Recorded September 18. 1844.

Examined

Mitchel Gilmore Jr
Recorder

Expon. Sarah Emery & al vs. James Wilson Sept. S. 1844

The State of New Hampshire.

Merrimack ss. To the Sheriff of any County of his Deputy,

(Ses)

Whereas,

Sarah Emery and Solomon Whitehouse both of Pembroke in our said County of Merrimack, by the consideration of our Justices of our Court of common Pleas, holden at Concord, in said County of Merrimack on the third Tuesday of March Anno Domini 1844 recovered Judgment against James Wilson of Pembroke aforesaid

1031.39 Creditor, for the sum of ten hundred and thirty one
18.19 dollars and thirty nine cents and costs taxed at
1049.58 Eighteen dollars and nineteen cents as appears of Record
17 whereof Execution remains to be done;
1049.75

We command you therefore, that the Goods chattels or Lands of the said Debtor in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon, and seventeen cents now for this Writ, and your own fees,

And make return of this writ, with your doings thereon, to said Court, to be holden at Concord in said County, upon the third Tuesday of September next,

Witness Ira Peel Parker Esq. the sixth day of April Anno Domini, 1844.

S. C. Badger, Clerk,

Judgt. Rendered April 5. 1844,

Merrimack ss. April 22. 1844. Then Jeremiah H. Wilkins John Lemant & Norman A. Osgood personally appeared and made oath that they would impartially appraise at its just value such real Estate as should be shown them as the Estate of the within named debtor to satisfy this Execution Before me

Aaron Whittemore Jr, Justice of the Peace,

Merrimack ss. April 23. 1844. I have applied the sum of five hundred Sixty two dollars Eighty three cents in part Satisfaction of within Execution it being the fourth Execution delivered to me against within Wilson being a part of the residue of proceeds of sale of personal property of within defendant a Schedule of which is annexed to an Execution recovered at Court Common Pleas. in & for D County on third Tuesday of September 1843, by Jonnes Gage & Co. against said Wilson after paying said Jonnes Gage & Co. Execution and also an Execution recovered at the term aforesaid in favor of Taylor and Waldron against said Wilson and the residue I have applied in part Satisfaction of another Execution in my hands recovered by Sarah Emery against said Wilson.

Benjamin Jonnes, D. Sheriff.

242

Continued

Merrimack ss. April 16. 1844. I have taken all the right in Equity which the within named debtors had on the twenty ninth day of July A.D. 1843. when the said premises were attached on the original writ in this suit, to redeem a certain tract of land situate on both sides of Main Street so called, in Pembroke in said County bounded as follows, viz. Northerly by land of Timothy Gile in part and partly by land of Nathaniel Blood, Easterly by second Range Road in said Pembroke Southerly by land of Solomon Whitehouse in part and partly by land of Benjamin Cushing and by land of Nathaniel Blood and westerly by Merrimack River containing seventy Eight acres more or less. the same being subject to a Mortgage made by said Debtors to one Sarah Emery dated the twenty fourth day of November 1841. to secure the payment of one thousand dollars in five years with interest annually at five pr cent per annum, being the same premises where the said James Wilson now lives, and on the same day I gave to the said debtors a notice in writing that the said right in Equity would be sold at public Auction at the house of said debtors in said Pembroke on the Seventeenth day of May 1844. at one of the clock in the afternoon and posted up like notices at the Inn of Jonathan M. Eastman and at the Store of Noyes & Martin two of the most public places in the said town of Pembroke in which the said property is situate, and on the said Seventeenth day of May 1844. I sold the said right in Equity at the time and place appointed as aforesaid at public Auction to Jeremiah K. Wilkins he being the highest bidder for the sum of five hundred and seventy dollars and made and delivered to him a deed of said right in Equity in form prescribed by Laws, and I have applied the sum of five hundred forty nine dollars & seventeen cents after deducting my fees and the charges of sale in full satisfaction of this Execution.

Fees –

Travel	60
Service	23
Damages	8.00
Levy Execution & advertising	3.50
notifying Defts	2 00
Attendance selling	2 00
do. to give Deed	2 00
paid for Recording	1,00
Clerk fees	50
" Expenses	1.00
	$20,83

Benjamin Jenness, D. Sheriff.

Received and Recorded September 18. 1844 –
Examined
Mitchel Gibson Jr
Recorder

Expon. Nath.l A. Davis vs. Sarah Leach Sept. T. 1844.

The State of New Hampshire.

Merrimack Ss.

To the Sheriff of any County or his Deputy,

Whereas.

Nathaniel A. Davis of Sutton in said County Gentleman by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the third Tuesday of March Anno Domini, 1844. — recovered Judgment against Sarah Leech of Lowell in the County of Middlesex and the Commonwealth of Massachusetts. Millan.

75.12
10.35
85.47
.17

For the sum of Seventy five dollars and twelve cents and costs taxed at ten dollars and thirty five cents as appears of Record, whereof Execution remains to be done:

We command you, therefore, that the Goods, chattels or Lands of the said Debtor, in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon, and 17 cents more for this Writ, ~~with~~ and your own fees.

And make return of this Writ, with your doings thereon, to said Court, to be holden at Concord, in said County upon the third Tuesday of September ~~next~~ Dominé

Witness Joel Parker, Esq. the 19th day of April Anno Domini, 1844.

S. C. Badger Clerk.

Judgt. rendered April 8th 1844.

Merrimack ss. May 4. 1844. Then John Pillsbury and Jeremiah B. Gay and June 6. 1844. Enoch Page personally appeared and made oath that they would impartially appraise at its just value such real Estate as should be shown them as the Estate of the within named debtor to satisfy this Execution — Before me —

Franklin Simonds. Justice of the Peace.

We the subscribers having carefully examined a tract of land shown to us as the Estate of the within named debtor situate in Sutton, being a part of the common lot, so called, bounded as follows, beginning at the corner of the fence at the south west corner of land owned by Enoch Page, thence Northerly by land of said Enoch Page twelve rods, thence westerly by land of said Page and land of Susan Putney thirty four rods to a stake and stones being the north west corner of land owned by the heirs of Nathan Leach, thence easterly by said Leach's ~~land~~ thirty four rods to the place first mentioned, and appraised the same at its just value, do upon our oaths say that the same tract of land is of the value of eight dollars and no more and we have set off the same land by metes and bounds as aforesaid in part satisfaction of this Execution.

We have also examined a tract of land situated in said Sutton shown to us as the Estate of said debtor for the

244

Continued

term of her natural life and no longer, called the Nathan Beach place, lying in the South village, being part of Lot No. 58, in the second division of lots in said town, bounded on the west by the parsonage, and land of Susan Putney, on the north by the common lot so called, on the east by land of Moses Johnson & Joshua Bailey and on the South by the highway, containing about 18 acres, the said debtor holding an Estate for her natural life in one undivided third part thereof in common with others do upon oath say the Estate of the said debtor for the term of her natural life in one undivided third part of the said tract of land is of the value of seventy dollars and no more, and we have set off all the estate of said debtor therein to the Creditor in part satisfaction of this Execution and the fees and charges of Levying the same

Enoch Page
John Pillsbury
Gardner B. Day
} Appraisers.

July 9th 1844.

Merrimack ss. July 9, 1844 By direction of the Creditor within named I have extended this Execution upon the tract of land first above described and upon the estate of the said debtor for her own life in one undivided third part of the tract of land last above described, in the manner following to wit, I caused on the twenty fifth day of May 1844 three Appraisers to be appointed, that is to say Enoch Page by the Creditor within named, John Pillsbury appointed by myself and Gardner B. Day appointed by me for the said debtor. The said debtor not residing within this County nor within twenty miles of the property to be appraised; the said Enoch Page, John Pillsbury and Gardner B. Day being all discreet and disinterested men resident in the County, who being duly sworn by a Justice of the Peace impartially to appraise such real Estate as should be shown them as the Estate of the debtor upon their oaths said that the tract of land first above described shown them as the Estate of the said debtor was of the value of Eight dollars and no more, and the debtors Estate for her life only in one undivided third part of the last above described tract of land was of the value of seventy dollars and no more and the said appraisers set off the tract of land first above described and and the Estate of the said debtor for the term of her natural life in one undivided third part of the tract of land last above described by metes and bounds as aforesaid and at the aforesaid sums amounting to seventy Eight dollars in part satisfaction of this Execution and my fees and charges for Levying the same, and I have delivered possession and seizen of said tracts of land to the said Creditor I therefore return this Execution satisfied in part, to wit, for the sum of seventy four dollars and ninety three cents being the residue of said seventy Eight dollars the value of said tracts of land and five dollars twenty cents being the ballance of sale of personal Estate after deducting my fees and charges, and for no more

Fees – Mileage	1.68	
Notifying appraisers	1.00	
Justice fees	.34	
My time &c.	1.25	Franklin Simonds D. Sheriff
Making Return	1.00	
Paid Registers of Deeds	1.50	
Appraisers fees	1.50	$8.27

July 9, 1844. I this day received seizen and possession of the above described tracts of land of Franklin Simonds Deputy Sheriff.

N. A. Davis

Received & Recorded September 17, 1844

Examined Mitchel Gilmore Jr
Recorder

Ejon. Harrison G. Harris vs. John E. Dalton Sept. S. 1844.

30.95
12.11
43.06
.17
1 20
44.43
Cost 8.80
53.23

The State of New Hampshire,

Merrimack ss.

To the Sheriff of any County or his Deputy,

Whereas,

Harrison G. Harris of Warner in said County Esquire by the consideration of our Justices of our Court of Common Pleas holden at Concord, in said County of Merrimack on the third Tuesday of March Anno Domini, 1844. recovered Judgment against John E. Dalton late of Warner in said County, Physician,

for the sum of thirty dollars and ninety five cents and costs taxed at twelve dollars and eleven cents as appears of Record whereof Execution remains to be done:

We command, You, Therefore, that the Goods, Chattels or Lands of the said debtor in your precinct, You cause to be levied and paid to the said Creditor, the aforesaid sums with lawful interest thereon and 17 cents more for this Writ, and your own fees, and in default thereof to arrest the said debtor, and commit him to the Jail; and the Keeper of such Jail is required to detain him in Custody until he pay the same, with your fees, or until he is discharged by the Creditor, or otherwise according to law;

And make return of this writ with your doings thereon to said Court to be holden at Concord, in said County, upon the third Tuesday of September next.

Witness Joel Parker, Esq. the 26th day of April Anno Domini 1844.

S. C. Badger Clerk.

Judgt rendered April 3d. 1844.

Merrimack ss. May 4. 1844. Then Robert Thompson Henry H. Harriman and Daniel Savory personally appeared and and made oath that they would impartially appraise at its just value such real Estate as should be shown them as the Estate of the within named debtor to satisfy this Execution. Before me

Franklin Simonds, Justice of the Peace.

We the subscribers, having carefully and attentively examined two tracts of land both situate in Warner in said County of Merrimack shown us as the Estate of John E. Dalton, the ~~debtor~~ Debtor within named, the said debtor holding one undivided sixth part thereof, in common with others, to wit, One tract bounded as follows. Beginning on the west side of the highway leading from Stephen Badgers to Dudley Baileys at the northeast corner of land of Benjamin Currier, thence due west by said Currier's land forty and a half rods to land of John Fosters, thence due north by said Fosters land twenty two and half rods to land of Dudley Bayley, thence due east by said Bayley's land forty six rods to said highway, thence southerly by said highway twenty two and an half rods to the place of beginning containing Six acres, The other tract of land bounded as follows viz, beginning on the north side of the main road leading from Hopkinton through Warner to Bradford at the Southeast corner of land of John Fosters, thence north fifty nine degrees East by said Fosters land twenty six rods and three fourths to a Stake and Stones thence due north nine rods to the highway leading from Stephen Badgers to said John Fosters, thence South fifty degrees and thirty

246

Continued

minutes east by said highway twenty three rods and three fourths to land of Gertrude Denny. thence South fifty seven degrees west by said Denneys land twenty rods to the said main road. thence westerly by said road. twenty five rods to the place of beginning containing about three acres with a dwelling house barn and Shed Standing thereon. the dwelling house a part of the Barn and Shed and about a third of an acre of said land being subject to the life estate of Judith Dalton of said Warner Widow. the Same having been assigned to her as her dower out of the Estate of Isaac Dalton deceased, do upon our oaths Say. that one undivided Sixth part of the first described tract of land is of the value of twenty one dollars and Sixty Six cents and no more. And that an undivided Sixth part of the last described tract of land subject to the life estate of Judith Dalton including the Sixth part of the reversion of said Estate is of the value of thirty one dollars and fifty Seven cents and no more. and we have Set off to Harrison G. Harris the Creditor within named an undivided Sixth part of said first described tract of land by metes and bounds as aforesaid at said Sum of twenty one dollars and Sixty Six cents. And we have also set off by metes and bounds as aforesaid an undivided Sixth part of said last described tract of land including all the Estate of said debtor in reversion in the land and buildings assigned as dower to the said Judith Dalton as before mentioned at the said Sum of thirty one dollars and fifty Seven cents. both of said Sums amounting to fifty three dollars and twenty three cents in full Satisfaction of this Execution and interest and the fees and charges of levying the same.

Robert Thompson
Henry H. Harriman
Daniel Savory

Sept. 14., 1844.

Merrimack ss. Sept. 14th 1844. By direction of the creditor within named I have extended this Execution upon an undivided Sixth part of the tracts of land above described including the Estate in reversion of the said Debtor in that portion of the last described tract and the buildings thereon. assigned as dower of said Judith Dalton in manner following. to wit. on the 4th day I caused three appraisers to be appointed that is to say Robert Thompson by the creditor within named. Henry H. Harriman by my self and Daniel Savory appointed by me for the said Debtor. the said debtor not residing within this County nor within twenty miles of the property to be appraised: the said Robert Thompson Henry H. Harriman and Daniel Savory being all disinterested men resident in said County who being duly who being duly Sworn by a Justice of the Peace impartially to appraise Such real Estate as should be ~~as~~ Should be shown them as the Estate of the debtor upon their oaths Said that an undivided Sixth part of the above described tracts of land shown them as the Estate of said debtor was of the value of fifty three dollars and twenty and no more. that is to say. they Said that one undivided Sixth part of the tract of land first described was of the value of twenty one dollars and ~~Sixty~~ Six cents and no more. and that an undivided Sixth part of the last described tract of land including the estate in reversion of the debtor in the buildings

Continued

and that portion of the land set off as dower as above mentioned was of the value of thirty one dollars and fifty seven cents and no more. Both sums amounting in the whole to fifty three dollars and twenty three cents and the said appraisers set off said land, including said Estate in reversion by metes and bounds as aforesaid at that sum in satisfaction of this Execution, and interest and my fees, and I have delivered seizen and possession of the said tracts of land to the said creditor. I therefore return this Execution satisfied in full Fees—

Service	.25.
travel	1.15
Poundage	1.08
Notifying appraisers	.50
Oath to do.	.34
attending with appr	1.00
Return	1.00
Recording	1.50
appraisers	3.00
	$8.80

Franklin Simonds Dep. Sheriff

Sept. 14. 1844. I this day received seizen and possession of the above described tracts of land by Franklin Simonds. Deputy Sheriff.

Harrison G. Harris

Received & Recorded Sept. 17. 1844.

Examined Mitchell Gibson Jr

Recorder

249

Exon. Robert Fife Jr. vs. Susan Gordon Sept. S. 1844

The State of New Hampshire.

Merrimack ss.

(L.S.)

To the Sheriff of any County or his Deputy.

Whereas,

Robert Fife Junior of Pembroke in said County Yeoman by the consideration of our Justices of our Court of Common Pleas holden at Concord, in said County of Merrimack, on the third Tuesday of March Anno Domini, 1844 recovered Judgment against Susan Gordon of Hooksett in said County Widow,

155.49
8.85
164.34
.17

for the sum of one hundred and fifty five Dollars and forty nine cents, and costs taxed at eight Dollars and eighty five cents as appears of Record whereof Execution remains to be done:

We command you, therefore, that the goods, chattels or lands of the said Debtor in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid sums with lawful interest thereon and Seventeen cents more for this Writ, and your own fees,

And make return of this Writ, with your doings thereon, to said Court, to be holden at Concord, in said County upon the third Tuesday of September next,

Witness Jacob Parker Esq. the 6th day of April Anno Domini, 1844.

S. C. Badger, Clerk.

Judgt rendered April 5th 1844.

Justices Certificate.

Merrimack ss. April 26. 1844. Then Aaron Whittemore James Wilson & Peter C. Rowell personally appeared and made oath that they would impartially appraise & to its just value such real Estate as should be shown them as the Estate of the within named Debtor to Satisfy this Execution.

Before me -

Aaron Whittemore Jr. Justice Peace,

Appraisers Certificate.

We the subscribers having carefully examined certains tracts of land of land shown us as the Estate of the within named debtor the said debtor holding & having a right of dower therein the same being situated in Hooksett in said County and bounded as follows, viz: a certain piece of land and buildings thereon on the westerly side of the road leading by the house of John Mead and beginning at a stake and stones by the road thence North 66° West one hundred and two rods and sixteen links to a stake and stones, thence north 6° East about fifty five rods to Ottersons land, thence South 67° East by said Ottersons land one hundred and fourteen rods and fourteen links, thence South 6° East about twenty five rods to the highway - thence southerly by said highway about thirty seven rods to the place of beginning - Also an other piece of land and the buildings thereon on the easterly side of said road and bounded, beginning at the highway by land of Samuel Mead, thence South 65° East twenty six rods to a stake and stones - thence north 6° west forty six rods to said highway, thence southerly by said highway about forty two rods to the place of beginning - Also another piece bounded commencing at a birch tree marked by corner of land

Continued

of Peter C. Rowell - thence North 66° west by a range way or line seventy eight rods to a stake and stones, thence South about four degrees west by land of John Mead seventy rods to a stake and stones thence South 66° - East seventy three rods to said Rowells land, thence north about 7° East by said Rowells land seventy rods to the said birch tree Also another piece of land commencing at a stake and stones by land of Peter C. Rowell and Mills land, so called, - thence South 7° west fifty rods to a stake and stones at the corner of Mitchels land, so called, thence South 66° East forty five rods, to a stake and stones, thence north 7° west fifty two rods to a pine tree, thence North 66° west forty five rods by Mill land to the place of beginning, do upon our oaths say that the dower of the said Debtor or right thereto, in the said premises as her dower of the Estate of her late husband Asa Gordon deceased, for the term of Eight years next ensueing is of the value of one hundred fifty four dollars and twenty four cents and no more and we have set off all the Estate of said Debtor therein for and during the said term of Eight years from the 26th day of April 1844, to the said creditor in satisfaction of this Execution and the fees and charges of levying the same — Aaron Whittemore
Peter C. Rowell
James Wilson

May 4. 1844.

Return,

Merrimack Ss, May 4. 1844. By directions of the creditor within named I have extended this Execution upon the tract of land above described in manner following viz't, On the 26 day of April 1844. I caused three appraisers to be appointed that is to say James Wilson by the creditor within named, Peter C. Rowell by the debtor within named and Aaron Whittemore by myself, the — Aaron Whittemore Peter C. Rowell and James Wilson being all discreet and disinterested men resident in the county who being duly sworn on said day by a Justice of the Peace impartially to appraise such real Estate as should be shown them as the Estate of the debtor upon their oaths said that the above described tract of land & buildings being the said debtors right & dower therein & above described shown them as the Estate of said debtor was for the term of Eight years of the value of one hundred and fifty four dollars and twenty four cents and no more, and the said appraisers on the 4th day of May 1844 set off the same by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees, and I have delivered seizen and possession of the same to the said creditor I therefore return this Execution satisfied in full —

Fees - Service	.23
Travel	.25
Ponndage	2.89
Notifying & Swearing Appr.	2.50
Paid Appraisers & Surveyor Fees	5.21
Recording -	1.00
	$12.08

Aaron Whittemore Jr Deputy Sheriff

May 4. 1844. I have this day Received seizen and possession of the above premises by Aaron Whittemore Jr D. Sheriff

Robert Fife Jr.

Received and Recorded September 17. 1844.
Examined
Mitchel Gilmore Jr
Recorder

250

257

Epsom William S. Jennes. vs. John McDaniel Sept. D. 1844

State of New Hampshire.

Merrimack ss.

Seal

To the Sheriff of our County of Merrimack or his Deputy. or either of the Constables of the Town of Epsom within our said County,

Greeting.

Whereas. William S. Jennes of Epsom in said County of Merrimack on the thirtieth day of Septr 1844. before Thomas D. Merill Esquire. one of our Justices of the Peace for our County of Merrimack aforesaid, recovered Judgment against John McDaniel of said Epsom for the sum of Eight Dollars and ten cents debt or damage. and the sum of four dollars forty cents costs of Suit, as to us appears of Record: whereof Execution remains to be done.

8.10
4.40
12.50
- 17

We command you therefore that of the money of the said McDaniel or of his goods or chattels. within your precinct, at the value thereof in money. you cause to be levied. paid. and satisfied unto the said Jennes the aforesaid Sums. being twelve dollars fifty cents in the whole. And also. that out of the money. goods or chattels of the said McDaniel you levy seventeen cents more for this Writ, together with your own fees.

Hereof fail not, and make return of this Writ, with your doings thereon unto our said Justice within sixty days next coming.

Witness our said Justice, at Epsom in said County of Merrimack the 2d day of October A.D. 1844.

Thomas D. Merrill, Jus. Peace.

Merrimack ss. October 26. 1844. Then Thomas D. Merrill personally appeared and made oath that he would impartially appraise at its just value such real Estate as should be shown him as the Estate of the within named debtor to satisfy this Execution - and on the 25th day of November 1844. Jo Saunders and John Geaton personally appeared and made oath as above before me -

Robert Knox. Justice Peace.

We the subscribers having carefully examined a certain tract of Land shown us as the Estate of the said Debtor for the term of his natural life and no longer Literate in Epsom in the County of Merrimack and State of New Hampshire. bounded as follows. viz. beginning on the northerly side of the turnpike road on the line between Epsom and Northwood, thence running North 34° E. on said line 60 Rods. thence N. 50° W. 54 R. thence N. 75° W. 24 R. thence S. 15° W. 78 R. to said turnpike Road thence S. 75° E. 50 Rods by said Road to the first named bounds containing twenty six acres. more or less. do upon our oaths say that the Estate of the said debtor is of the value of four dollars Yearly and no more, and We have set off all the Estate of the said Debtor therein to the Creditor for the term of three years in full satisfaction for the sum due on this Execution and the fees and charges of levying the same, in the above appraisal the buildings on said land are included -

November 25, 1844.

Thomas D. Merrill
Jo Saunders
John Geaton
} Appraisers

Continued

Merrimack ss. Oct 26. 1844.

By direction of the Creditor within named I have extended this Execution upon the Estate of the said Debtor for his life only in the tract of land above described in manner following, to wit, I caused Thomas D. Merill one of the Appraisers chosen by myself, being disinterested to be sworn on the 26th day of October 1844, Impartially to appraise such property as should be shown me as the Estate of the said debtor and on the twenty fifth day of November 1844. I appointed John Geaton of Epsom in said County an appraiser the debtor refusing to appoint, and the said Jonnes the Creditor appointed Job Saunders as the other appraiser. the said Thomas D. Merill John Geaton and Job Saunders being all discreet and disinterested men resident in the County, who being duly sworn by a Justice of the Peace impartially to appraise such real Estate as should be shown them as the Estate of the said Debtor, upon their oaths said that the income of the above described tract of land was of the value of four dollars yearly and no more, and the said appraisers set off the same land by metes and bounds as aforesaid, and have set off all the Estate of the Debtor therein to the said Creditor for the term of three years from the date hereof in full satisfaction for the dollares due on this Execution and the fees and charges of levying the same, in the above setting off the Buildings on said land are included and I have delivered seizen and possession of the debtors intrest in said land to the creditor for the term aforesaid in full satisfaction for this Execution. I therefore return this Execution satisfied in full.

Robert Knox. D. Sheriff.

1844 Octobers Recd five dollars of the within Execution
" Novembers 4th Recd three dollars of the within.

Cost of Levy	
Service -	23
travel	15
Pounday's	31
Swearing appraisers	51
attendance with appraisers	1.00
Surveyor	.75
Appraisers	2,63
Recording	.75
Expense	1.00
	7.33
Balance on	4 67
Execution	$12.00

Merrimack Nov 25th 1844.

I this day received Seizen and possession of the above described tract of land by R. Knox. Deputy Sheriff.
William S. Jennes.

Received and Recorded Nov. 28. 1844.

Examined Mitchel Gilmore Jr
Recorder

252

253

Cyon. Jon^a S. P. Hunt vs. James S. Dickey Apl. S. Hills. County 1845

The State of New Hampshire.

Hillsborough ss,

To the Sheriff of any County or his Deputy.

Seal

Whereas, Jonathan S. P. Hunt of Manchester in said County — Mason, by the consideration of our Justices of our Court of Common Pleas, holden at Amherst, in said County of Hillsborough, on the Second Tuesday of October A.D. 1844, recovered Judgment against James S. Dickey of the same Manchester, Yeoman,

$362.16 For the sum of Three Hundred Sixty two dollars
15.32 Sixteen cents, and cost taxed at Fifteen Dollars —
377.48 Thirty two cents as appears of Record, whereof Execution —
17 remains to be done;

We command You, therefore, that of the goods Chattels or Lands of the said debtor in your precinct You cause to be levied and paid to the said Creditor the aforesaid Sums with lawful interest thereon, and 17 cents more for this Writ; and your own fees.

And in default thereof to arrest the said debtor and commit him to jail. And the Keeper of said Jail is required to detain him in custody until he pay the same with your fees, or until he be discharged by the creditor, or otherwise according to law.

And make return of this Writ, with your doings thereon, to said Court to be holden at Amherst, in said County, upon the Second Tuesday of April next.

Witness, Joel Parker Esqr, the Seventy eighth day of Oct. A.D. 1844.

P. Dodge. Clerk.

Judgment Oct. 26. 1844.

Merrimack ss. November 25th 1844. I have taken all the right in Equity which the within named debtor had on the 20th day of September 1843, when the said premises were attached on the original writ in this suit to redeem one undivided half of a tract of land situate in Hooksett in said County it being about two thirds of Lot No. 52, in the fourth division laid out to the right of Jonathan Dearborn lying in the ninth range, and also a part of Lot No. 53, adjoining beginning at the Northwest corner of Lot No. 52, at a Stake and Stones which is the Southeast corner of Lot No. 51, — thence South Southeast about one hundred rods by the reserve land to a Stake and Stones Standing on the west side of the Londonderry turnpike, thence Northerly by said turnpike about one hundred and ten rods to a Stake and Stones, thence North Northwest eighty four rods to a

Continued.

Stake and Stones, thence South one hundred and six rods and two thirds of a rod to the bound first mentioned, containing fifty four acres, more or less, (the same being subject to a Mortgage made by said debtor to one Frederick G. Stark) and on the same day I posted up Notices that the said right in Equity would be sold at public auction at the house of James Morse in Hooksett in said County on the 28th day of December 1844, at ten O. clock in the forenoon at the Inn of James Morse, at the Inn of E. E. Goodale and at the Inn of Leonard Russell being three of the most public places in said town of Hooksett in which the said property is situate; and said debtor not residing in said town of Hooksett nor within twenty miles of said tract of land I caused a like notice to be published in the Manchester Democrat a Newspaper printed at Manchester in the County of Hillsborough in the vicinity of said town of Hooksett on the 11th 18th and 25th days of said December and on the 28th day I sold the said right in Equity at the time and place appointed as aforesaid at public auction to William P. Harmer he being the highest bidder for the sum of thirty seven Dollars and made and delivered to him a Deed of said right in Equity in the form prescribed by law: I have applied the sum of thirty seven dollars after deducting my fees and charges of sale, (which amount to $11.08.) in part satisfaction of this Execution, to wit, for the sum of $25.92 —

Joseph M. Rowell, D. Sheriff.

Fees.

Service	23
Travel	25
Poundage	93
Advertising	2,50
Paid Printer	2,00
Selling	200
Making Deed	,67
Paid for Recording	1.00
Carrying Execution to Registry Office.	1.50
	11.08

Received and Recorded January 6th 1845.

Examined Mitchel Gilmore Jr. Recorder

254

255

Town of Concord vs Concord Bank March S. 1845

The State of New Hampshire

Merrimack ss, To the Sheriff of our County or his Deputy (LS)

Whereas the town of Concord in said County by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the third Tuesday of September Anno Domini 1844 recovered Judgment against the Resident Directors and company of the Concord Bank a Corporation duly Established by law and doing business in Concord in said County for the sum of two thousand five hundred & eighty Dollars and cost taxed at thirty five dollars and eighty eight cents as appears of record whereof Execution remains to be done

2580, 00
35 88
2615 88
17

We command you therefore that the Goods, Chattels or Lands of the said debtor in your precinct you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees

And make return of this writ with your doings thereon to said Court to be holden at Concord in said County upon the third Tuesday of March next

Witness, Joel Parker Esq, the 20th day of November Anno Domini 1844

Judgt. rendered Nov 19, 1844 S.C. Badger Clerk

Merrimack ss, December 18th 1844 Then George W. Nesmith Moses Colby and Harrison D Robertson personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named debtors to satisfy this Execution

Before me Richard Pinkham Justice of the Peace

We the subscribers having carefully examined a tract of land shewn to us as the estate of the within named President Directors & Company of the Concord bank Bounded as follows Beginning on the Southerly side of Pleasant Street in Concord in the County of Merrimack and State of New Hampshire at the Northeast corner of the land of the Northampshire Asylum for the Insane thence running South about three & half degrees east by land of said Asylum seventeen rods to a post in the corner of the fence thence North about eighty two degrees east about eight rods and twelve links by land of said Asylum to land of Brackett Page, thence by said Pages land North about sixteen and half degrees east seventeen rods and about sixteen links to said Pleasant Street thence westerly by said street about seven rods and sixty links to the place of Beginning containing about one hundred and thirty eight Square rods with all the buildings thereon and appraised the same at its just value do upon our oaths say that the same

Continued

tract of land is of the value of fourteen hundred and twenty five dollars and no more and we have set off the same land by metes and bounds as aforesaid in part satisfaction of the within Execution

Concord, December 18th 1844

Appraisers fee, $3,00

Geo W. Nesmith
Moses Colby
H. D Robertson

Merrimack ss. December 18th 1844 By direction of the creditor within named I have extended this Execution upon the tract of land above described in manner following to wit I caused three appraisers to be appointed that is to say George W. Nesmith by the creditor within named Moses Colby by the debtor within named and Harrison D. Robertson by my self the said George W. Nesmith Moses Colby and Harrison D Robinson being all discreet and disinterested men resident in the said county of Merrimack who being duly sworn by a Justice of the Peace impartially to appraise such real Estate as should be shewn them as the estate of the said debtor upon their oaths said that the above described tract of land shewn them as the estate of the said debtor was of the value of fourteen hundred and twenty five dollars and no more and the said appraisers set off the same tract of land by metes and bounds as aforesaid at that sum in part satisfaction of this Execution and my fees & Charges Levy and setting off the same and I have delivered seisin and possession of the said tract of land to the said Creditor, I therefore return this Execution satisfied in part only to wit for the sum of fourteen hundred and thirteen dollars & thirty five cents and no more

Richard Pinkham Sheriff

Fees seizure	25
travel	05
Poundage	5,60
Notifying Creditors	75
Justice fee	25
my time with appraisers	75
Paid appraisers	3,00
Recorder	1 00
	$ 11, 65

Merrimack ss Concord December 18th 1844 on this day received seisin and possession of the above described tract of land by Richard Pinkham Sheriff

The Town of Concord by committee having in charge the funds of said Town
Sam Coffin
F. P. Fisk
Seth Eastman

Received & Recorded January 4, 1844
Examined Mitchell Gilmore, Recorder

256

257

Eqon. Weare Sappan vs. William Sawyer March S. 1845.

The State of New Hampshire.

Merrimack, ss.

To the Sheriff of any County or his Deputy.

L.S.

Whereas.

Weare Sappan of Bradford in said County attorney at Law by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the third Tuesday of September Anno Domini. 1844. recovered Judgement against William Sawyer of Bradford in said County. Yeoman.

113.39
30.98
144.37
.17
Officers fees on Expon. 9.08
D153.62

For the Sum of one hundred & thirteen Dollars and thirty nine cents and costs taxed at thirty dollars and ninety eight cents to be satisfied only out of the property attached upon said ~~Eqon.~~ Weare Sappan Original writ; as appears of Record; Whereof Execution remains to be done.

We Commond You, thereof, that the goods, Chattels, or Lands of the said Debtor in your preinct which were attached upon said Weare Sappans Original writ viz. All the right, title, interest and claim of the within named William Sawyer in and to the following described pieces of land lying and situated in Bradford in said County and bounded on the north by Parsonage land, Luther French and Allen Cressey land, East by said Allen Cressey land - South by said Cressey land, West by Barth. Smith Land, it being the same land and buildings thereon where said Sawyer now resides containing about one hundred and twenty five acres - Also one other piece of land known by the name of the Blood place, Bounded north by the Road - East by Barth. Smith land, South by land of Joshua Bateman. West by the County Road — Also one other piece of pasture land - bounded on the north by the Road leading from the Centre of Bradford, West by Capt. E. Eatons. East by Barth. Smith Land - South by meadow - West by Capt E. Eatons land Also one other piece of Meadow land bounded on the north by land of George Jones. Wm Ester Dagley, and Moses D. Wadleigh E. East by E. Johnsons Meadow land - South by Timothy W. West. Meadows - West by the Road leading from the plain to Gen. Stephen Hoyts. — Also 2 Open Five Cows - Three two year old Heifers two two Year old Steers. Six one Year old Steers - Five Calves. 4 Yokes one Grindstone, Three Ploughs - Five Sheep - One pr. Cart Wheels & Body - 15 M. Shingle - two Breast Plate Harness - one Waggon, one two horse Sleigh - one Cart - one Cow hide - two hogs - one Sled. four. Chains. a lot of Oats - twenty five tons of hay by Estimation

Also 1 Grey Horse - 1 Single Sleigh. 1 Pr harness. 2 Buffels Robes - 6. Bushels Wheat - 10 Bushels of Oats - 5 tons of Hay by Estimation, You cause to be levyed and paid to the said Weare Sappan the Creditor the aforesaid Sums with lawful interest thereon and Seventeen cents more for this writ, and your own fees

And make return of this Writ, with your doings thereon, to said Court to be holden at Concord in said County upon the third Tuesday of March next.

Witness, Joel Parker, Esqr. the 20th day of November Anno Domini 1844. —

S. C. Badger, Clerk.

Judgt rendered Nov. 19, 1844. —

Continued

Merrimack ss. November 30th 1844. Then John Raymond Joshua Jewett & John Severance personally appeared and made oath that they would impartially appraise at its just value such Real Estate as should be shown them as the Estate of the within named debtor to satisfy this Execution. Before me-

Moses D. Wadley Justice of the Peace,

We the Subscribers, having carefully Examined a tract of Land lying in Bradford in the County of Merrimack Shown to us as the Estate of the within named debtor bounded as follows beginning at a Stake and Stones at the northwesterly corner of Timothy K. Wests meadow Land and on the Easterly side of the road leading from General Stephen Hoyts northerly to the plain - thence northerly by said road twenty two and one half rods to a Stake and Stones - thence north Eighty one and one half degrees East forty six rods to a Stake and Stones on the line of said Wests meadow land, thence by said Wests land South about Eleven degrees west twenty two and one half rods to a Stake and Stones, thence on said Wests land South Eighty one and one half degrees west thirty nine rods and seventeen links to the bound first mentioned, containing six acres of meadow land - and appraised the same at its just value &c. upon our oaths say, that the same tract of land is of the value of one hundred and fifty three dollars and Sixty two cents and no more; and We have set off the same land by metes and bounds as aforesaid in Satisfaction of this Execution and the cost of levying the same -

John Raymond
Joshua Jewett
John Severance,

November 30, 1844.

258

Merrimack ss. November 30th 1844. By direction of the Creditor within named, I have extended this Execution upon the tract of land above described (being part of the within named property attached on the Creditors original Writ.) in manner following, to wit, I caused three appraisers to be appointed that is to say Joshua Jewett appointed by myself, John Raymond appointed by the Creditor within named and John Severance appointed by me for the within named debtor, the said Debtor having been notified and requested to appoint an appraiser, and having neglected to appoint any, the said John Raymond, Joshua Jewett, and John Severance being all discreet and disinterested men, resident in this County, who, being duly Sworn by a Justice of the Peace impartially to appraise such real Estate as should be shown them as the Estate of the debtor, upon their oaths said, that the above described tract of land shown them as the Estate of the said debtor was of the value, of one hundred and fifty three dollars and Sixty two cents, and no more; and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees, And I have delivered seizen and possession of the said tract of land to the said Creditor, & therefore return this Execution Satisfied in full,

Recorded January 16, 1845. George Jones, Dep. Sheriff.

Received & Examined - Mitchel Gilmore Jr. Recorder

Fees -

Servies	23
Travel	15
Poundage	2.70
Charges -	
Paid Justice	.50
" Appraisers	3.00
" Surveyor	1.00
" Recorder &c	1.50
	9.08

November 30th 1844. This day notice given of the foregoing proceedings of the Creditor described. Seizen of Land by George Jones, Deputy Sheriff.

Moses Sessions

259

Expon. Daniel Bickford jr. vs. Daniel Bickford M. S. 1845

The State of New Hampshire.

Merrimack ss.

To the Sheriff of any County or his Deputy.

Whereas, Daniel Bickford Junior of New London in said County Yeoman, by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the third Tuesday of September Anno Domini 1844, recovered Judgment against Daniel Bickford of said New London Yeoman, for the sum of one hundred & forty seven Dollars and twenty Eight cents and costs taxed at Six dollars and ninety five cents as appears of Record, whereof Execution remains to be done.

147. 28
6. 95
154. 23
17

We command you therefore, that the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid Sums, with Lawful interest thereon and 17 cents more for this writ, and your own fees,

And make return of this Writ, with your doing thereon, to said Court, to be holden at Concord, in said County upon the third Tuesday of March next.

Witness Joel Parker, Esqr. the 20th day of November Anno Domini, 1844.

Judgt rendered Nov. 4, 1844. S. C. Badger, Clerk.

October 17th 1844 Rec'd Fifty Dollars of the within Execution $50,00.

Daniel Bickford jr.

Merrimack ss. December 18th 1844. Then Seth S. Sargent, Jacob Dole and Benjamin W. Gay Personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor, to satisfy this Execution

Before me, Jonathan Meserve Justice of the Peace.

We the Subscribers having carefully examined a tract of land situated in the lot of land numbered one hundred and seven in New London bounded Southwesterly by Jacob Doles land, northwesterly by land of said Jacob Dole and Dexter Everett, northeasterly by land of Mercheiah Adams and Adam Davis, and Southeasterly by the Southeasterly line of said lot Estimated at seventy five acres more or less - Shewn to us as the Estate of said Debtor the said debtor holding one undivided half part thereof in common with another, do upon our oaths say that one undivided half part of the same tract of land is of the value of five hundred dollars and no more and we have set off eleven fiftieth parts of one undivided half thereof, to the creditor in satisfaction of this Execution and the fees and charges of Levying the same,

Seth S. Sargent
Jacob Dole
Benjamin W. Gay

December 18th 1844.

Merrimack ss New London December 18th A. D. 1844. By direction of the creditor within named I have extended this Execution upon Eleven fiftieths parts of one undivided half of the tract of land above described in manner following viz, I caused three appraisers to be appointed that is to say Seth S. Sargent by the Creditor within named Jacob Dole by myself and Benjamin W. Gay appointed by me for the debtor, the said Debtor having been notified and requested

Continued

to appoint an appraisers and having neglected to appoint any, the said Seth S. Sargent Isaac Dole and Benjamin W. Gay being all discreet and disinterested men resident in the County who being duly Sworn by a Justice of the Peace impartially to appraise such real Estate as should be shown them as the Estate of the debtor, upon their oaths said that Eleven fiftieth parts of one undivided half of the above described tract of land shown them as the Estate of the said debtor was of the value of one hundred and ten dollars and no more, and the said appraisers set off the same land at that sum in satisfaction of this Execution and my fees, and have delivered seizen and possession of the said Eleven fiftieth parts of one undivided half of said tract of land to the said Creditor, I therefore return this Execution Satisfied in full

Att. Service	23
Travel	05
Poundage	2.29
notifying Appraisers	53
Paid Justice	50
" Appraisers	1.00
" Recording	1.00
	$5.60

M. E. Sargent Dep. Shff.

Merrimack ss December 18th 1844. I this day Received seizen and possession of the above described Eleven Fiftieth parts of one undivided half tract of land above described by Marcus E. Sargent Deputy Sheriff.

Daniel Bickford Jr.

Received and Recorded February 13, 1845

Examined — Mitchel Gilmore Jr
Recorder

Cyrus Cressy, vs. William Sawyer March S. 1845.

1060.70
30.98
1091.68
.17

The State of New Hampshire.

Merrimack ss.

To the Sheriff of any County or his Deputy.

Whereas,

Cyrus Cressy of Bradford in said County Gentleman by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the third Tuesday of September Anno Domini 1844 recovered Judgment against William Sawyer of Bradford in said County Yeoman, for the sum of One thousand & Sixty dollars and seventy cents, and costs taxed at thirty dollars and ninety eight cents, to be satisfied only out of the property attached upon said Cyrus Cressy's original writ as appears of Record, whereof Execution remains to be done

We Command You therefore that of the Goods, Chattels or Lands of the said debtor in your precinct which were attached upon said Cyrus Cressy's original writ, viz, all the right title interest and claim of the of the within named William Sawyer in and unto the following described tracts of land with the buildings thereon lying and situated in Bradford in said County and bounded as follows North by Parsonage Land - Southerly French and Allen Cressy's land East by land of said Allen Cressy - South by said Allen Cressy's land & Barth. Smith's, West by said Barthw. Smiths land it being the farm on which said Sawyer now resides containing about one hundred & twenty acres of land - Also one other piece of land known by name of Blood place and bounded on the North by the Road - East by Barthw Smith's land. South by land of Joshua Bateman - West by the County Road -

Also one other piece of pasture land bounded North by the road leading from Bradford Centre, west by Capt. Elisha Eatons on the East by Barthw Smiths land - South by the meadow land West by Capt. Elisha Eaton's land - Also one other piece of meadow land & bounded North by George Jones, Worster Bagley and Moses D. Wadleigh's land, East by C. Johnson, South by S. Ks. West land West by the road - Also one other piece of land, bounded North by Oliver Sawyers land, East by land of J. W. Sawyer - South by land of Moses Bodwell - West by land of James White containing about forty acres - Also one other piece of land with the buildings thereon and bounded on the North by land of Cyrus Cressy, East by land of Widow Lucy Presby, South by the road, West by land of William Sawyer Jr, it being the same on which John Gilmore and his wife now reside. Also 2 Oxen, 5 Cows, 3 two years old heifers, 2 yearling Steers, 6 one year old Steers, 5 Calves, 4 Yokes 1 grind Stone - 3 ploughs, 5 Sheep, 1 pair Cart Wheels & body 15 thousand Shingles, 2 breast plate Harnesses, 1 Waggon, 1 Double Sleigh 1 Ox Cart, 1 Cow hide, 2 Hogs, 1 Sled, 4 Chains, Lot of Oats, about 25 tons of Hay by estimation, Also one grey Horse 1 Single Sleigh 1 pig Harness & Buffalo Robes, 6 Bushels of Wheat - 10 Bushels oats 5 tons of Hay by Estimation - You cause to be levied and paid to the said Cyrus Cressy the Creditor the aforesaid Sums with lawful interest thereon and Seventeen cents more for this Writ, and your own fees; And make return of this writ, with your doings thereon to said Court to be holden at Concord, in said County, upon the third Tuesday of March next -

Witness Joel Parker Esqr. the 20th day of November Anno Domini 1844,

S. C. Badger, Clerk

Judgt rendered Nov. 19, 1844,

Continued

Merrimack ss. Nov 30 1844. Then John Raymond Joshua Jewett and John Levieranced personally appeared and made Oath that they would impartially appraise at its just value such Real Estate as should be Shown them as the Estate of the within named debtor. to satisfy this Execution - Before me -

Moses D. Wadley, Justice of the Peace.

We the subscribers having carefully ~~read~~ allen Examined three tracts of land. lying in Bradford in the County of Merrimack, shown to us as the Estate of the within named debtor - Counceled as follows. one tract of meadow and wood land. as follows - beginning at a stake and Stones at the northwesterly Corner of Meadow land this day Set off by us to Ward Sappan on Execution against William Sawyer, and on the Easterly side of the road leading from Gen. Stephen Hoyts Northerly to the Plain - thence. northerly by said road. thirty nine and one half rods to a Stake and Stones at the Southwesterly Corner of land of Benja E. Wadley. thence Easterly by land of Benja E. Wadley of Daniel S. Perkins and of Moses D. Wadley Seventy five rods to a Stake and Stones on the line of Obadiah Johnsons land, thence South to Eleven degrees West by said Johnsons land sixteen rods and ten links to land of Timothy K. West thence by said Wests land north Seventy Eight degrees west twenty three rods and fourteen links to a Stake and Stones, thence South Eleven degree west by said Wests land. five and one half rods to a Stake and Stones at the northeasterly Corner of land this day set off to Ward Sappan on Execution against said Sawyer. thence South Eighty one and one half degrees west forty six rods to the bound first mentioned containing about twelve acres, Also one other tract of land called the Colby pasture, beginning at the North Easterly Corner thereof on the Southerly side of the highway leading from Bradford Centre to Gen. Stephen Hoyts - thence by land of the widow Elizabeth Shattuck and Bartholomew Smith South about thirty three and one half degrees west one hundred and Seventy five rods to land Nehemiah Colby - thence North about ~~forty~~ forty degrees west by said Colbys land forty three and one half rods to land of Capt. Elisha Eaton - thence North about thirty four degrees East by said Eatons land one hundred and Sixty rods to said highway - thence Easterly by said highway forty four rods to the bound begun at, containing forty four and one half acres, And. Also, one other tract of land called the Blood place. Beginning on the Southerly side of the highway passing the Centre Meeting house and at the north easterly Corner of the Polly Marshall house lot - thence Easterly by said highway thirty four rods to land of Bartholomew Smith, thence South about thirty four degrees west by land of said Smith one hundred and Sixty five rods to land of David Colby,

262

Continued

thence North fifty nine degrees west, by land of said Colby- forty rods to the County road - thence Northerly on the Easterly side of said County road One hundred and fifty Eight rods to land formerly owned by Timothy K. West, thence by the last named land South about forty two degrees East six rods to a Stake and Stones, thence North about forty nine degrees East by said last named land and Polly Marshall's land twenty two rods to the bound first mentioned in this description containing about forty six and three fourths. acres and appraised the said tracts of land at their just value, do upon our oaths say, that the tract of meadow and wood land first above described is of the value of ninety six dollars - that said tract of land secondly above described called the Colby pasture is of the value of three hundred and thirty three dollars and seventy five cents, and that the tract of land thirdly above described called the Blood place, is of the value of four hundred and forty three dollars and thirty three cents - and that all three of said tracts of land appraised by us as aforesaid and of the value of Eight hundred and seventy three dollars and eight cents and no more. And We have set off the same tracts of land by metes and bounds as aforesaid in part satisfaction of this Execution, and the Cost of Levying the same -
November 30th 1844 -

John Raymond
Joshua Jewett
John Severance

Merrimack ss. November 30th 1844. By directions of the creditor within named I have extended this Execution upon the tracts of land above described (being part of the within named property attached on the Creditors Original Writ) in manner following to wit, I caused three appraisers to be appointed, that is to say, Joshua Jewett appointed by Myself, John Raymond appointed by the creditor within named, and John Severance appointed by me, for the within named debtor, the said debtor having been notified and requested to appoint an appraiser, and having neglected to appoint any. the said John Raymond, Joshua Jewett and John Severance. being all discreet and disinterested men, resident in this County, who being first duly sworne, by a Justice of the Peace, impartially to appraise such real Estate as should be shown them as the Estate of the debtor upon their oaths said, that the tract of meadow and wood land first above described was of the value of ninety six dollars that said tract of land secondly above described, called the Colby pasture, was of the value of three hundred and thirty three dollars and seventy five cents, and that the tract of land thirdly above described called the Blood place was of the value of four hundred and forty three dollars and thirty three cents, and that all three of said tracts of land shown them as the Estate of said debtor, and appraised as aforesaid, were of the value of Eight hundred and seventy three dollars and Eight cents, and no more, and the

Continued

Said Appraisers Set off the said tracts of Lands by metes and bounds as aforesaid at that sum in part Satisfaction of this Execution and my fees and I have delivered Seizen and possession of said tracts of land to said Creditor. from which sum of $873.08. deducting my fees of this levy D 19.29 there remains the sum of $853.79. I therefore return this Execution as Satisfied in part. to wit. for the said sum of Eight hundred and fifty three dollars and seventy Nine cents and no more—

Fees – Service	23
Travel	15
Poundage	7.62
Paid Justice	.50
" Appraisers	4,50
" Surveyor	1,00
" Recorder	2,00
" making Return	1 29
" my time with Appraisers &c	2,00
	D. 19 29

George Jones, Dep. Sheriff

November 30th 1844. I this day received Seizen and possession of the above described tracts of land by George Jones Deputy Sheriff.
Cyrus Bressy

December 7th 1844. We the subscribers having carefully examined one other tract of land and buildings thereon, lying and situate in Bradford in the County of Merrimack bounded and described as follows. Beginning at the northeasterly corner of Leonard Webb's land and on the westerly side of the road leading from the north to Bradford Centre. thence north eighty two degrees west by land of said West six rods and three tenths to a Stake and Stones, thence south thirteen degrees west by said Webb's land three rods to the Widow Elizabeth Shattuck's land. thence north seventy six degrees west by said Elizabeth Shattucks land and land occupied by Job Atkins twenty nine rods and seventeen links to a Stake and Stones – thence South thirty degrees west by said Atkins land five rods and nineteen links to the highway leading from Bradford Centre to Captain Elisha Eatons, thence north fifty Eight degrees west by said highway. three rods and fifteen links to land of Elizabeth Shattucks – thence north thirty five degrees East by land of said Elizabeth Shattucks and of Joshua Jewett fifty five rods and twenty one links to a stake and Stones. thence South fifty nine degrees East by said Jewetts land nineteen and one half rods to a Stake and Stones, thence north thirty three degrees East by said Jewetts land three rods and three links to a stake and Stones. thence north fifty seven degrees west by said Jewetts land ten rods and ten links to the corner of Nathaniel W. Presby's land – thence north about twenty seven degrees East by said Presby's land twenty two rods to a Stake and Stones – thence north thirty nine degrees west by said

264

Continued

Presby's land Eight rods and fifteen links to land of Joshua Jewett - thence north thirty degrees east on land of Joshua Jewett and of Cyrus Cressy about one hundred and fifty four rods to a stake and stones - thence south about seventy degrees east by said Cressy's land forty seven rods and fifteen links to land of Martin Spaulding - thence south thirty degrees west by land of said Spaulding and of the Widow Polly Presby about one hundred and seventy Eight rods to the first mentioned road, thence south eighty Eight degrees west by the road twenty rods - thence south forty four degrees west by the road fifteen rods - thence south six degrees East by the road twenty seven rods to the bound began at; said tract of land containing about fifty Eight acres - Shown to us as the Estate of the within named debtor the said debtor holding one undivided half part thereof, in common with others subject to Polly Presby Gilmore's life estate in the same and subject also to Joshua Jewetts interest in the westerly part of the barn yard and the westerly part of the Barn and appurtenances, do upon our oaths say that one undivided half part of the said tract of land and buildings thereon subject as aforesaid is of the value of one hundred dollars, and no more, and we have set off said one half part thereof to the within named Creditor in part satisfaction of this Execution and the cost of Levying the same -

John Raymond
Joshua Jewett
John Severance

Merrimack ss. December 7. 1844. By Directions of the Creditor within named I have extended this Execution upon one undivided half part of the tract of land with the buildings thereon above described subject to Polly Presby Gilmore's life
estate — in the same and subject also to Joshua Jewetts interest in the westerly part of the barn yard, and the westerly part of the Barn and appurtenances (said Estate being ~~being~~ part of the within named property attached on the Creditors original Writ) in manner following, to wit, I caused three appraisers to be appointed as aforesaid, that is to say, Joshua Jewett by myself, John Raymond appointed by the Creditor within named and John Severance appointed by me, for the within named debtor; the said debtor having been notified and requested to appoint an appraiser and having neglected to appoint any; the said John Raymond, Joshua Jewett and John Severance, being all discreet and disinterested men, all residents of this County, who being duly sworn by a Justice of the Peace, as aforesaid impartially to appraise such real Estate as should be shown them as the Estate of the debtor upon their Oaths said, that one undivided half part of said tract of land and buildings thereon subject as aforesaid, was of the value of one hundred dollars, and no more, and the said appraisers set off said one half part thereof to the within named Creditor in further part

Continued

satisfaction of this Execution and the cost of keeping the same, and I have delivered seizen and possession of said Estate sett off as aforesaid to said Creditor, I from said sum of $100, being deducted my fees of this levey $7.50 there remains the sum of $92.50, I therefore return this Execution further satisfied in part - to wit - for the sum of Ninety two dollars and fifty cents and no more,

Fees -

appraisers	3,00
Surveyor	1,00
My time with Appraisers & Making Returns	3,50
	D. 7,50

George Jones Dep. Sheriff.

December 7. 1844. I this day received seizen and possession of the above described real Estate sett off as aforesaid by George Jones. Dep. Sheriff.

Cyrus Cressy

Merrimack ss December 9th 1844. I have taken all the right in Equity which the within named debtor had on the twenty third day of December 1844. when the said premises were Attached on the original writ in this suit to redeem about one acre of land with the buildings thereon, situated in Bradford in said County and bounded Northerly by the highway, Easterly by the Widow Marshalls land and land set off to Cyrus Cressy on Execution - Southerly by pasture land sett off to said Cressy on Execution. Westerly by the County Road, so called, being the same premises on which said Sawyer now resides, the same being subject to a mortgage made by said debtor to Simeon K. West and on the same day I left at the last and usual place of abode of said debtor a notice in writing, that the said right in Equity would be sold at public auction - at the Store of Hale & West in Bradford in said County - On the fourteenth day of January 1845 at two O.clock in the afternoon, and posted up like notices at the Inn of Lewis Morrill and at the Store of Hale & West & of the most public places in said town of Bradford, in which the said property is situated, and on the said fourteenth day of January 1845. I sold the said right in Equity at the time and place appointed as aforesaid at public auction to Cyrus Cressy he being the highest bidder. for the sum of one dollar and and made and delivered to him a deed of said right in Equity in form prescribed by law - and I have applied the said sum of one dollar - My fees and Charges of Sale being two dollars and fifty six cents - I return this Execution as no further Satisfied on account of the Sale of said right in Equity -

Fees - Travel	,15
3 notices	,51
making Sale	1,00
Deed	1,00
	D. 2,66

George Jones Dep. Sheriff.

Received and Recorded Decby. 21. A.D. 1845.

Examined - Mitchel Gilmore Jr
Recorder
"

266

267.

Epon. Mechanicks Bank vs. R. T. Leavitt. March T. 1845.

The State of New Hampshire.

Merrimack SS.

L. S.

To the Sheriff of any county or his Deputy,

Whereas,

The President. Directors and Company of the Mechanicks Bank. a corporation established by law and doing business at Concord in said county, by the consideration of our Justices of our Court of Common Pleas. holden at Concord in said county of Merrimack, on the third Tuesday of September, Anno Domini, 1844. recovered judgment against Reuben T. Leavitt of Pittsfield in said county, Esquire, for the sum of two hundred & sixty seven dollars and ninety one cents, and costs taxed at ten dollars and five cents. as appears of Record, whereof Execution remains to be done:

267.91
10.06
277.96
17

We command you, therefore, that the goods. chattels. or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums. with lawful interest thereon and 17 cents more for this writ, and your own fees. And make return of this writ with your doings thereon. to said Court, to be holden at Concord in said county, upon the third Tuesday of March next.

Witness. Joel Parker. Esq. the 20th. day of November. Anno Domini. 1844.

S. C. Badger. Clerk.

Judg't. rendered Nov. 19. 1844.

Merrimack, ss. Pittsfield. December 16th. 1844. Then Thomas Berry, jr. personally appeared and made oath that he would faithfully and impartially appraise at it just value such real estate as should be shown to him as the estate of the within named Reuben T. Leavitt. to satisfy the within execution.

Before me Jno. S. Thorndike. Jus. Peace.

Merrimack, ss. January 16th. 1845. By virtue of sundry executions, one in favor of the Trustees of the Philips Exeter Academy one in favor of the town of Pittsfield, and one in favor of the Merrimack County Bank, all against the within named debtor, and returnable to the Court of Common Pleas, in said County, at the March Term 1845. I have this day sold all the right in equity which the said debtor had of redeeming certain mortgaged real estate which is described in my return upon said executions and to which reference may be had, the proceeds of said sale being fourteen hundred dollars - I have applied the sum of ten hundred eighty eight dollars and ninety six cents in full satisfaction of said executions and interest, and my fees & charges, and I have applied the sum of two hundred seventy one dollars and sixty cents on an execution in favor of Moses Norris, jr. against the within named debtor which came in my hand prior to this; and which sum fully satisfies the same together with the fees thereon, and the residue thereof remaining in my hands is thirty nine dollars and forty four cents, from which sum I have deducted my fees being one dollar & twenty one cents, and the ballance is thirty eight dollars and twenty three cents. I have applied in part satisfaction of this execution,

Richard Pinkham. Sheriff.

Fees. Service. 23
Postage. 98
1.21

March 18. 1845. Rec'd of Richard Pinkham Sheriff thirty eight dollars and twenty three cents being the amount of collection by him in the within Moses Norris, jr. vs Reuben T. Leavitt.

Received and Recorded March 20th, 1845.

Examined. Attest. Gilmore, Jr. Recorder.

Continued.

Merrimack. ss. January 29th. 1845. Then personally appeared John Jennes and Jonathan Towle and made oath that they would impartially appraise such real estate as should be shown to them as the estate of the within named Reuben T. Leavitt to satisfy the within execution.

Before me John T. Tucker, Justice of the Peace.

Merrimack, ss. December 17th. 1844: I have taken all the right in equity of the within named debtor to redeem a certain tract of land situated in Pittsfield in said county of Merrimack, bounded as follows, viz.: easterly by land of Stephen Leavitt, southerly by land of Ezra Perkins and James Brown, westerly by the town Farm, and northerly by land of True Morris and Stephen Leavitt; being lot numbered fifty two, and easterly half of lot numbered fifty three in the fourth range and third division of lots in said town of Pittsfield, containing seventy five acres more or less, with all the buildings thereon; it being the homestead farm of the said debtor, and the same being conditionally conveyed by him to one Nathaniel H. Osgood as per Merrimack Records. Vol. 72. Page 526. And on the same day I gave to said debtor a notice in writing, that the said right in equity would be sold at public auction at the house of Farwell & French in Pittsfield in said county, on the 17th day of January then next comming at 11 o'clock A. M. and posted up like notices at the Inn of Farwell & French and at the Post Office, two of the most public places in said Town of Pittsfield, in which the said property is situate: And on the said 17th. day of January, 1845, at the Inn of Farwell & French aforesaid, according to the tenor of the notice aforesaid, I then and there offered at sale at public auction all the right in equity of the aforesaid debtor to redeem the aforesaid tract of land and premises and receiving no bid therefor, and being requested by no person interested, for an adjournment of the sale, said sale was dissolved by me, and I hereby return no assets in my hands received therefrom.

We the subscribers, having carefully examined a tract of land shewn to us as the estate of the within named debtor, bounded as follows viz. northerly by the road leading from Pittsfield Village to London Ridge - westerly by London line - southerly by the Meadow Brook dividing it from land of Daniel Mayfield and easterly by land of Daniel Mayfield, containing twenty four acres more or less: and appraised the same at its just value, do upon our oaths say that the same tract of land is of the value of two hundred and ten dollars, and no more: and we have set off the same land by metes and bounds as aforesaid, in part satisfaction of the within execution. Also, We the subscribers, having carefully examined a lot of land situate in Pittsfield in said county, bounded southerly on Main street in said Pittsfield village, then measuring four rods westerly on the Pittsfield Academy Yard then measuring ten rods, northerly on land of Richard Pinkham, there measureing four rods, easterly on land of Richard Pinkham there measuring ten rods, with the buildings thereon, shewn to us as the estate of the said debtor, do upon our oaths state, that in our judgment, the said real estate cannot be divided and set out by metes and bounds without greatly impairing the value of the whole: and that one eighth part of said real estate is of the value of fifty dollars, and no more: and we have therefore set off to the said creditors one undivided eighth part of said lot and buildings in full satis-

268

Continued.

faction of this execution and the fees and charges of levying the same, and one dollar and fourteen cents.
Pittsfield February 15th. 1846.

Thos. Berry. Jr.
Jona. Towle.
John Jenness,

Merrimack. ss. February 16th. 1846. By direction of the Corporations attorneys within named, I have extended this execution upon the tracts of land above described. in manner following. to wit; I caused three appraisers to be appointed. that is to say. John Jenness by the debtor within named, Jonathan Towle by the Corporations within named; and Thomas Berry. Jr. by myself; the said John Jenness. Jonathan Towle and Thomas Berry. Jr. being all discreet and disinterested men. resident in the county. who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown to them as the estate of the debtor, upon their oaths said, that the above described tracts of land shewn to them as the estate of the said debtor was of the value of two hundred and sixty dollars; that is two hundred and ten dollars for the lot of land adjoining Loudon, and fifty dollars for the one eighth part of land and buildings situated in the village as above described; and no more. And the said appraisers set off the same tracts of land and buildings by metes and bounds as aforesaid, at that sum. in satisfaction of this execution and my fees and one dollar and fourteen cents more: and I have delivered seizin and possession of the said tracts of land and buildings to the said corporations attorney. I therefore return this execution satisfied in full,

John T. Tucker. Dept. Sheriff.

Fees. Service,	.23
Travel, Advertising;	1.09
Travel, Attending Auction,	1.05
Notifying debtor and notice,	.50
Travel, Notifying debtor to appoint	.10
Appraisers	.23
Travel,	.15
Notifying Appraisers,	.69
Travel,	.30
Administering Oaths,	.50
Paid Appraisers,	3.00
Attendance & expenses qui set off	1.50
Travel,	.15
Paid Recorder,	1.25
Poundage,	8.68
Giving Seizin & possession,	.23
Travel.	.05
Making Return on Ex.	.50
	$16.21 cts.

Merrimack. ss. Feby. 15th. 1845. I as the attorney of the Mechanicks Bank. have this day received seizin & possession of the above described tracts of land by Jno. T. Tucker. Deputy Sheriff. Chas. H. Butters.
Received and Recorded March 10. 1845. Examined, Mitchel Gilmore, Jr. Recorder.

Eyon. Edward Hogan vs. R. J. Seavitt. March T. 1845.

The State of New-Hampshire.
Merrimack, ss.

To the Sheriff of any county or his Deputy.

L. S.

Whereas.

Edward Hogan of Pittsfield in said county, Yeoman, by the consideration of our Justices of our Court of Common Pleas. holden at Concord in said county of Merrimack, on the third Tuesday of September, Anno Domini, 1844. recovered judgment against Reuben T. Seavitt of said Pittsfield, Esquire, for the sum of fifty eight dollars and seventeen cents, and costs taxed at thirteen dollars and fifty eight cents, as appears of Record; whereof execution remains to be done;

58.17
13.58
71.75
17

We command you, therefore, that the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon, and 17 cents more for this writ, and your own fees. And Make return of this writ, with your doings thereon, to said Court, to be holden at Concord in said county, upon the third Tuesday of March next. Witness. Joel Parker, Esq. the 20th. day of November, Anno Domini. 1844.

S. C. Badger, Clerk.

Judg't rendered Nov. 19. 1844.

Merrimack. ss. December 16th. 1844. Then Thomas Berry, Jr. personally appeared and made oath that he would faithfully and impartially appraise such real estate as should be shown to him as the real estate of the within named Reuben T. Seavitt, to satisfy the within execution.

Before me Jno. L. Thorndike. Jus. Peace.

Merrimack. ss. January 29th. 1845. Then personally appeared John Jennes and Jonathan Towle and made oath that they would impartially appraise such real estate as should be shown to them as the real estate of the within named Reuben T. Seavitt to satisfy the within execution.

Before me. John P. Tucker, Jus. Peace.

Merrimack. ss. December, 17th 1844. I have taken all the right in equity of the within named debtor, to redeem a certain tract of land situated in Pittsfield in said County of Merrimack, bounded as follows, viz, easterly by land of Stephen Seavitt, southerly by land of Ezra Perkins and James Brown, westerly by the Town Farm, and northerly by land of true Norris and Stephen Seavitt: being lot numbered fifty three in the fourth range and third division of lots in said town of Pittsfield, containing seventy five acres more or less: with all the buildings thereon; it being the homestead farm of the said debtor, and the same being conditionally conveyed by him to one Nathaniel H. Osgood as per Merrimack Records, Vol. 72. Page 526. And on the same day I gave to said debtor a notice in writing that the said right in equity would be sold at public auction, at the Inn of Farwell & French in Pittsfield in said county on the 17th day of January then next coming, at 11 o'clock A. M. and posted up like notices at the Inn of Farwell & French and at the Post Office, two of the most

270

Continued.

public places in said town of Pittsfield, in which the said property is situate, And on the said 17th day of January, 1845, at the Inn of Farwell & French aforesaid, according to the tenor of the notice aforesaid, I then and there offered at sale at public auction, all the right in equity of the aforesaid debtor to redeem the aforesaid tract of land and premises, and receiving no bid therefor, and being requested by no person interested for an adjournment of the sale, said sale was dissolved by me, and I hereby return no afets in my hands received therefrom.

We, the subscribers, having carefully examined a tract of land with the buildings thereon, shewn to us as the estate of the within named debtor, situate in Pittsfield in said county, bounded as follows, viz, southerly on Main Street in Pittsfield village there measuring four rods - westerly on the Pittsfield Academy Yard there measuring ten rods - northerly on land of Richard Pinkham there measuring four rods - easterly on land of Richard Pinkham there measuring ten rods - do. upon our oaths say that, in our judgment, the said real estate cannot be divided and set out by metes and bounds, without greatly impairing the value of the whole; and that one eighth part and five eighths of one eighth part of said real estate and buildings thereon is of the value of eighty one dollars twenty five cents, and no more; and we have therefore, set off to the creditor one undivided eighth part, and five eighths of one undivided eighth part of said lot and buildings, in full satisfaction of this execution, and the fees and charges of levying the same.

Pittsfield. February 15th. 1845.

Thos. Berry. Jr.
Jona. Towle.
John Jenness.

Merrimack, ss. February 15th. 1845. By direction of the creditor within named, I have extended this execution upon the lot of land and buildings above described in manner following, to wit: I caused three appraisers to be appointed; that is to say, John Jenness by the debtor, Jonathan Towle by the creditor, and Thomas Berry, Jr. by myself; the said John Jenness, Jonathan Towle and Thomas Berry, Jr. being all discreet and disinterested men resident in the county; who being duly sworn by a justice of the peace impartially to appraise such real estate as should be shown to them as the estate of the debtor, upon their oaths said that the above described one eighth part and five eighths parts of one eighth of lot of land and buildings, shown to them as the estate of said debtor, was of the value of eighty one dollars, twenty five cents, and no more, and the said appraisers set off the same one eighth part and five eighths of one eighth part of the above described real estate as aforesaid, at that sum in satisfaction of this execution and my fees; and I have delivered seisin and possession of said premises to the said creditor I therefore return this execution satisfied in full.

John T. Tucker. Dep't. Sheriff.

Continued.

Fees. Service, ,23
Travel, ,10
Adoertising, 1 00
Notifying debtor & notice, ,50
Notifying to appoint Appraisers, ,23
Notifying Appraisers, ,69
Administering oaths, ,50
Paid Appebaisers, 1 00
Attendance in Set off, ,66
Paid Recorder, 1 00
Bondage, 1 69
Giving Seizin and possession, ,23
Making return on Expon. ,50

$8.33 cts.

Merrimack. ss. Feby. 15th. 1845. I this day received seizin and possession of the above described real estate, by John S. Tucker. Dept. Sheriff.

E. Hogan,

Received and Recorded March 10th. 1845.

Examined. Mitchel Gilmore, jr.
Recorder.

Expon. Philips Academy vs. R. T. Leavitt, March T. 1845.

The State of New-Hampshire.

Merrimack. ss.

To the Sheriff of any county or his Deputy

L. S.

Whereas.

The Trustees of the Exeter Philips Academy, a corporation duly established by law at Exeter in our county of Rockingham, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said county of Merrimack. on the third Tuesday of September, Anno Domini, 1844. recovered judgment against Reuben T. Leavitt of Pittsfield in said county, Esquire, for the sum of seven hundred & thirty dollars and ten cents, and costs taxed at thirteen dollars and — as appears of Record. whereof execution remains to be done; We command you therefore, that the goods, chattels or lands of the said debtor, in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees and make return of this writ with your doings thereon, to said Court, to be holden at Concord in said county, upon the third Tuesday of March next.

730.10
13.00
743.10
.17

Witness. Joel Parker. Esq. the 20th. day of November, Anno Domini. 1844.

S. C. Badger. Clerk.

Judgt rendered Nov. 19. 1844.

272

Continued.

Merrimack, ss. December 16th. 1844. Then Thomas Berry, Jr. personally appeared and made oath that he would impartially appraise such real estate as should be shown to him as the estate of the within named Reuben T. Leavitt, to satisfy the within execution,

Before me, Jno. L. Thorndike, Justice of the Peace.

Merrimack, ss. February 15th. 1845. Then personally appeared John Jennes and John Berry and made oath, that they would impartially appraise such real estate as should be shown to them as the real estate of the within named Reuben T. Leavitt, to satisfy the within execution.

Before me, John T. Tucker, Jus. Peace.

Merrimack, ss. December 17th. 1844. I have taken all the right in equity of the within named debtor to redeem a certain tract of land situated in Pittsfield in said county of Merrimack, bounded as follows, viz.: easterly by land of Stephen Leavitt— southerly by land of Ezra Perkins & James Brown— westerly by the Town Farm— and northerly by land of Isaac Morris & Stephen Leavitt— being lott numbered fifty three in the fourth range and third division of lots in said town of Pittsfield, containing seventy five acres, more or less, with all the buildings thereon; it being the homestead farm of the said debtor, and the same being conditionally conveyed by him to one Nathaniel H. Osgood, as per Merrimack Records, Vol. 72. page 526, and on the same day I gave to said debtor a notice in writing that the said right in equity would be sold at public auction, at the Inn of Farwell & French in Pittsfield in said county, on the 17th. day of January, then next coming, at 11 o'clock A. M. and posted like notices at the Inn of Farwell & French and at the Post Office, two of the most public places in said town of Pittsfield, in which the said property is situate. And on the said 17th day of January 1845, at the Inn of Farwell & French aforesaid, according to the tenor of the notice aforesaid, I then and there offered at sale at public auction, all the right in equity of the aforesaid debtor to redeem the aforesaid tract of land and premises, and receiving no bid therefor, and being requested by no person, for an adjournment of the sale, interested, said sale was by me dissolved; and I hereby return no offers in my hands received therefrom.

We, the subscribers, having carefully examined a tract of land with the buildings thereon, shewn to us as the estate of the within named debtor, situate in Pittsfield in said county bounded as follows, viz.; southerly on Main street in Pittsfield village there measuring four rods, westerly on the Pittsfield Academy Yard there measuring ten rods, northerly on land of Richard Pinkham, there measuring four rods, easterly on land of Richard Pinkham there measuring ten rods, do, upon our oaths say that in our judgment, the said real estate cannot be divided and set out by metes and bounds, without greatly impairing the value of the whole: and that five eighths parts and three eighths parts of one eighth part of said real estate and buildings thereon, is of the value

Continued.

of two hundred seventy nine dollars seventy two cents. and no more, and we have therefore, set off to the creditors five undivided eighth parts and three eighths of one eighth part of said lot and buildings thereon, in part satisfaction of this execution, and the fees & charges of levying the same.

Pittsfield. February 15th. 1845.

Thos. Berry. Jr.
John Berry.
John Jennes.

Merrimack. ss. Feb. (marzh) 15th. 1845. By the direction of the corporation within named by their attorney, I have extended this execution upon the lot of land and buildings above described, in manner following, to wit: I caused three appraisers to be appointed, that is to say, John Jennes by the debtor. John Berry by the creditors, and Thomas Berry, Jr. by myself, the said John Jennes, John Berry and Thomas Berry, Jr. being all disreet and disinterested men resident in the county; who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown to them as the estate of the debtor, upon their oaths said, that the above described five eighth parts and three eighths parts of one eighth of said real estate shewn to them as the estate of said —— debtor, was of the value of two hundred seventy nine dollars seventy two cents, and no more: and that said appraisers set off the same five eighth parts and three eighth parts of one eighth part of the above described real estate as aforesaid, at that sum, in part satisfaction of this execution, and my fees and charges. And I have delivered seizin and possession of said premises, to the said corporations Attorney. I therefore return this execution satisfied in part.

John S. Tucker. Dept. Sheriff.

Fees. Service.	23
Travel.	10
Advertising.	100
Travel.	05
Attending auction,	50
Notifying debtor of notice,	50
Travel.	10
Notifying debtor to appoint appraiser,	23
Travel.	15
Notifying appraisers,	69
Travel,	30
Administering oaths.	50
Paid appraisers	100
Attendance in set off,	100
Paid Recorder,	100
Poundage,	404
Giving seizin and possession,	23
Making return on ex.	50
	$12. 12 cts.

I, Chas. H. Butters, as the attorney of the above named Philips Academy have this day received seizin & possession of the above described land & premises, by Jno. S. Tucker, Deputy Sheriff. Feby 15. 1845.

Chas. H. Butters.

Received and Recorded March 11. 1845. Examined, Mitchel Gilmore, Jr.
Recorder.

274

Eyon. Samuel Noyes vs. Reuben C. Bowers. March 7. 1845.

L. S.

283.25
14.95
298.20
.17

The State of New-Hampshire.

Merrimack, ss.

To the Sheriff of any county or his Deputy,

Whereas, Samuel Noyes of Beverly in the county of Essex & Commonwealth of Mapachusetts, Gentleman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said county of Merrimack, on the third Tuesday of September, Anno Domini, 1844, recovered Judgment against Reuben C. Bowers of Pembroke in said county, Yeoman, for the sum of two hundred & eighty three dollars and twenty five cents, and costs taxed at fourteen dollars and ninety five cents, as appears of Record, whereof execution remains to be done: We command you, therefore, that the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon, and 17 cents more for this writ and your own fees. And make return of this writ, with your doings thereon, to said Court, to be holden at Concord in said county, upon the third Tuesday of March next. Witness, Joel Parker, Esq. the 20th day of November, Anno Domini, 1844.

S. C. Badger, Clerk.

Judgt rendered Nov. 19, 1844.

Justice Certificate.

Merrimack, ss. December 16. 1844. Then William French personally appeared and made oath that he would impartially appraise at its just value, such real estate as should be shown him as the estate of the within named debtor to satisfy this ejectution.

Before me, Aaron Whittemore, Jr. Jus. Peace.

Merrimack, ss. December 19. 1844. Then Aaron Whittemore and Daniel M. Moore personally appeared and made oath that they would impartially appraise at its just value, such real estate as should be shown them as the estate of the within named debtor to satisfy this ejecution.

Before me. Aaron Whittemore, Jr. Justice Peace.

Appraisers Certificate,

We, the subscribers, having carefully examined certain tracts of land shown us as the estate of the within named debtor, situated in Pembroke in the county of Merrimack, and appraised the same at its just value, do, upon our oaths say, that the debtor's estate in the following described real estate, bounded thus- a piece of land situated on the southerly side of the road in said Pembroke, leading by the house of Cotton K. Simpson to Chichester, and beginning at the northerly corner of land of said Simpson on said road- thence running south 6½° east, about twenty two rods to land of John Glover; thence north 65° east by said Glovers land about eighty rods to land of Hosea B. Barton- thence north 6½° west by said Bartons land to said road- thence westerly by said road to bounds began at, containing ten acres more or less. Also another tract or parcel of land with the buildings thereon, situated on the northerly side of said road in said Pembroke and bounded- begin-

Continued.

ning at the easterly corner of land of said Simpson, near an oak tree— thence north about 55° east, about fifty four rods by said road to land of said Barton— thence north about 13° west, by land of said Barton, about eighty three rods— thence north 55° east, about thirty eight rods, by said Bartons land to corner of said Bartons land. (as taken from the Philips lot, so called.) thence north, twenty three degrees west, by said Bartons land, about one hundred and fifty seven rods to land of Isaac Clement— thence south about 70° east about forty eight rods to Soucook River— thence southerly by said river about fifty rods to land of said Barton, thence south 28° east about one hundred and thirty four rods by said Bartons land to the corner of said Bartons land— thence south about 55 west, about eighty six rods, by said Bartons land and land of said Simpson, to said Simpson land— thence south 57° east, by said Simpsons land about seventy rods, to said road and first bounds, by said oak tree containing about eighty acres more or less— is of the value of three hundred and sixteen dollars and no more: and we have set off the same by metes and bounds, as aforesaid, in satisfaction of this execution.

March 15. 1845.

Aaron Whittemore,
Daniel M. Moore,
William French.

Return;

Merrimack. ss. December 19. 1844. By direction of the creditor within named, I have extended this execution upon the tract of land, or parcels of real estate above described, the same having been attached on mesne process, in manner following to wit: I caused three appraisers to be appointed, that is to say, William French by myself, on the 16th day of December, 1844, Aaron Whittemore by the creditor and Daniel M. Moore appointed by me for the debtor the said debtor having been notified and requested to appoint an appraiser, and refused and neglected to appoint any. the said William French, Aaron Whittemore and Daniel M. Moore, being all discreet and disinterested men, resident in the county, who being duly sworn, (to wit: the said William French on the 16th day of December, 1844. and the said Aaron Whittemore and Daniel M. Moore on the 19th. day of said December.) by a justice of the Peace, impartially to appraise such real estate as should be shown them as the estate of the debtor, upon their oaths said that the estate of said debtor, in the above described real estate, shown them as the estate of the said debtor, was of the value of three hundred and sixteen dollars, and no more. And the said appraisers set off the same by metes and bounds as aforesaid, at that sum in satisfaction of this execution and my fees, and I have delivered seizin and possession of the said tracts of land to the said creditor. I therefore return this execution satisfied in full.

276

Service.	2 8	
Travel.	1 5	
Poundage.	4.2 3	Aaron Whittemore, jr. D. Sheriff. Merrimack, ss. March 15. 1845.
Charges justice fee,	5 0	I have received seizin and possession of the above tracts of
Appraisers fee set off	6.00	land by Aaron Whittemore, jr. D. Sheriff.
Return & [illegible]		Perley & Ainsworth attorneys for creditor.
Recorder	1.00	
	$12.11	

Received and Recorded, March 17, 1845. Examined, Mitchel Gilmore, jr. Recorder.

277.

Epon. Mer. Co. Bank vs. R. P. Leavitt. March T. 1845.

The State of New Hampshire.

Merrimack, ss.

To the Sheriff of any county or his Deputy,

L. S.

Whereas,

The President, Directors and Company of the Merrimack County Bank, a corporation duly established by law having its place of business at Concord in the county of Merrimack aforesaid, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said county of Merrimack, on the third Tuesday of September, Anno Domini, 1844, recovered judgment against Reuben P. Leavitt of Pittsfield in said county of Merrimack, Esquire, for the sum of Two hundred and fifty six dollars and twenty cents and costs taxed at eleven dollars and ninety five cents, as appears of Record, whereof execution remains to be done; We command you, therefore, that the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ and your own fees. And make return of this writ, with your doings thereon, to said Court, to be holden at Concord in said county, upon the third Tuesday of March next;

Witness, Joel Parker, Esq. the twentieth day of November, Anno Domini, 1844.

S. C. Badger, Clerk.

	256.20
	11.95
	268.15
	17
	268.32
Inst.	2.60
	270.92
	2.70
	273.62

Judgt rendered Nov. 19. 1844.

Merrimack, ss. Dec. 17th. 1844. Then John Jenness, James McClellis and Thomas Berry, Jr. personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution.

Before me,

Richard Pinkham, Justice of the Peace.

Having sold the right in equity of the within named debtor as by my return below, I have proceeded no farther in the levy above commanded.

Richard Pinkham, Sheriff.

Merrimack, ss. January 16th. 1845. I have taken all the right in equity, which the within named debtor had on the second day of February, A. D. 1844, the day on which the same premises were attached on the original writ in this and sundry other suits against the said debtor, or had on the 16th day of January, 1845, to redeem a certain tract or piece of land with the buildings thereon situated in Pittsfield in said county and described as follows, to wit; easterly by land of Stephen Leavitt - Southerly by land of Ezra Perkins and James Brown - westerly by the Town Farm and northerly by land of True Norris and Stephen Leavitt - it being the homestead farm of the said debtor; the same being subject to a mortgage made by the said debtor to one Nathaniel H. Osgood, dated the second day of September 1843, to secure the pay-

Continued.

ment of a note signed by said debtor, payable to the said Osgood and bearing even date with the said Mortgage. for the sum of $282.70. in one year, with interest. Also subject to another mortgage made by the said debtor to Jonathan Miller, James Drake & John A. Miller, to secure the payment of a note signed by the said debtor. Jonathan Miller, James Drake & John A. Miller made payable to the Trustees of the Philips Exeter Academy, within three years, said mortgage & note dated March 1st. 1841, and note on interest. on which said mortgage there is one witness only. And on the 16th. day of December, A.D. 1844, I gave the said debtor in hand a notice in writing that the said right in equity would be sold at public auction, at the Inn of Farwell & French in Pittsfield in said county, on the Thursday sixteenth day of January, then next at eleven o'clock in the forenoon; and on the same day I posted up like notices at the Inn of said Farwell & French and at the Inn of James Brown, they being two of the most public places in said Town of Pittsfield, in which said property is situate, and on the said sixteenth day of January A. D. 1845. I sold the said right in equity at the time and place appointed as aforesaid, at public auction, to James Drake, Jonathan Miller & John A. Miller they being the highest bidders, for the sum of fourteen hundred dollars and have made and delivered to them a deed of said right in equity, in the form prescribed by law, and of which said sum I have applied the sum of eight hundred & seven dollars & sixty nine cents in full satisfaction of two executions in favor of the Trustees of the Philips Exeter Academy & the town of Pittsfield, both against said debtor, and I have applied the sum of two hundred eighty one dollars and twenty seven cents in full satisfaction of this execution, and my fees and charges, and the residue thereof being three hundred eleven dollars and four cents which sum I have applied on executions in favor of Moses Norris. jr. and the Mechanicks Bank, both against the said debtor and which I had in my hands on the day of the sale as above.

Richard Pinkham, Sheriff

Fees.	Service,	.23
	Travel,	.75
	Poundage,	3.96
	Notifying debtor,	1.00
	Advertising,	1.50
	Selling,	2.00
	Paid Register,	.92
		$10.35

1845. March 18. Recd. of Richard Pinkham two hundred & seventy three dollars & sixty two cents, in discharge of the within debt & cost & interest to date. Pierce & Fowler. Attys.

Received and Recorded March 18th. 1845.
Examined,
Mitchel Gilmore, jr. Recorder

278

279.

Eyon, The Town of Pittsfield vs. R. J. Leavitt. March T. 1845.

The State of New Hampshire.

Merrimack. ss.

To the Sheriff of any county or his Deputy,

Whereas, The Town of Pittsfield in said county, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said county of Merrimack, on the third Tuesday of September, Anno Domini, 1844, recovered Judgment against Reuben J. Leavitt of said Pittsfield, Esquire, for the sum of one hundred & sixty seven dollars and thirty seven cents, and costs taxed at thirteen dollars and ninety five cents as appears of Record, whereof execution remains to be done. We command you, therefore, that the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditors, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ and your own fees. And make return of this writ with your doings thereon, to said Court, to be holden at Concord in said county, upon the third Tuesday of March next. Witness, Joel Parker, Esq. the 16th. day of December Anno Domini, 1844.

S. C. Badger, Clerk.

L. S.

167.37
3.95
181.32
.17
181.49
Inst. 1.76
183.25
1.83
185.08

Judg't rendered Nov. 19, 1844.

Merrimack, ss. Dec. 17th. 1844. Then John Jemes ss. James McGillis & Thomas Berry, jr. personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution. Before me,

Richard Pinkham, Justice of the Peace.

Having sold the right in equity of the within named debtor, as by Return below, I have proceeded no farther with the levy above commenced.

Fees. Notifying appraisers. .75
Justice fees. .25
1.00

Richard Pinkham, Sheriff.

Merrimack, ss. January 16th. 1845. By virtue of the within and sundry other executions against the within named debtor, I have taken all the right in equity which the within named debtor, had on the second day of February, A. D. 1844, the day on which the same was attached on the original writ in this suit, or had on the day of the sale thereof, to redeem a certain tract or piece of land with all the buildings thereon, situated in Pittsfield in said county, bounded and described as follows, to wit; easterly by land of Stephen Leavitt - southerly by land of Ezra Perkins - and James Brown - westerly by the Town Farm - and northerly by land of True Morris & Stephen Leavitt - it being the homestead farm of the said debtor; the same being subject to a mortgage made by said debtor, to one Nathaniel W. Osgood dated the 2nd. day of September, 1843, to secure the payment of a note signed by said debtor, payable to said Osgood, and bearing even date with said mortgage, for the sum of $282.70, in one year with interest. Also the same premises being subject to a mortgage made by the said debtor to Jonathan Miller, James Drake and John

Continued.

N. Miller to secure the payment of a note signed by said debtor. and the said Drake & Millers, made payable to the trustees of the Philips Exeter Academy, within three years. with interest, said mortgage & note dated March 1st. 1841, said mortgage being signed by one E. W. Eastman (only) as witness. And on the sixteenth day of December, A. D. 1844. I gave to the said debtor a notice in writing that the said right in equity would be sold at public auction, at the Inn of Farwell & French, in Pittsfield in said county on Thursday the sixteenth day of January. then next, at eleven o'clock in the forenoon; and the same day & posted up like notices at the Inn of Farwell & French, and at the Inn of James Brown, they being two of the most public places in said town of Pittsfield, where the said property is situate. and on the said 16th. day of January, A. D. 1846, I sold the said right in equity at the time and place aforesaid at public auction, to James Drake, Jonathan Miller and John N. Miller, they being the highest bidders, for the sum of fourteen hundred dollars, and made and delivered to them a deed of said right in equity. in the form prescribed by law: and I have applied the sum of six hundred, thirteen dollars and ninety nine cents in full satisfaction of an execution in my hands in favor of the Trustees of the Philips Exeter Academy and my fees on the same— And I have applied the sum of one hundred ninety three dollars and seventy cents in full satisfaction of this execution and my fees and charges and the residue thereof, being $592.31. I have applied to satisfy an execution in favor of the Merrimack County Bank and one in favor of Moses Norris, Jr. against the said debtor. and to satisfy in part another execution in my hands. in favor of the Mechanicks Bank against said debtor— and return this execution fully satisfied.

Richard Pinkham, Sheriff.

Fees	Service.	,2 3
	Travel.	,1 7 5
	Poundage,	,3 0 5
Notifying debtor,		1 0 0
Advertising,		1 5 0
Selling.		2 0 0
Paid Recorder,		,9 2
Fees brought down,		1 0 0
		$10.45

1845. March. 18. Recd. of Richard Pinkham one hundred & eighty five dollars & eight cents in discharge of the within debt & cost & interest to date.

Pierce & Fowler, Attys.

Received and Recorded, March 18th. 1845.

Examined,

Mitchel Gilmore, Jr. Recorder.

280

Ejon. Exeter Academy vs. Reuben P. Leavitt. March T. 1845.

L. S.

580. 00
12. 95
592. 95
17
593. 12
Bust, 5. 76
598. 88
5. 98
604. 86

The State of New Hampshire.

Merrimack. ss.

To the Sheriff of any county, or his Deputy.

Whereas.

The Trustees of Exeter Philips Academy, a corporation duly established by law at Exeter in our county of Rockingham, by the consideration of our justices of our Court of Common Pleas, holden at Concord in said county of Merrimack, on the third Tuesday of September. Anno Domini, 1844, recovered judgment against Reuben P. Leavitt of Pittsfield in said county, Esquire, for the sum of five hundred & eighty dollars and cents, and costs taxed at twelve dollars and ninety five cents, as appears of Record whereof execution remains to be done.

We command you, therefore, that the goods, chattels, or lands of the said debtors in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon, and 17 cents more for this writ, and your own fees. And make return of this writ with your doings thereon, to said Court, to be holden at Concord, in said county, upon the third Tuesday of March next. Witness, Joel Parker, Esq. the 20th. day of November. Anno Domini, 1844.

S. C. Badger, Clerk.

Judg't rendered Nov. 19. 1844.

Merrimack. ss. Dec. 17. 1844. Then John Penne ss. James M. C. Ellis and Thomas Berry, jr. personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution.

Before me,

Richard Pinkham, Justice of the Peace.

Having sold the right in equity of the within named debtor, as below, I have proceeded no farther in the levy commenced as above.

Richard Pinkham, Sheriff.

Merrimack, ss. January. 16th. 1845. I have taken all the right in equity which the within named debtor had on the second day of February A. D. 1844. when the said premises were attached on the original writ in this suit, (or had on the day of the sale thereof,) to redeem a certain tract or piece of land with the buildings thereon, situated in Pittsfield in said county, bounded and described as follows, to wit; easterly by land of Stephen Leavitt southerly by land of Ezra Perkins and James Brown westerly by the Town Farm and northerly by land of True Morrison and Stephen Leavitt it being the homestead farm of the said debtor; the same being subject to a mortgage made by said debtor to one Nathaniel H. Osgood, dated the 2nd. day of September 1843, to secure the payment of a note signed by said debtor, payable to said Osgood and bearing even date with said mortgage, for the sum of $82. 70, in one year with interest. Also the same premises being subject to a mortgage made by the said debtor, dated March [illegible] to Jonathan Miller, James Drake and John N. Miller to

Continued.

secure the payment of a note signed by the said debtor, and the said Drake and Miller payable to the Trustees of the Philips Exeter Academy, within three years, with interest: said mortgage being signed by one witness only - and on the sixteenth day of December A.D. 1844. I gave to the said debtor a notice in writing, that the said right in equity would be sold at public auction, at the Inn of Farwell & French in Pittsfield in said county, on Thursday the 16th. day of January, then next at eleven o'clock in the forenoon; and on the same day I posted up like notices at the Inn of the said Farwell & French and at the Inn of James Brown, two of the most public places in said town of Pittsfield in which the said property is situate. And on the said 16th day of January 1845. I sold the said right in equity at the time and place appointed as aforesaid, at public auction to James Drake, Jonathan Miller & John P. Miller, they being the highest bidders for the sum of fourteen hundred dollars, and made and delivered to them a deed of said right in equity in the form prescribed by law: and I have applied a part of said sum, to wit: the sum of six hundred thirteen dollars and ninety nine cents, in full satisfaction of this execution and my fees & charges. And the residue thereof I have applied on sundry other executions, to wit: one in favor of the town of Pittsfield, one in favor of the Merrimack County Bank, one in favor of Moses Norris, jr. and one in favor of the Mechanicks Bank - all against the said debtor; and I therefore return this execution fully satisfied.

Richard Pinkham, Sheriff.

Fees.		
	Service.	2 8
	Travel.	7 5
	Poundage.	5 7 1
Notifying debtor.		1 0 0
Advertising,		1 5 0
Paid for copy of Mill.		,5 0
Examining records,		1 0 0
	Deed,	1 0 0
	Selling,	2 0 0
Paid Clerk.		,5 0
"	Recorder,	,9 2
		$15.11

1845. March 18. Received of Richard Pinkham six hundred and four dollars and eighty six cents in full discharge of the within debt & cost and interest to date.

Pierce & Fowler, Attys.

Received and Recorded March 18th. 1845,

Examined,

Mitchel Gilmore, jr. Recorder.

282

Epon. Francis S. Greenleaf & co. vs. Levi Sweatt. March T. 1845.

The State of New Hampshire.

Merrimack, ss.

To the Sheriff of any county or his Deputy,

L. S.

Whereas,

Francis S. Greenleaf & Jonathan Clement both of Salisbury in the county Merrimack, Gentleman and Copartners in business under the firm of Francis S Greenleaf & Co. by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said county of Merrimack, on the third Tuesday of September, Anno Domini, 1844, recovered Judgment against Levi Sweatt of Manchester in our county of Hillsborough Commoner, for the sum of three hundred & thirteen dollars and forty six cents, and costs taxed at fourteen dollars and seven cents, as appears of Record, whereof execution remains to be done. We command you, therefore, that the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon, and 17 cents more for this writ, and your own fees. And make return of this writ with your doings thereon, to said Court, to be holden at Concord in said county, upon the third Tuesday of March next.

313.46
14.07
327.53
.17

Witness, Joel Parker, Esq. the 20th. day of November, Anno Domini 1844.

S. C. Badger, Clerk.

Judg't rendered Nov. 19. 1844.

Merrimack, ss. December 14th. 1844.

I have taken all the right in equity which the within named debtor had on the tenth day of November, A. D. 1843, when the said premises were attached on the original writ in this suit, to redeem a certain tract of land with the buildings thereon, situate in Boscawen in said county, and bounded and described as follows, to wit: on the southwest by the road leading from Sweatts Mills to Dodges Bridge — on the east by the Blackwaters River — and on the north by land of John S. Stevens — containing thirty seven square rods more or less — it being the same premises conditionally conveyed by the said Swedtt to one Caleb Johnson, as per Merrimack Records vol. 71. page 58. the same being subject to a mortgage made by said debtor to one Caleb Johnson dated the first day of October 1842, to secure the payment of a note bearing even date with said mortgage deed, for the sum of three hundred dollars, payable in manner following one hundred dollars on the first day of October, 1843; and one hundred dollars on the first day of October, 1844; and one hundred dollars on the first day of October, 1845, with interest annually — and on the same day, I left at the usual place of abode of said debtor, a notice in writing, that the said right in equity would be sold at public auction, at the dwelling house of Plummer P. Stevens in Boscawen in said county, on the fifteenth day of January, then next, at one o'clock in the afternoon; and posted up like notices at the inn of John B. West, and at the store of Wyatt Boyden, the Post Office, two of the most public places in said Town of Boscawen, in which the said

Continued.

property is situate; and on the said 15th. day of January, A.D. 1845 I sold the said right in equity at the time and place appointed as aforesaid, at public auction to Francis S. Greenleaf and Jonathan Clement, they being the highest Bidders, for the sum of one hundred and fifty dollars, and made and delivered to them a deed of said right in equity, in the form prescribed by law. And I have applied the said sum of one hundred and fifty dollars, after deducting my fees & charges of sale, in part satisfaction of this execution, to wit, the sum of one hundred and thirty seven dollars, and no more, after deducting my fees as aforesaid.

Richard Pinkham, Sheriff.

Fees.	Service,	,23
	Travel.	1,75
Notifying	debtor,	1,02
	Advertising,	2,00
	Poundage,	2,75
	Clerks fees,	1,50
	Selling,	3,50
	Paid Recorder,	,75
Examining	Records,	,50
	Deed,	1,00
		$13,00

Concord, March 10th. 1845. Received of Richard Pinkham the above named sum of one hundred and thirty seven dollars.

Francis S. Greenleaf & Co.

Received and Recorded March 18th. 1846.

Examined,

Mitchel Gilmore, Jr. Recorder,

Epon. Simeon D. Andrews vs. Stephen W. Clough. March T. 1845.

The State of New Hampshire.

Merrimack. ss.

To the Sheriff of any county or his Deputy.

L. S.

Whereas.

Simeon D. Andrews of Andover in said county, yeoman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said county of Merrimack on the third Tuesday of September Anno Domini, 1844, recovered Judgment against Stephen W. Clough of said Andover, Innkeeper, for the sum of three hundred & seventy one dollars and twenty five cents, and costs taxed at thirteen dollars and ninety cents, as appears of Record, whereof execution remains to be done.

371.25
13.90
385.15
.17

We command you, therefore, that the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees.

And make return of this writ with your doings thereon, to said Court, to be holden at Concord, in said county, upon the third Tuesday of March next, Witness, Joel Parker, Esq. the 20th. day of November, Anno Domini, 1844.

S. C. Badger, Clerk.

Judgt. rendered Nov. 19. 1844.

284

Continued.

Merrimack, ss. December 10th. 1844. I have taken all the right in equity of the within named debtor, to redeem a certain tract of land situated in Andover in said county, known by the name of Mudget Tavern Stand, and bounded on land of Thomas H. Pettingill, Samuel Philbrick, Nathan Woodbury & others- also a piece of land with a dwelling house on the same, known by the name of the Atwood place, the same being subject to a mortgage made to by the said debtor to one French, dated August. A. D. 1843, to secure payment of six hundred dollars on demand with interest. And on the same day & left at the usual place of abode of said debtor, a notice in writing that the said right in equity would be sold at public auction at the late dwelling house of Stephen W. Clough in Andover in said county, on the eleventh day of January, A. D. 1845, at one o'clock in the afternoon, and posted up like notices at the Store of True Brown and at the Inn of J. S. Durgin, two of the most public places in said town of Andover, in which said property is situated. And on the said eleventh day of January, 1845, I sold the said right in equity, at the time and place appointed as aforesaid, at public auction, to Simeon D. Andrews, he being the highest bidder for the sum of three hundred ninety nine dollars and eighty five cents; and made and delibered to him a deed of said right in equity in the form prescribed by law, And I have applied the said sum of $399. 85. after deducting my fees and the charges of sale in full satisfaction of said execution.-

Fees.	
Service,	.23
Travel,	.15
Poundage,	4.68
Advertising,	1.50
Selling &c.	2.00
Making deed & return,	1.00
Paid for ackno.	.17
Paid Clerk,	1.00
	$10.73

True George, Deputy. Shff.

Received and Recorded, March 20th. 1845.
Examined,

Mitchel Gilmore, Jr. Recorder.

Copy. Nathan Smith vs. Josiah Brown. March T. 1845.

La. S.

15.82
5.10
20.92
.17
$21.09

The State of New-Hampshire.
Merrimack, ss.

To the Sheriff of any county or his Deputy.

Whereas,

Nathan Smith of Salisbury in said county, Gentleman, by the consideration of our justices of our Court of Common Pleas, holden at Concord, in said county of Merrimack, on the third Tuesday of September Anno Domini 1844, recovered judgment against Josiah Brown of Wilmot in said county, Yeoman, for the sum of fifteen dollars and eighty two cents, and cost taxed at five dollars and ten cents, to be satisfied only out of the property attached upon said Nathan Smith's original writ, as appears of record whereof execution remains to be done. We command you, therefor, that the goods, chattels, or lands of the said debtor, in your precinct, (~~you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ,~~) which were attached upon said Nathan Smith's original writ, viz "said Brown's homestead where he now lives and occupies, situated in Wilmot in said county," also "a lot of mill logs," you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon, and 17 cents more for this writ, and your own fees. And make return of this writ, with your doings thereon, to said Court, to be holden at Concord, in said county, upon the third Tuesday of March next. Witness, Joel Parker, Esq. the 20th. day of November, Anno Domini, 1844.

S. C. Badger, Clerk.

Judgt rendered Nov. 19, 1844.

Merrimack, ss. December 16th. 1844. Then Ezra Austin, Caleb Merrill and Benjamin Shaw personally appeared and made oath, that they would faithfully and impartially appraise such lands and tenements, or the income of them, as should be shewn them as the estate of the within named Josiah Brown to satisfy the within execution. Before me,

Daniel Osgood, Justice of the Peace.

We, the subscribers, having carefully and attentively examined a tract of land shown to us as the estate of the within named Josiah Brown, situated in Wilmot in the county of Merrimack and State of New Hampshire, bounded and described as follows, to wit: easterly by the road leading from the Turnpike to James Taylor - southerly by the turnpike westerly by land of William Alexander thence by land of James Taylor, containing one hundred acres be the same more or less; meaning all the homestead farm: it being hereby understood that the said Josiah holds a life estate in the said premises, do, upon our oaths, say that the income of the same tract of land is of the value of thirty six dollars for one year and no more, and we have set off the same tract of land by metes and bounds as aforesaid, and have assigned the

286

Continued.

sance to the said Nathan Smith, the creditor within named, in satisfaction of this execution.

Ezra Austin,
Caleb Merrill,
Benja. Shaw,
} Appraisers,

Merrimack, ss. On the 16 day of December, 1844, I commenced a levy of this execution, and in pursuance of the directions of Nathan Smith, the creditor within named, on the 16 day of December, 1844. I extended the within execution upon the income of the tract of land above described in manner following, viz.: I caused three appraisers to be chosen, that is to say, Benjamin Shaw by the creditor within named, Caleb Merrill who was chosen by myself, and Ezra Austin who was chosen by the debtor within named, the said Benja. Shaw Caleb Merrill and Ezra Austin being all discreet and disinterested men and residents in said county of Merrimack, who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shown to them as the estate of the within named debtor upon their oath, said that the income or life estate of the said Josiah, in the above described tract of land shewn to them as the estate of the debtor aforesaid, was of the value of thirty six dollars for one year, and no more, And the said appraisers set off the same land, or estate as aforesaid, by metes and bounds as aforesaid, at that sum, in satisfaction of this execution and my fees, and I have delivered possession and seizin of the said tract of land to Nathan Smith, the creditor within named. I therefore return this execution satisfied aforesaid in full.

Daniel Osgood, Deputy Sheriff.

Fees.	Service,	.28
	Travel,	.75
	Boundage,	.53
Pd.	Appraisers,	9.00
"	Recording,	1.50
"	Attendance to Set-off,	2.50
		$14.51.

December 16. 1844. This may certify that I have this day received full seizin and possession of the above described tract of land by Daniel Osgood, Deputy Sheriff.

Nathan Smith,

Received and Recorded— March 25th. 1845.
Examined,

Mitchell Gilmore, Jr. Recorder.

Expon. Daniel Deshong. vs. Ephraim Stevens April S.C. 1845

L.S.

323.92
22.73
346.65
.17

The State of New Hampshire,
Hillsborough. ss.

To the Sheriff of any County or his Deputy.

Whereas. Daniel Deshong of Boston in the County of Suffolk and Commonwealth of Massachusetts, Yeoman by the consideration of our Justices of our Court of Common Pleas holden at Amherst, in said County of Hillsborough on the Second Tuesday of January A.D. 1845 recovered Judgment against Ephraim Stevens Jr of Manchester in said County Gentleman, for the Sum of Three hundred twenty three Dollars ninety two cents, and costs taxed at Twenty two Dollars Seventy three cents, as appears of Record, whereof Execution remains to be done.

We Command you therefore, that of the goods, Chattels or Lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid Sums with lawful interest thereon, and Seventeen cents more for this Writ, and your own fees.

And make return of this writ with your doings thereon to said Court, to be holden at Amherst in said County upon the third Tuesday of April next.

Witness Joel Parker, Esqr the 15th day of January A.D. 1845.

P. Dodge, Clerk.

Judgment. Janv. 14. 1845.

Merrimack ss. February 10th 1845 Then Richard H. Ayer and Samuel Melvin personally appeared and made oath that they would impartially appraise at its just value such real Estate as Should be Shown them as the Estate of the within named debtor to Satisfy this Execution,

Before me
Seth K. Jones Justice of the Peace,

Merrimack ss February 10. 1845. Then Seth K. Jones personally appeared and made oath that he would impartially appraise at its just value such real Estate as Should be Shown him as the Estate of the within named debtor to Satisfy this Execution

Before me, R. H. Ayer, Justice of the Peace,

We the Subscribers having carefully examined a tract of land situate in Hooksett in the County of Merrimack and State of New Hampshire. bounded as follows. Viz beginning at a Stake and Stones being the Southeast corner of Lot No 126, in the fourth division of Lots formerly in Chester in the County of Rockingham, thence running north Sixty Seven degrees west on the range line fifty five and Seven eighths rods to a Stake and Stones. Thence beginning at the Stake and Stones first above mentioned and running north one degree forty minutes West on the East line of said Lot No. 126, one hundred and Eighty nine rods to the northeast corner of said lot No. 126. Thence South Seventy one degrees west on the range line fifty five rods by measure to a Stake and Stones — Thence Southerly to the westerly

290

Continued

and of said first described line to said State and Stones. containing fifty nine acres one hundred and eight rods more or less. the same being the easterly half of said Lot No. 126. Shewn to us as the Estate of said debtor, the said Peter holding one undivided third part thereof in Common with others. do upon our oaths say that one undivided third part of the same tract of land is of the value of two hundred and twenty dollars and no more and we have set off said one undivided third part thereof to the said Creditor in part satisfaction of this Execution and the fees and Charges of levying the same

R. H. Ayer
Seth K. Jones
Samuel Melvin

February 10. 1815.

Merrimack ss. February 10. 1815. By the direction of Daniel Clark Esquire Attorney for the Creditor within named I have extended this Execution upon one undivided third part of the tract of land above described in manner following to wit, I caused three appraisers to bee appointed, that is to say Richard H. Ayer by Daniel Clark Esquire, Attorney for the Creditor within named Samuel Melvin by the debtor within named and Seth K. Jones by myself, the said Richard H. Ayer, Samuel Melvin and Seth K. Jones being all disinterested and disinterested men resident in the County of Merrimack aforesaid who being duly Sworn by a Justice of the Peace impartially to appraise such real Estate as should bee shown them as the Estate of the debtor upon their oaths said that one undivided third part of said tract of land above described shown them as the Estate of the said debtor was of the value of two hundred and twenty dollars, and no more, and the said appraisers set off the undivided third part of the same land by metes and bounds as aforesaid at that sum in part satisfaction of this Execution and my fees and charges of levying the same and I have delivered seizen and possession of the said tract of land to Daniel Clark Esquire Attorny for the said Creditor. I therefore return this Execution Satisfied in part to wit, for the sum of $200.67 being the residue of said — $220.00 the value of said land after deducting my fees and charges and for no more —

Fees & Chenges

Service	23
Travel	30
Pounedage	3.45
Notifying Parties & Appraisers	3.00
Paid for Sweaning appraisers	.51
Paid appraisers	6.00
Paid Surveyor	2.00
My own time with Appts.	2.00
Making Return & Returning Execution to Recorders Office for Record —	1.00
Paid for Recording	1.00
	19.49

Moses Moulton Deputy Sheriff

Merrimack ss. February 10. 1815. I this day received seizen and possession of the above described tract of land by Moses Moulton Deputy Sheriff —

Dan[l] Clark. Atty
for Daniel Deshong

Received and Recorded April 11. 1815.
Examined
Mitchel Gilmore D. Register.

Eyon John M. Pitman and al Vs James G. Bradbury Sept. T. 1845. B.C.

The State of New Hampshire

L.S.

Belknap S.S. To the Sheriff of any County or his Deputy—
Whereas John M. Pitman of Gilford and Joseph P. Pitman
of Meredith in said County traders & Copartners in trade
in the name of John M. Pitman & Co. by the consideration
of our Justices of our Court of Common Pleas holden at
Gilford in said County of Belknap on the fourth Tuesday of
February A.D. 1845 recovered judgement against James G.
Bradbury of Meredith aforesaid Yeoman for the sum of forty
eight Dollars eighteen cents and costs taxed at thirteen dollars
fifty cents as appears of ~~said~~ record whereof execution remains
to be done; We command you therefore that of the goods chattels
or lands of the said Debtor in your Precinct you cause to be
levied and paid to the said Creditor the aforesaid sums with lawful
interest thereon and 17 cents more for this writ and your own
fees — And make return of this writ with your doings thereon
to our said Court to be holden at Gilford in said County of
Belknap upon the third tuesday of September next —
Witness Joel Parker Esquire the 8th day of March A.D. 1845
E. S. Lawrence, Clerk

4 8.18
13.50
61.68
17

N.B. The judgement in the above suit was rendred on the 7th. day of March A.D. 1845.
E.S. Lawrence Clerk

Merrimack S.S. May the 5. 1845

By virtue of this Execution I have taken all the right in Equity which the within named James G. Bradbury had on the 29th day of February A.D. 1844 of redeeming the following discribed Mortagaged real estate to Wit. The land and buildings which said Bradbury formerly occupied situate at Hills Corner in the Town of Canterbury in said County containing about two acres of land more or less and is bounded on the North by the highway leading from Hills Corner to Meredith Bridge and East by land of Dudley. Hills South by land of Samuel Hutchins And on the First day of April last being thirty days before the time appointed for the Sale hereafter mentioned I gave notice to said Bradbury by publishing the same 3 weeks successively in the Hills. N.H. Patriot a paper published in Concord in said County the said Bradbury not being a resident in the said County or within twenty miles of the property and like notice posted up at the Store of John Jennings and at the Inn of Orville Messer in the town of Canterbury being two of the most Public Places in said Town which the property is situate thirty days before the Sale, that the said James G. Bradburys right of Redeeming said Mortagaged premises would be Sold on the 5th day of May 1845 at 10 O clock A.M. at the Inn of Orville Messer in said Town of Canterbury when and where I sold said right & in Equity of Redemption to Solomon M. Clefford of said Town of Canterbury who Bid ~~the same~~ therefor the Sum of $40,00 which was more than any other Person offered for the same and I have made executed acknowledged & delivered to said Clifford a good & sufficient deed of the

292

Dec 93.

Continued

Said right in Equity From the Proceeds of said Sale I have deducted my fees which amount to $8.73 and the remainder amounts to $31.27 which I have applied in part satisfaction of this Execution

Dudley Smith. Dep. Sheriff.

	Fees
Service	23
Travell	50
Poundage	1,00
Advertiseing & Paid the Printers &c	3,00
Making Sale	2,00
Deed	1,00
Recording	1,00
Execution & Return	

Received & Recorded.—June 6. 1845.

Examined. Mitchel Gilmore Jr.
Register.

Eqy n. Enoch Patterson et al. vs. Josiah S. Knowlton et al Oct. T. 1845

The State of New Hampshire.

Merrimack, ss.

To the Sheriff of any County or his Deputy,

(L.S.)

Whereas,

Enoch Patterson Jr & Lorenzo S. Cragin both of Boston in the County of Suffolk & Commonwealth of Massachusetts, traders and partners negotiating in trade under the firm of Cragin & Patterson, by the Consideration of our Justices of our Court of Common Pleas holden at Concord, in said County of Merrimack on the third Tuesday of March Anno Dominii 1844 recovered Judgment against Josiah S. Knowlton of Hopkinton in said County Trader and Henry H. White of said Hopkinton Trader partners in trade negotiating under the firm of Knowlton & White, for the Sum of Eight Hundred and thirty dollars and three cents, and costs taxed at thirteen dollars and forty Eight cents as appears of Record, whereof Execution remains to be done,

$30,03	
13,48	
$43,,51	
51	
$44,,02	

We Command You, therefore, that the goods Chattels or land of the said Defdn in Your precinct, You cause to be levied and paid to the said Creditors the aforesaid Sums with Lawful interest thereon, and 51 cents more for this & former Writs, and your own fees,

Service —	23
Travel —	20
Poundage	6,25
Return —	50
Recording —	1,25
Appraisers fees on this Expon	4,00
	12,,43

And make return of this Writ, with your doings thereon, to said Court, to be holden at Concord, in said County, upon the Second Tuesday of October next,

Witness — Joel Parker, Esq. the 14th day of April Anno Domini 1845.

S. C. Badger, Clerk.

Judgt rendered April 3 — 1845.

Continued

State of New Hampshire }
Merrimack ss. } April 15. 1845. Then Horace Chase, Daniel Chase and Joseph Stanwood personally appeared and made oath that they would impartially appraise at its just value such real Estate as should be shewn them as the estate of the within named Josiah S. Knowlton to satisfy the writ Execution,

Before me Andrew Leach, Justice of the Peace,

We the Subscribers, on the 15th day of April A.D. 1845 having met and adjourned till the 31st day of May A.D. 1845, and on said 31st of May having met and further adjourned to the twenty first day of June A.D. 1845, on said twenty first day of June again met and having carefully Examined a tract of land shewn to us as the Estate of the within named Josiah S. Knowlton, being the house lot and buildings thereon, as apied by said Knowlton situated in Hopkinton Village - bounded and described as following, beginning at the Highway leading to Concord by land of Horace Chase, thence South 1g. W. by said Chase's land nine rods seventeen links thence South 66g. E. by said Chases land five rods five links to land of Philip Brown thence North 15g. E. by said Brown's land seven rods, thence North 22g. E. by said Brown's land two rods seventeen links to said highway, thence North 65g. W. by said highway five rods twenty links to the place of beginning - And also one other tract of land shown to us as the Estate of the within named Josiah S. Knowlton situated in said Hopkinton Village, bounded and described as follows, beginning at the highway before mentioned by land of Philip Brown, thence South 13g. W. by said Brown's land nine rods five links to land of Horace Chase, thence South 10g. W. by said Chase's land twelve rods, thence South 19g. W. by said Chase's land twenty four rods to a stone wall dividing two fields, thence South 70g. E. following said cross wall two rods and thirteen links to the southeasterly corner of the west field, thence north 19g. E. by the board fence and stone wall dividing the two fields forty three rods and nineteen links to said highway, thence North 65g. W. by said highway fifteen rods and seventeen links to the place of beginning - and having appraised said tracts of land at their just value do, upon our oaths, say, that the said tracts of land are of the value of Eight hundred fifty six dollars and forty five cents, and no more, and we have set off the same tracts of land by metes and bounds as aforesaid in satisfaction of the within Execution -

June 21. 1845.)

Horace Chase,
Daniel Chase
Joseph Stanwood

Merrimack ss. April 15. 1845. By the directions of the Atty for the Creditors within named We entered upon the above described tract of land and buildings and have adjourned from time to time as mentioned in the above return of the appraisers, and on the twenty first day of June A.D. 1845 I have extended this Execution upon the tract of land above described in manner following, to wit, I caused three appraisers to be appointed, that is to say, Horace Chase by myself, Joseph Stanwood by the Atty. for the Creditors, and Daniel Chase appointed by me for the debtor, the said debtor having been notified and requested to appoint an appraiser, and having neglected to appoint any, the said Horace Chase, Joseph Stanwood and Daniel Chase being all decent and disinterested Men resident in the County, who being duly Sworn by a Justice of the Peace, impartially to appraise such real Estate as should be shown them as the Estate of the Debtor, upon their oaths said that the above described tract of land shewn them as the Estate of the said Debtor was of the value of Eight hundred and fifty six dollars and forty five cents and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees, and I have delivered seizen and possession of the said tract of land to the said Atty. for the said Creditors. I therefore return this Execution satisfied in full.

Andrew Leach, D. Sheriff,

1845. I this day received seizen and possession of the above described tract of land by Andrew Leach, D. Sheriff - Perley B. Ainsworth, Attorney for Creditors,

Received and Recorded August 26, 1845.
Examined - Mitchel Gilmore B, Register,

295

Exn. Alexander H. Twombly 2d al. vs. Josiah S. Knowlton 2d al Oct. T. 1845.

The State of New Hampshire,
Merrimack ss.

To the Sheriff of any County or his Deputy.

(L.S.)

Whereas, Alexander H. Twombly of Boston in the County of Suffolk & Commonwealth of Massachusetts Trader, & James Butler of the same Boston trader, & partners in trade jointly negaciating in business under the firm of Twombly & Butler, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack, on the third Tuesday of September Anno Domini, 1844, recovered Judgment against Josiah S. Knowlton of Hopkinton in said County Trader & Henry D. White of said Hopkinton Trader, partners jointly negotiating in business, under the firm of Knowlton & White.

97.19
4.96
102.15
.34
102.49

For the Sum of ninety seven dollars and nineteen cents and costs taxed at four dollars and ninety six cents as appears of Record, whereof Execution remains to be done,

We Command you, therefore, that the goods, Chattels, or Lands of the said Debtors in your precinct, you cause to be levied and paid to the said Creditors, the aforesaid sums with lawful interest thereon and 34 cents more for this Writ, and your own fees,

And make return of this Writ, with your doings thereon, to said Court, to be holden at Concord in said County upon the second Tuesday of October next,

Witness, Jacob Parker, Esq, the fourth day of April Anno Domini, 1845,

S. C. Badger, Clerk,

Fees.

Service	23
Travel	20
Poundage	2,28
Return	50
Recording	1.25
appraisers fees on this Exon	3.50
	7.96

Judgt rendered Nov. 19, 1844.

State of New Hampshire }
Merrimack ss. } April 15. 1845. Then Horace Chase, Daniel Chase and Joseph Stanwood, personally appeared and made oath that they would impartially appraise at its just value such real Estate as should be shown them as the Estate of the within named Josiah S. Knowlton to satisfy the within Execution,

Before me Andrew Peach, Justice of the Peace,

We the subscribers on the 15th day of April A.D. 1845, having met and adjourned till the 31st day of May A.D. 1845, and on said 31st of May having met and further adjourned to the twenty first day of June A.D. 1845, on said twenty first day of June again met and having carefully examined a tract of land shown to us as the Estate of the within named Josiah S. Knowlton bounded and described as follows, situated in Hopkinton Village on the southerly side of the highway leading to Concord beginning at the northeasterly corner of the field appraised this day by us in part satisfaction of an Execution in favor of Patterson and Cragin against Knowlton and White by the bound named highway, thence South 19° W on the stone wall and board fence dividing the two fields forty

Continued

three rods nineteen links to a cross wall, thence north 70° W. by said Cross wall ten rods, and thirteen links to land of Horace Chase, thence South 19° W. by said Chases land and land belonging to the heirs of James Stark, deceased, thirty one rods nine links to land of Philip Brown, thence South 64° E. eleven rods by said Browns land to the South East Corner of the field, thence North 19° E. by said Browns land twenty six rods seven links to the South west corner of the Easterly field, thence South 68° E. by said Browns land nine rods to the South East corner of the Easterly field, thence North 19° E. by said Browns land forty nine rods eighteen links to the North east corner of the Easterly field by said highway, thence North 65° W. by said highway nine rods to the place of beginning - and having appraised said tract of land at its just value, do, upon our oaths, say that said tract of land is of the value of one hundred ten dollars and forty five cents and no more, and we have set off the same land by metes and bounds as aforesaid in satisfaction of the within Execution.

June 21, 1845.

Horace Chase
Daniel Chase
Joseph Stanwood

Merrimack ss. April 15th 1845. By the directions of the Atty for the creditor within named I entered upon the above described tract of land and buildings thereon and have adjourned from time to time as mentioned in the above return of the appraisers, and on the twenty first day of June A.D. 1845. I have extended this Execution upon the tract of land above described in manner following, to wit, I caused three appraisers to be appointed, that is to say, Horace Chase by myself, Joseph Stanwood by the Atty. for the Creditor and Daniel Chase appointed by me for the debtor, the said debtor having been notified and requested to appoint an appraiser, and having neglected to appoint any, the said Horace Chase Joseph Stanwood and Daniel Chase being all discreet and disinterested Men residents in the County Who. being duly sworn by a Justice of the Peace impartially to appraise such real Estate as should be shown them as the Estate of the debtor upon their Oaths said that the above described tract of land shown them as the Estate of the said debtor, was of the value of one hundred ten dollars and forty five cents, and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees, and I have delivered seizen and possession of the said tract of land to the said Atty. for the said Creditor. I therefore return this Execution satisfied in full.

Andw Leach, D. Sheriff.

1845. I This day received seizen and possession of the above described tract of land by Andw Leach D. Sheriff.

Perley & Ainsworth, Attorneys for Creditor

Received and Recorded August 26, 1845.

Examined - Melchet Gilmore Jr
Register.

296

297

Edeon. Abner Perkins, vs. James Underwood, Oct. T. 1845.

The State of New Hampshire.
Merrimack ss.

To the Sheriff of any County or his Deputy.

Whereas, Abner Perkins of Pittsfield in said County, Yeoman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1845, recovered Judgment against James Underwood of said Pittsfield, Yeoman, for the sum of one hundred and twenty one Dollars and three cents, and costs taxed at Eleven dollars and seventy eight cents as appears of Record, whereof Execution remains to be done.

121.03
11.75
132.78
17

We Command you, therefore, that the goods, Chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid sums with lawful interest thereon and 17 cents more for this Writ; and your own fees.

And make return of this Writ, with your doings thereon, to said Court, to be holden at Concord, in said County upon the Second Tuesday of October next.

Witness, Joel Parker, Esq. the 4th day of April Anno Domini 1845.

S. C. Badger, Clerk.

Judgt. rendered April 3d 1845.

Merrimack ss. May 1st 1845. Then personally appeared John L. Thorndike and made oath that he would impartially appraise and set off on the within Execution such Lands and Tenements as should be shown to him as the real Estate of the within named debtor to the within named Creditor.

Before me John S. Tucker Jus. Peace.

Merrimack ss. June 25th 1845. Then personally appeared Reuben L. Leavitt and William Connor and made oath that they would impartially appraise and and Sett off on the within Execution such Lands and tenements as should be shown to them as the Real Estate of the within named debtor, to the within named Creditor.

Before me John S. Tucker, Jus. Peace.

We the Subscribers having carefully examined a tract of land with the buildings thereon, shewn to us as the Estate of the within named debtor, bounded as follows; beginning at Stake and Stones on the road leading from Pittsfield Village to the Friends Meeting House on the Southerly corner of land of Daniel Durgin, thence running North 45 degrees west Eleven rods nineteen links to Stake and Stones, thence running South 44 degrees west twelve rods fifteen links on Land set off on Execution John P. Lyman vs. James Underwood to Stake and Stones on the above mentioned road; thence running

Continued

Easterly on said road nine rods five links to the first mentioned bounds; and appraised the same at its just value, &c, upon our oaths say, that the same tract of land and buildings thereon is of the value of seventy dollars and no more, and we have set off the same land by metes and bounds as aforesaid in part Satisfaction of the within Execution,

R.S. Leavitt
John L. Shorndike
William Connor

Merrimack ss. June 25th 1845,

By direction of the creditor within named I have extended this Execution upon the tract of land above described in manner following, to wit, I caused three appraisers to be appointed, that is to say Reuben D. Leavitt appointed by myself, John L. Shorndike appointed by the creditor and William Connor appointed by me for the debtor, the said debtor having been notified and requested to appoint an appraiser and having neglected and refused to appoint any, the said Reuben D. Leavitt, John L. Shorndike and William Connor, being all disent and disinterested men resident in the County; who being duly sworn by a Justice of the Peace impartially to appraise such real Estate as should be shown to them as the Estate of the debtor; upon their oaths said that the above described tract of land with the buildings thereon, shown to them as the Estate of the said debtor was of the value of Seventy Dollars and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum, in part Satisfaction of this Execution and my fees and charges of Levying the same and I have delivered seizen and possession of the said tract of land to the creditor. I therefore return this Execution Satisfied in part, to wit, for the sum of sixty dollars thirty five cents, being the residue of said Seventy dollars, the value of the land after deducting my fees and charges, and for no more. —

Fees —	Service	,23
	Travel	10
	Poundage	1,65
Charges —	paid Justice	50
	" Appraisers	3,00
	" Recorder	1,00
	Attendance & Expenses in Sett off	1.50
	Notifying debtor	,23
	" Appraisers	,69
	" Travel	,25
	making return	,50
		$9,,65 cts.

John S. Sucker, Dep't. Sheriff —

Merrimack ss. June 25th 1845. I this day receive seizen and possession of the above described tract of land by John S. Sucker Dep't. Sheriff —

Abner Perkins.

Received and Recorded October 7. 1845 —

Examined - Mitchel Gilmore Jr. Register.

298

299

Eqon. Stephen W. Marston. vs. Robert Eastman. Oct. S. 1845.

The State of New-Hampshire.

Merrimack, ss.

To the Sheriff of any County or his Deputy.

Seal

Whereas,

Stephen W. Marston of Newbury port in the County of Essex & Commonwealth of Massachusetts, Esqire

by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini, 1845 recovered Judgment against Robert Eastman of Concord in said County Gentleman, for the sum of Seven hundred & Sixty

769.07
14.42
783.49
17

nine Dollars and Seven cents, and costs taxed at fourteen Dollars and forty two cents, as appears of Record whereof Execution remains to be done

We command you therefore, that the Goods, Chattels or Lands of the said Debtor in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid sums with lawfull interest thereon and 17 cents more for this Writ, and your own fees, and in default thereof, to arrest the said Debtor, and commit him to the Jail, and the Keeper of such Jail is required to detain him in custody until he pay the same with your fees, or until he is discharged by the Creditor, or otherwise according to Law.

And make return of this Writ, with your doings thereon to said Court, to be holden at Concord, in said County, upon the second Tuesday of October next.

Witness Joel Parker, Esq. the 14th day of April Anno Domini 1845

S. C. Badger, Clerk.

Judgt. rendered April 3. 1845.

Merrimack ss. May 2nd - 1845. Then Samuel Coffin, Charles H. Clough, and Stephen C. Badger personally appeared and made Oath that they would impartially appraise at its just value such Real Estate as should be shown them as the Estate of the within named debtor to Satisfy this Execution

Before me - Richard Bickford, Justice of the Peace.

Merrimack ss. May 2nd 1845 I have taken all the right in Equity of the within named debtor to redeem a certain tract or piece of land situate in Concord in the County of Merrimack & State of New Hampshire, bounded and described as follows, to wit, beginning at an apple tree on the Canterbury Road near the House of Jeremiah Peeker, thence running North 87 degrees East, by said Peekers land 112 rods to a stone thence 1½ degrees East 170 rods to a stone being a bound of Meshech Langs Land, thence north 81½ degrees East 65 rods to an Ash tree, thence South 4 degrees East 107 rods to a stone on Land owned or formerly owned by Nathaniel Parker thence South 23 degrees west 50 rods to a stake and stones thence South 12 rods & 18 Links to a stone on the road leading to Samuel Curtis Barn, thence by said Road to Land owned or formerly owned by William Herd;

Continued

thence west by said Herd Land and Land formerly owned by Benjamin L. Libbey to the highway leading to Canterbury, thence Northerly by said highway to the first mentioned bound, containing ninety five acres more or less, the same being subject to a Mortgage made by the said debtor, and Jonathan Eastman & John L. Eastman to one Alice Walker dated March 2nd 1840, to secure the payment of their Joint note for the sum of Nine hundred Seventy dollars & forty six cents on demand with interest annually, And on the same day I gave to the said debtor a notice in writing that the said right in Equity would be sold at public auction at the Store of Charles H. Clough in Concord in said County of Merrimack on the second day of June A.D. 1845, at eleven O. Clock in the forenoon and posted up like notices at the Inn of William Walker and at the Inn of John Gage two of the most public places in said town of Concord in which the said property is situate, and on the said 2nd day of June A.D. 1845, I sold the said right in Equity at the time and place appointed as aforesaid at public auction to Robert E. Parker and Jonathan E. Lang they being the highest bidders for the sum of one hundred and forty five dollars and made and delivered to them a deed of said right in Equity in the form prescribed by law, and I have applied the said sum of $145.00 after deducting my fees and charges of sale in part satisfaction of this Execution, to wit, the sum of One hundred thirty three dollars and seventy seven cents,

Richard Pinkham, Sheriff

Fees.

Service	.23
Travel	.30
Passage	2.70
Ascertaining bounds and incumbrance	1.00
Advertising	2.00
notifying debtor	1.00
Selling	3.00
Clerks fees	.25
deed & acknowledging	.75
	$11.23

Concord June 3 1845 Received of Richard Pinkham Sheriff the above named sum of one hundred thirty three dollars and seventy seven cents.

Theodore Freench
Lewis Downing

We the Subscribers having carefully examined two several tracts of Land situated in Concord in said County of Merrimack bounded and described as following, to wit, the first piece situated near Turtle Pond, so called, beginning at a stake on the drift way. thence running South twenty three degrees East sixty nine rods by said drift way to a White Oak tree marked, thence north seventy two and a half degrees East. Eighty nine rods to a small maple tree marked, thence north twenty one and three degrees west sixty nine and a half rods to a stake and stones, thence South seventy two degrees west ninety one rods to the first mentioned bound containing thirty nine acres, The second piece situated on the Southerly side of the

300

Continued

old Portsmouth Turnpike Road, Beginning at a Stake and Stones at the Northwesterly corner of said Piece and adjoining Land of John Eastman, thence South fifteen and a half degrees East fifty seven rods and twenty one links to a Stake and Stones thence South Eighty Six degrees East thirty four rods to Merrimack River, thence Northerly by said Merrimack River fifty three rods to a Stake, thence North forty seven degrees West twenty one rods and Eleven links to a Stake and Stones thence South eighty nine degrees west eighteen rods to a Stake and Stones, thence North eighty and a half degrees West Eleven rods and Six links to the Place of beginning containing fourteen acres and thirty three Square rods, Shewn to us as the Estate of the said Debtor, the said debtor holding one undivided Third, Part thereof, in Common with others as upon our oaths say that one undivided third part of the Same tracts of land is of the value of Three Hundred and ten dollars Six cents, and no more; and we have Set off said one undivided third part thereof to the said Creditors in Satisfaction of the within Execution and the fees and Charges of Levying the Same. — Saml. Coffin
May 2d 1845. Stephen C. Badger
Chas. H. Clough

Merrimack ss May 2d 1845, by the Direction of Theodore French and Lewis Downing they being the Creditors in interest in this Execution, I have extended this Execution upon the two Several tracts of land above described in manner following, to wit, I caused three Appraisers to be appointed that is to say, Samuel Coffin by the creditors in interest, Charles H. Clough by the debtor within named and Stephen C. Badger by myself, they all being Sworn and disinterested Men resident in said County, who being duly Sworn by a Justice of the Peace impartially to appraise Such real Estate as Should be shown them as the Estate of the said debtor, upon their oaths said that the one undivided third parts of the above described tracts of land (that being the said debtors interest in the Same) Shewn them as the Estate of the said debtor was of the value of three hundred and ten dollars Six cents and no more, and the said appraisers Set off the Same land by metes and bounds as aforesaid at that Sum in part Satisfaction of this Execution and my fees and charges, and I have delivered Seizen and possession of the one undivided third part of said tracts of land to the said Creditors in interest I therefore return this Execution Satisfied in part only to wit, for the Sum of one hundred thirty three dollars and Seventy Seven cents accruing from the above Sale of Equity of Redemption and the Sum of two hundred ninety two dollars and fifty Eight cents for said tracts deducting my fees and charges being ~~Seventeen~~ $17.48. making in all the Sum of four hundred twenty Six dollars and ~~Seventy~~ Five cents, and no more

Fees — Seizin	23
Travel	45
Four days	4 30
Notifying debtor & appraisers	1.25
Justice fees	25
Six times with appraisers	2.50
Paid appraisers	6.00
Surveyor	1.00
Recorder	1.50
	$17.48.

Richard Pinkham, Sheriff

Merrimack ss May 2. 1845. This day received Seizen and possession of the one undivided third part of the above described tracts of land by Richard Pinkham, Sheriff

Theodore French
Lewis Downing

Received and Recorded October 18, 1845.
Examined Mitchell Gilmore Jr Register.

Copy on John Baker 2d. Sal. &c. Nath.l A. Davis & al Oct. T. 1845.

The State of New Hampshire,

Merrimack ss.

To the Sheriff of any County or his Deputy.

Seal

Whereas, John Baker 2d of Derry in the County of Rockingham Gentleman, & Nathaniel Baker of Newberg in the County of Merrimack aforesaid Gentleman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack, on the fourth Tuesday of March Anno Domini, 1845. recovered Judgment against Nathaniel A. Davis and Benjamin Wadleigh both of Sutton in said County Esquires, for the sum of

386. 34 three hundred and Eighty six Dollars and thirty four
15 25 cents, and costs taxed at fifteen dollars and twenty five
401. 59 as appears of Record which Execution Remains to be done
17

We command you therefore that of the Goods Chattels, or Lands, of the said Debtors in your precinct, you cause to be levied and paid to the said Creditors, the aforesaid sums with lawful interest thereon and 17 cents more for this Writ, and your own fees, and in default thereof, to arrest the said debtors, and commit them to the Jail, and the Keeper of said Jail is required to detain them in custody until they pay the same with your fees, or until they are discharged by the creditors or otherwise according to law.

And make return of this Writ, with your doings thereon, ~~to said Court~~ to said Court to be holden at Concord, in said County upon the Second Tuesday of October next,

Witness Joel Parker Esq. the 4th day of April Anno Domini, 1845.

S. C. Badger, Clerk.

Judgt. rendered April 2d 1845.

Oct. 4th 1845. Recd of the within Execution thirty two dollars and fifty cents

$32.50

M. E. Sargent.

Merrimack ss. Sutton May 3 A.D. 1845. Then Reuben Poston personally appeared and made oath that he would impartially appraise at its just value such real Estate as should be shown him as the Estate of the within named debtor to satisfy this Execution —

Jon.a H. Harvey Justice of the Peace.

Merrimack ss. October 6th 1845 Then Robert Lane and John Pillsbury personally appeared and made Oath that they would impartially appraise at its just value such Real Estate as should be shown them as the Estate of the within named debtor to satisfy this Execution

Enoch Page. Justice of the Peace,

We the Subscribers having carefully examined a tract of land Shewn to us as the Estate of the within named Debtors bounded as follows, beginning at the corner of the road

302

Continued

leading to the old First Mill, thence Easterly on the road leading over Kimball hill to the mouth of the brook running through Calvin Dressers land, thence Southerly across the river to the South side thence Easterly down said river to James Bursels land, thence westerly on Bursiel and Sam[t]. Fierson land to N.A. Davis land, thence North to the East side of the old Mill road at the river, thence on East side of said road to the bounds first mentioned, to contain Eleven Acres more or less. together with the buildings and Carding Machines and all the other Machinery now in said buildings. and appraised the same at its just value do upon our oaths say that the same tract of land &c is of the value of Three Hundred and Ninety five dollars and forty six cents and no more, and we have set off the same land &c by metes and bounds as aforesaid in Satisfaction of the within Execution the above land is situated in Sutton and formerly owned by Bradley Morrill -

Sutton October 6.th 1845.

Robert Lund
Reuben Porter
John Pillsbury

Merrimack Ss. Sutton October 6th A.D 1845. By direction of one of the Creditors within named I have extended this execution upon the tract of land above described in manner following to wit, I caused three appraisers to be appointed that is to say, Robert Lund by Nathaniel Baker one of the Creditors within named Reuben Porter by the debtor within named and John Pillsbury by myself, the said Robert Lund Reuben Porter and John Pillsbury being all disreet and disinterested Men resident in the County who being duly Sworn by a Justice of the peace impartially to appraise such real Estate as should be shown them as the Estate of the debtor upon their Oaths said that the above described tract of land and Machinery shown them as the Estate of the said debtor was of the value of Three Hundred and ninety five dollars and forty six Cents and no more. and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in Satisfaction of this Execution and my fees, and I have delivered seizen and possession of the said tract of land and Machinery to said Creditor. I therefore return this Execution satisfied in full -

Fees two Services	.46.
Travel	50
Poundage	4.82
Paid Justice	.17
Appraisers	6.00
Recorder	.50
my time & Expenses	1.50
	$ 13.95

M. E. Sargent Dep. Sheriff

Merrimack Ss October 10. A.D. 1845 - I this day received seizen and possession of the above described tract of land and Machinery by M. E. Sargent Dep. Sheriff.

Nathaniel Baker

Received and Recorded October 11. 1845.

Examined

Mitchel Gibson Jr
Register.

Eyon H. E. Perkins vs Susan C Johnson

State of New Hampshire
Merrimack, ss,

{Seal}

To the Sheriff of any County or his Deputy

Whereas

H E Perkins of Hopkinton in said County Yeoman by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1845 recovered Judgment against Susan C Johnson of Springfield in the County of Sullivan, for the sum of eighty dollars and six cents, and costs taxed at five dollars and twenty eight cents as appears of record which of Execution remains to be done — We command you, therefore that the goods, chattels, or Lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor, the aforesaid sums with lawful interest thereon and 17 cents more for this Writ, and your own fees. And make return of this Writ with your doings thereon, to said Court, to be holden at Concord in said County upon the second Tuesday of October next

80,06
5,28
85,34
17

Witness Joel Parker Esq the 4th day of April Anno Domini 1845—

S. C. Badger Clerk

Judgment rendered April 3d 1845

~~Merrimack ss. April 24. 1845. By dues return of the execution within named I have extended this execution upon the one undivided half part of the tract of land~~

Merrimack ss April 24th 1845 Then John Currier Daniel Chase and John Whittaker personally appeared and mad oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me Andrew Leach Justice of the Peace

We the subscribers having carefully examined a tract of land shown to us as the estate of the within named debtor, situate in Hopkinton in the county of Merrimack and is the same place where John Choatt deceast formerly resided bounded as follows: Beginning at the South east corner running Northerly 23½ Rods by Benjamin Kimballs land to a stake and stone thence Westerly by ~~land of said~~ Kimballs land nine rods to a stake and stones, thence Southerly by land of George Choatt 23½ Rods to the old Road leading from John Currier by George Choatt to a stake and stones in the fence, thence easterly by said old Road eight Rods and 7 links to the bounds first mentioned with the buildings thereon, the said debtor holding one undivided half part thereof in common with others, we upon our oaths say that one undivided half part of the same tract of land and buildings is of the value of fifty dollars and no more and after deducting the officers fees and charges of levying the same, we have set off said one undivided half part thereof to the said creditor in the sum of forty three dollars in part satisfaction of this execution and the fees and charges of levying the same

April 24. 1845—

John Currier
Daniel Chase
John Whittaker

304

Continued

Merrimack ss April 24th 1845

By direction of the creditor within named I have extended this execution upon one undivided half part of the tract of land and buildings above described in manner following to wit; I caused three appraisers to be appointed that is to say, John Currier by the creditor within named Daniel Chase appointed by me for the said debtor, the said debtor not residing in this county nor within twenty miles of the property to be appraised, and John Whittaker by myself, the said John Currier Daniel Chase and John Whittaker being all discreet and disinterested men, residents in the county who being duly sworn by a Justice of the peace impartially to appraise such real estate as should be shown them as the estate of the debtor, upon their oaths said that the above described one half of the tract of land shown them as the estate of the said debtor was of the value of fifty dollars and no more; and the said appraisers set off the same land by metes and bounds as aforesaid after deducting the officers fees and charges of levying the same in the sum of forty three dollars in part satisfaction of this execution

Andw Leach Dep Shff

Fees Service	23
Travel	30
Poundage	1,50
Justice fees	50
Recording	1,25
Return	72
Appraisers	2,50
	7 0.0

Merrimack ss; Oct 10th 1845 I this day received seizen and possession of the above described tract of land by Andrew Leach Dep Sheriff for the within named Creditor H H Perkins

For the within named Creditor

Received and Recorded October 14th 1845

Examined — Mitchel Gilmore D.

Register.

Exon

William Smith vs Asa Smith

State of New Hampshire

Merrimack. ss.

{L.L}

To the Sheriff any County or his Deputy

Whereas William Smith of Wilmot in said County Yeoman by the consideration of our Justices of our Court of Common Pleas holden at Concord in said county of Merrimack, on the fourth Tuesday of March Anno Domini 1845 recovered Judgment against Asa Smith of said Wilmot Yeoman, for the sum of ten hundred and ninety one dollars and twenty eight cents and costs taxed at eight dollars and five cents as appears of Record whereof Execution remains ~~remains~~ to be done —

1091,28
8,05
1099,33

We command you, therefore, that the Goods Chattels or Lands of the said Debtor in your Precinct you cause to be levied and paid to the said Creditor, the aforesaid sums with lawful interest thereon and seventeen cents more for this Execution

Writ and your own fees
And make return of this Writ with your doings thereon to said Court to be holden at Concord in said County on the second Tuesday of October next

Witness Joel Parker Esq the fifth day of April Anno Domini 1845
S G Badger Clerk

Judgment rendered April 5th 1845
Returned and Recorded October 18th 1845

Merrimack ss, October 14th 1545 On the eighth day of April last past I have seized and took the following goods and Chattels the property of the within named Debtor five Chains, two strings of Bells three Yokes two pair of Oxen three Scythes & Sneaths, one Single Sleigh one Gig Waggon three Cows one horse one horse Harness One yoke of Oxen twenty two Sheep One pitch fork; on the same day I advertised the said goods for sale at the Dwelling house of Asa Smith the within named Debtor, on Monday the 14th day of April 1845 at one Oclock in the after noon by posting up notices of the said time and place at the Inn of Porter Philbrick and at the Store of Merrill Crafts two of the most Public in the Town of Wilmot in said county, and the said fourteenth Day of April I sold the said goods at the time and place appointed as aforesaid at Public auction to the highest bidders as follows on Chain at 21 cts one Do at 30 cts one Do at 21 cts one Do at 17 cts one String of Bells at 16 cts on Do at 7 cts One Chain at $1 03 one Yok at 13 cts one Do at 35 cts one Do at 80 cts on pr Bows at 13 cts one Do at 20 cts on Saw at $2,00 one Sythe and Sneath at $1,50 on Do at 92 cts one waggon at $25 on Sleigh at $12 one Cow at $19 ten Sheep at $17 one horse at $50 Harness at $5,00 one Cow at $17,50 one Cow and Calf at $68 twelve Sheep at $35,40 one pitch fork at 31 cts the whole amount of proceeds of sale being $282,59 from which sum I have Deducted the lawful Charges of selling the same and my fees being fourteen Dollars and eight cents and the residue thereof being $268,51 I have applied in part satisfaction of this Execution

True George D Shff

Fees &c	23
Inn	60
Paindags	9,25
advertising	1,50
selling	1,50
Clerk	1,00
	$14,08

Merrimack ss April 14th 1845
Recd of True George D Shff the above sum of two Hundred sixty eight Dollars 51 Cts in discharge of the within Execution in part
William Smith

Merrimack ss April 14th 1845 Then Andrew Langley, Joseph Tucker and Thomas Brown personally appeared and made oath that they would impartially appraise at its Just value such Real estate as should be shown them as the estate of the within named Debtor to satisfy this Execution

Before me True George Justice of the Peace

306

Exon William Smith vs Asa Smith Continued

We the subscribers having carefully examined two tracts of land Shewn to us as the property of the within named Debtor situate in Wilmot in said County of Merrimack bounded and described as follows, one peice being the Northerly half of Lot No fifty six estimated at seventy five acres more or less Bounded on the East and South by lands of Mergoot Gay on the West by the Rogers farm, so caled and on the North by land of Oliver Morrill, Also the Northerly fifty acres of lot No fifty seven bounded on the East of James Brown on the North by land of Benyamin Jones and Samuel Thompson West by land of Daniel Hook and South by land of Benyamin Dickey and Jabez Morrill and appraised the same tracts its Just Cash value do upon our oaths say the same tracts of land are of the value of Eight hundred thirty six dollars and forty nine cents and no more and we have set off the same land by mets and bounds as aforesaid in satisfaction of the ballance of the within Execution

Andrew Langley
Thomas Brown
Joseph Tucker

Wilmot April 14th 1845

Merrimack ss. April 14th 1845 By direction of the Creditor within named I have extended this Execution upon the tracts of land above described in manner following to wit, I caused three appraisers to be appointed, that is to say, Thomas Brown by the Creditor within named Joseph Tucker by the Debtor within named and Andrew Langley by myself the said Thomas Brown Joseph Tucker and Andrew Langley being all disinterested and disinterested men residents in the County Who being all Sworn by a Justice of the Peace impartially to appraise such Real estate as should be Shown them as the estate of the Debtor, upon their Oths said that the above described tracts of land Shown them as the estate of the said Debtor, was of the value of eight hundred thirty six dollars and forty nine cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that Sum in satisfaction of the ballance of this Execution and my fees and I have delivered seizen and possession of the said tracts of land to the said Creditor & therefore return this Execution Satisfied in full

Fees paid Appraisers	$1,50	
Paid for recording	1,00	True George D Shff
attending set off	3,00	
	$5 50	

April 14th 1845 I have this day Recd seizen and possession of the above described tracts of land by True George D Shff

W Butterfield Atty
for Wm Smith

Received and Recorded October 18th 1845

Examined R. J. Leavitt Register

Jacob A Potter vs Thomas Stevens March T. 1846

27, 36
11, 80
39" 16
1.7
interest 80
40, 13

The State of New Hampshire

Merrimack ss

To the Sheriff of any County or his Deputy.

Whereas Jacob A. Potter of Concord in said County Esquire, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, for and within our County of Merrimack aforesaid, on the second Tuesday of October Anno Domini 1845, recovered Judgment against Thomas Stevens of Loudon in said County, Yeoman, for the sum of twenty seven Dollars, thirty six Cents and eleven Dollars eighty Cents, Cost of Suit, as to us appears, whereof Execution remains to be done.

We Command you, therefore, that of the Goods, Chattels, or Lands of the said Debtor, within your precinct, you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon, and 17 cents more for this Writ, and your own fees.

And make return of this Writ, with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, upon the fourth Tuesday of March next.

Witness Joel Parker Esq. at Concord the 27th day of October A.D. 1845

S. C. Badger Clerk

Judgt rendered Oct 25, 1845

Merrimack ss. November 20th 1845 Then Josiah K Locke personally appeared and made oath that he would on his part impartially appreis at its just value such real estate as should be shown him as the estate of the within named Debtor, before me Richard Pinkham Justice of the Peace

Merrimack ss March 18th, 1846 Then Jonathan Eastman & Samuel B Larkin personally appeared and made oath that they would, on their part impartially appreise at its just value, such real estate as should be shown them as the estate of the within named Debtor

before me Richard Pinkham Justice of the Peace

We the subscribers having carefully examined a tract of land situate in Loudon, County of Merrimack, State of New Hampshire, bounded and described as follows, being lots numbered 143 & 144 in the fourth Division of land in said town of Loudon, also ten acres of land out of lot No 197 in the second Division in said Loudon, beginning at an oak tree being the corner bounds of lots No, 107, & 146 in said Loudon: thence North 43½ degrees west 30 rods by land formerly owned by Benj Holt: thence North 46½ degrees east 52½ rods by said Holts land to a stake & stones: thence South 43½ east 30 rods by said Holts land to the line of lot No 144, thence North 46½ degrees east 121 rods on said Holts land to a stake and stones, thence South 43½ degrees East on the original line of lots Nos 143 & 144 - 90 rods to the corner of lot No 142 owned by Webster Arlin: thence South 46½ degrees west 173½ rods on said Arlins land to the said Holts land thence North 43½ degrees west 90 rods to the bound first mentioned, containing ninty acres, more or less, shown to us as the estate of the within named debtor the said debtor holding one undivided tenth part thereof in common with others, do upon our oaths say that the undivided tenth part of the same tract of land is of the value of Fifty Dollars and no more: And we have set off said one undivided tenth part to the within named Creditor in full satisfaction of this Execution & interest on the same & the fees & Charges of levying the same.

Jonathan Eastman
Josiah K. Locke
Samuel B Larkin

Concord March 18th 1846

Continued

Merrimack ss March 19th 1846

By the direction of the Creditor within named I have extended this execution upon the tract of land above described in manner following, to wit, I caused three appraisers to be appointed, that is to say Josiah H. Locke by myself Jonathan Eastman by the Creditor and Samuel B. Larkin appointed by me for the said Debtor, the said debtor not residing in this County, nor within twenty miles of the property to be appraised, the said Jonathan Eastman, Josiah H. Locke and Samuel B. Larkin, being all discreet and disinterested Men residents in the County of Merrimack aforesaid, who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the said Debtor, upon their oaths said that the one undivided tenth part of the above described tract of land which was shown them as the estate of the said Debtor, was of the value of fifty dollars and no more, and the said appraisers set off the one undivided tenth part of the same tract of land (the whole being set off by Metes and bounds as aforesaid) at that sum in full satisfaction of this Execution & interest on the same and my fees and charges for Levying the same — And I have delivered seizin and possession of the one undivided tenth part of the said tract of land to the said Creditor I therefore return this execution satisfied in full

Fees Service	25
Travel	50
Poundage	100
Justice fees	25
Notifying appraisers	100
Paid appraisers	300
Surveying	50
My time & returns	
with appraisers	239
Paid Recorder	100
	$9,87

Richard Pinkham, Sheriff

Merrimack ss March 19th, 1846 I this day received seizin and possession of the one undivided tenth part of the above described tract of land by Richard Pinkham Sheriff

Jacob A. Potter

Received and Recorded March 19, 1846

Examined N. D. Leonard
Register

Chandler E Potter vs Richard Stevens March 1, 1846

The State of New Hampshire

Merrimack ss

To the Sheriff of any County or his Deputy

Whereas Chandler E. Potter of Manchester in our County of Hillsborough and State aforesaid, by the Consideration of our Justices of our Court of Common Pleas, holden at Concord, for and within our County of Merrimack aforesaid, on the second Tuesday of October Anno Domini 1845 recovered Judgment against Richard Stevens of Loudon in said County of Merrimack Yeoman, Alias Richard Stevens of said Loudon transient person for the sum of forty eight Dollars Sixty one Cents, and twelve dollars, eighty Cents, cost of Suit, as to us appears of Record, whereof Execution remains to be done

48.61
12.80
61.41
17

We Commanded you, therefore, that of the Goods, Chattels, or Lands of the said Debtor, within your precincts, you cause to be levied and paid to the said Creditor, the aforesaid sums with lawful interest thereon and 17 Cents more for this Writ, and your own fees.

And make return of this Writ, with your doings thereon, unto our said Court of Common Pleas, to be holden at Concord in our County of Merrimack aforesaid, upon the fourth Tuesday of March next,

Witness Joel Parker Esq, at Concord the 27 day of October A D 1845

Judgt rendered Oct 25, 1845

S. C. Badger Clerk

Merrimack ss. November 20th 1845 Then personally appeared Josiah W. Locke and made oath that he would on his part impartially appraise at its just value such real Estate as should be shown him as the estate of the within named Debtor to satisfy this Execution Before me,

Richard Pinkham Justice of the Peace

Merrimack ss March 18th 1846 Then personally appeared Jonathan Eastman & Samuel B. Larkin, and made oath that they would on their part impartially appraise at its just value, such real estate as should be shown them as the estate of the within named debtor, to satisfy this execution before me,

Richard Pinkham Justice of the Peace

We the Subscribers having carefully examined a tract of land situated in Loudon in the County of Merrimack and State of New Hampshire bounded and described as follows it being lots numbered 143 & 144 in the fourth division of lots in said town of Loudon and ten acres of land out of a one hundred acre lot in the second division of lots in said town of Loudon, said one hundred acre lot being numbered 197 beginning at an oak tree being the corner bound between lots 144, and 107 in said Loudon, thence North forty three and a half degrees west, thirty rods, by land formerly owned by Benjamin Holt; thence North forty six and a half degrees east fifty two and a half rods by said Holts land to a stake and stones thence South forty three and a half degrees east thirty rods by said Holt land to the line of lot 144, thence North forty six and a half degrees east, one hundred twenty one rods on said Holt land to a stake & stones, thence South forty three and a half degrees east on the original line of lots 143, and 144 ninety rods to the corner of Webster Arlins lot Numbered 142; thence South forty six and a half degrees west, one hundred seventy three and a half rods by said Arlins land to land

310

Continued

formerly owned by Benjamin Holt thence North forty three and a half degrees West ninety rods by said Holt land to the bound first mentioned Containing ninety acres more or less - Shown to us as the estate of the within named debtor, the said debtors holding one undivided tenth part thereof in Common with others, do upon our oaths say that the one undivided tenth part of the same tract of land is of the value of fifty Dollars and no more and we have set off said one undivided tenth part thereof to the within named Creditor in part satisfaction of this execution, and the fees & charges of levying the same

Jonathan Eastman
Josiah H Locke
Samuel B Larkin

Concord March 18, 1846

Merrimack ss March 19th 1846 By the direction of the Creditor within named I have extended this Execution upon the tract of land above described in Manner following, to wit, I caused three appraisers to be appointed that is to say Josiah H Locke by myself Jonathan Eastman by the Creditor within named and Samuel B Larkin appointed by me for the within named debtor, said debtor not residing in this County nor within twenty miles of the property to be appraised, the said Josiah H Locke, Jonathan Eastman, and Samuel B Larkin being all discreet and disinterested men residents in the County of Merrimack aforesaid who being duly sworn by a Justice of the Peace impartially to appraise such Real Estate as should be shown them as the estate of the said debtor, upon their oaths said that the one undivided tenth part of the above described tract of land which was shown them as the estate of the said debtor was of the value of fifty dollars and no more, and the said appraisers set off the said one undivided tenth part of the same tract of land (all of said tract being set off by metes and bounds as aforesaid) at that sum in part satisfaction of this Execution and my fees and Charges of levying the same to wit, for the sum of forty one dollars and thirty two Cents and my fees and Charges, and no more, and I return this execution Satisfied in part only, namely for the sums of forty one dollars and thirty two cents

Richard Pinkham Sheriff

Fees — Service	23
Travel	50
Poundage	120
Justice fee	25
notifying appraisers	100
Paid appraisers	300
mytime with appraisers	150
Paid Recorder	100
	8168

Merrimack ss March 19th 1846 I this day received seizin and possession of the one undivided tenth part of the above described tract of land by Richard Pinkham Sheriff

C. E. Potter

Received and Recorded March 19, 1846
Examined N T S. Lovell
Register

Exon Robert E. Pecker Dal vs John L. Eastman March Term 1846

The State of New Hampshire

Merrimack ss

To the Sheriff of any County or his Deputy

Whereas, Robert E. Pecker and Jonathan E Lang both of Concord in said County Traders, and partners jointly doing Busines under the firm of Pecker & Lang, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1845 received Judgment against John L Eastman of said Concord Gentleman now commorant at Fryburg in the County of Oxford and State of Maine for the sum of one hundred & ninety eight Dollars and eighty nine Cents and costs taxed at eleven dollars and seventy Cents as appears of Record, whereof Execution remains to be done;

198: 89
11, 70
210, 59
34

We Command you, therefore, that the Goods, Chattels or Land of the said Debtor in your Precinct, you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon and 34 cents more for this & former Writs and your own fees, and in default thereof to arrest the said debtor and commit him to the Jail; and the Keeper of such Jail is required to detain him in Custody until he pay the same, with your fees or until he is discharged by the Creditor or otherwise according to Law

And make return of this Writ, with your doings thereon to said Court, to be holden at Concord in said County upon the fourth Tuesday of March next

Witness, Joel Parker Esq. the 27th day of October Anno Domini, 1845

S. C. Badger Clerk

Judgt rendered April 3d 1845

Merrimack ss February 14th 1846, I have taken all the right in equity of the within named debtor to redeem certain tracts or parcels of land situate in Concord in the County of Merrimack aforesaid and State of New Hampshire, bounded and described as follows viz the one undivided third part of one tract, containing about ninety five Acres bounded Northerly by land of Jeremiah Pecker Jr, Easterly by land of Meshech Lang, Southerly by the road leading from Federal Bridge to Loudon, and westerly by land of William Heard and the road leading from Federal bridge to Canterbury. Also another tract of land called the Bay Lot, bounded Northerly by Maynards land, Easterly by Joseph Eastmans land; southerly by land formerly owned by B F Dunkley, westerly by land formerly owned by Ebenezer Carter, Containing about 39 acres Also another Tract of land situate in Concord aforesaid called the Lower Intervale lot, Containing about seven Acres bounded Northerly by the Scwells Falls, Lock & Canal Company land easterly by land of said Company, Southerly by Merrimack River and westerly by land of John Eastman, the first mentioned tract being subject to a Mortgage made by said debtors Jonathan Eastman and Robert Eastman to one Abial Walker to secure the payment of their joint & several note payable to said Walker for the sum of nine hundred seventy dollars and forty six Cents on demand with interest annually, and I have been unabled to asscertain the incumbrances on the said debtors rights if he has any in the two last mentioned tracts of land, but by the direction of the said Creditor on the said 14th day of February A D 1846, I posted up notices that the said right in Equity would be sold

312

Continued

at Public Auction at the Washington Hotel (H & J Moore) in Concord in said County on Tuesday the 17th day of "March" then next at one o clock in the afternoon on at the said Washington Hotel and one at the Post Office. they being two of the most Public places in said Town of Concord in which said property is situate and caused a like notice to be published in the New Hampshire Patriot and State Gazette a Newspaper printed in Concord aforesaid the said debtor not residing in the County nor within twenty miles of said property, and on the said 17th day of March 1846 I adjourned Sale until Saturday the 21st day of the same March at two O clock in the afternoon at the same place and then gave notice of said adjournment by posting up notices at the above mentioned Washington Hotel and the Post Office in said Concord and on the said 21st day of March 1846 I sold the said right in equity at the time and place appointed as aforesaid at Public Auction to Pecker & Lang they being the highest bidders for the sum of one hundred and forty dollars, and made and delivered them a deed of said right in equity in the form prescribed by Laws, and I have applied said sum of one hundred and forty dollars after deducting my fees and charge of sale in part satisfaction of this execution to wit the sum of one hundred twenty nine dollars and eighty two cents and no more

Fees, Service	23	
Travel	05	
Poundage	2,65	
Advertising &		
asstaining incumbrances	1,50	
Deed	50	
Adjourning & Notice	50	
Selling	150	
Paid for publishing in paper	250	
Pd recorder	75	
	10,18	

Richard Pinkham Sheriff

Concord March 21st, 1846, Received of Richard Pinkham Sheriff of the County of Merrimack the above named sum of one hundred and twenty nine dollars and eighty two cents in part satisfaction of this execution

Pecker & Lang

Received & Recorded March 23, 1846

Examined N. T. Leavitt
Register

Upon John L Shondike vs. Jonathan Jones March T. 1846

98.66
12.90
111.56
17

The State of New Hampshire

Merrimack ss

To the Sheriff of any County or his Deputy

Whereas John L Shondike of Pittsfield in said County, Trades by the consideration of our Justices of our Court of Common Pleas, holden at Concord, for and within our County of Merrimack aforesaid, on the second Tuesday of October Anno Domini 1845, recovered Judgment against Jonathan Jones of Pittsfield in said County, Yeoman, for the sum of ninety eight Dollars sixty six Cents and twelve dollars ninety Cents cost of suit, as to us appears of Record, whereof Execution remains to be done

We Command you therefore, that of the Goods, Chattels or Lands of the said Debtor within your precinct, you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon & 17 Cents more for this Writ, and your own fees. And make return of this Writ, with your doings therein, unto our said Court of Common Pleas, to be holden, at Concord, in our County of Merrimack aforesaid, upon the fourth Tuesday of March next

Witness Joel Parker Esq, at Concord the 27th day of October Anno Domini 1845

N. C. Badger Clerk

Merrimack ss. November 24th, 1845 Then personally appeared Nathan Page and made oath of affirmation that he would impartially appraise at its just value, and set off for a term of time sufficient to satisfy the within execution such real estates as should be shown to him as being real estate in which the within named debtor has an interest

Before me John L. Tucker Jus Peace

Merrimack February 5th 1846 Then personally appeared John Watson and Smith R. Berry and made oath that they would impartially appraise at its just value and set off for a term of time sufficient to satisfy the within execution and costs and expense of levying the same such real estate as should be shown to them as being real estate in which the within named debtor has and interest

Before me John L Tucker Jus Peace

We the subscribers, having carefully examined a tract of land with the buildings thereon shown to us as the estate of the said debtor for the term of his natural life and no longer & situate in Pittsfield in said County, bounded and described as follows, to wit viz; Northwesterly on land of Williams Berry, Northeasterly on land of the heirs of the late Olney Thompson, Joseph Corlis and John Peaslee, Southeasterly on land of Stephen Watson and John Watson - Southwesterly on land of the heirs of the late Thomas Gurber, Samuel Batchelder, and the road leading from Williams Berry to Northwood: excepting about eighteen acres of Meadow, now owned by John Berry - Containing one hundred acres more or less: It being the place where the said debtor now resides and has occupied for several years last past, do upon our oaths say that the above described estate of the said debtor for the term of two years is of the value of one hundred twenty seven dollars ninety one cents and no more: and we have set off all the estate of said debtor therein to the said Creditor for the term aforesaid in full

314

Continued

Satisfaction of this execution and the fees and charges of levying the same

Pittsfield February 3. 1846

Nathan Page
John. Watson
Smith R Berry

Merrimack ss February 3d. 1846

By direction of the creditor within named I have extended this execution upon the tract of land above described estate of the said debtor; for his own life only, in the following manner to wit I caused three appraisers to be appointed, that is to say Smith R Berry by the creditor within named, John Watson by the debtor within named and Nathan Page by myself; the said Smith R. Berry John Watson and Nathan Page being all discreet and disinterested men resident in the County; Who being duly Sworn by a Justice of the Peace impartially to appraise such real estate as should be shown to them as the estate in which the said debtor has and interest, upon their oaths said that the above described estate shown to them as the estate in which the said debtor has and interest for the term of his natural life for the term of two years, was of the value of one hundred twenty seven dollars ninety one cents, and no more, and the said appraisers set off the same estate as above described as aforesaid at that sum in satisfaction of this execution and my fees and charges; and I have delivered seizin and possession of the said estate to the said Creditor I therefore return this execution satisfied in full

John. G. Tucker Dept Sheriff

Fees	Service	.23
	Travel	.20
	Pounelage	2,3.1
Charges paid	Justices	.50
"	Appraisers	3,00
"	Recorder	1,00
"	Attorney	2,00
Notifying	Appraisers	.69
	Travel	.50
"	Debtor to appoint Appraiser	.23,
	Travel	20
Service &	expenses in set off &c	3,00
	Making return	50
		$ 14,36

Pittsfield February 3d 1846 I this day received seizin and possession of the above described estate by John. G. Tucker Dept Sheriff

John. L. Thorndike

Received and Recorded March 24. 1846

Examined T. G. Leavitt
Register

Upon Levi Shaw vs Smith Shaw Octoberd Term 1845

$16

The State of New Hampshire

Merrimack ss

To the Sheriff of any County or his Deputy

Whereas Levi Shaw of Pittsfield in said County Yeoman by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack, on the fourth Tuesday of March Anno Domini, 1845 recovered Judgment against Smith Shaw of said Pittsfield, Yeoman, for the sum of nineteen hundred & ninety three dollars and eighteen Cents and Costs taxed at sixteen dollars and ninety Cents as appears of Record, whereof Execution remains to be done;

1993. 18
16.90
2010.08
17

We Command you, therefore, that the Goods, Chattels, or Lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor the aforesaid sums, with lawful interest thereon and 17 Cents more for this Writ, and your own fees, And make return of this Writ, with your doings thereon, to said Court, to be holden at Concord in said County upon the second Tuesday of October next

Witness Ira Perley Esq the 14th day of April Anno Domini, 1845

B. C. Badger Clerk

Judgt rendered April 3d. 1845

Merrimack ss April 29th 1845 I have taken all the right in equity of the within named debtor, to redeem a certain tract of land situated in Pittsfield in said County, bounded and described as follows, Northerly on Barnstead line Westerly on land of Joanni Green, Enoch Blake and Samuel Runnels, Southerly on land of Moses Norris and Nehemiah Shaw, and easterly on land of Edes & Berry and Silas Perkins. Containing one hundred seventy five acres more or less it being the homestead place of the said debtor; the same being subject to a mortgage made by said debtor to one Silas M. D. Perkins dated the 1st day of April 1841 to secure the payment of a Note for two hundred and forty three dollars interest annually and on the same day I gave to the said debtor A a notice in writing that the said right in equity would be sold at Publick Auction, at the house of said debtor in Pittsfield in said County on the thirtieth day of May A.D. 1845 at two o clock in the afternoon, and posted up like notices at the Inn of A.S. Farwell and at the Post office, two of the most publick places in said town of Pittsfield in which the said property is situate; and on the aforesaid thirtieth day of May, I adjourned the said sale to the seventh day of June A.D 1845 at three o clock afternoon at the place aforesaid and then gave notice of said adjournment by posting up notices thereof at the two places above mentioned; and on the said seventh day of June A.D 1845 I sold the said right in equity at the time and place as aforesaid at publick Auction to Silas M. D. Perkins, he being the highest bideder for the sum of twenty one hundred and five dollars, and made and delivered to him a deed of said right in equity in the form prescribed by law. And I have applied said sum of twenty one hundred and five dollars, as per receipt hereto annexed and my fees and charges in full satisfaction of this execution and sixty dollars forty seven cents being left in my hand I have paid it over to John L. Shendike according order of the within named defendant which is hereto annexed

Service	2 8
Travel	5 0
Notifying debtor	5 0
Advertising	1 0 0
attending auction & adjournment	1 0 0
Advertising	5 0
Attending Sale	1 0 0
Making deed &c	5 0
Paid Recorder	1 5
Poundage by agreement	3 9 0
	9 1 8

John L. Tucker Dept Sheriff

316

Continued

March 14th 1846 Recd of John G Tucker Deputy Sheriff Eight hundred forty three dollars forty seven cents in full for the ballance due on this Execution

John L Thorndike Attorney
for Levi Shaw

Received of John G Tucker deputy Sheriff twelve hundred and thirty three dollars in part payment of an execution collected by him in my favor against Smith Shaws — July 14th 1845
$ 1233
Levi Shaw

Mr John G Tucker

Pay to John L Thorndike the ballance which may be due me on a note signed by S M D Perkins payable to you dated June 7th 1845 in six monthes with interest for eleven hundred five dollars, after paying the ballance due on Levi Shaws Executors & your fees
Pittsfield Octr 13, 1845
Smith Shaw

Accepted
John G Tucker

Recd March 28th 1846 of John G Tucker on account of the within order Sixty Dollars forty Seven Cents which is endorsed on said Shaws Note this day
John L Thorndike

Received and Recorded March 25th 1846
Examined R H Leavitt
Recorder

316

Alexander Thompson & al vs George Kent Exon March 9, 1842

$ 3220.11
626
$ 3229.37
17

The State of New Hampshire
Merrimack ss

To the Sheriff of any County or his Deputy Greeting

Whereas Alexander Thompson Gorman and William Thompson Mason both of Concord in said County Executors of the last will and testament of John Thompson late of said Concord Gentleman, deceased, Creditors by the consideration of our Justices of our Court of Common Pleas, holden at Concord for and within our County of Merrimack aforesaid, on the third Tuesday of September Anno Domini 1841 recovered Judgment against George Kent of said Concord Esquire Debtor for the sum of three thousand two hundred & twenty dollars Eleven cents debt or damage and eight dollars twenty six cents Costs of Suit, as to us appears of Record, whereof Execution remains to be done

We command you, therefore, that of the Goods Chattels, or Lands of the said Kent Debtor within your precinct, you cause to be paid and satisfied unto the said Alexander & William Creditors at the value thereof in money, the aforesaid sums, being $ 3229.37 in the whole, with 17 cents more for this Writ: and thereof to satisfy yourself for your own fees, And for want of Goods, Chattels, or Lands of the said Kent, Debtor to be by him shewn unto you, or found within your precinct, to the acceptance of the said Alexander & William Creditor, to satisfy the sums aforesaid

We Command you to take the body of the said Kent Debtor and him commit unto either of our Gaols within your precincts, and detain in your custody within our said Gaol until he pay the full sums above mentioned, with your fees; or that he be discharged by the said Alexander & William the Creditors or otherwise by order of Law

Hereof fail not, and make return of this Writ with your doings therein, unto our said Court of Common Pleas, to be holden at Concord, in our County of Merrimack aforesaid, upon the third Tuesday of March next.

Witness Joel Parker Esq. at Concord the 25th day of October Anno Domini 1841

L. C. Badger Clerk

Merrimack ss November 3. 1841 Then Samuel Coffin, Isaac F. Williams and Charles Hutchins personally appeared and made oath that they would faithfully and impartially appraise such Lands and Tenements as should be Shewn them as the estate of the within named George Kent to satisfy the within execution Before me

Johnx Pettingill Justice of the Peace

We the subscribers having carefully and attentively examined a tract of land Shewn to us as the estate of the within named George Kent, situated in Concord in said County and bounded as follows to wit, Beginning at the North-east corner of the house lot on the westerly side of Main Street occupied by Philip Watson thence running westerly by said Watsons lot about eighty feet to land of Abigail Green, thence Northerly by said Greens land about eighty feet to Pleasant Street, thence easterly by said Pleasant Street about eighty feet to Main Street, thence by said Main Street about one hundred and fifteen feet to the place of beginning do upon our oaths say that one undivided six tenth part of the same tract of land together with one undivided half part of the Store in the basement Story and at the South east corner of the Meeting-house upon said land, subject to the rights of the Pew holders in said Meeting house and excepting the Vestry at the west end and the Store

317

Continued

at the Northwest Corner of Said Meeting house are of the value of five hundred dollars and no more, and we have set off the tract of said land by metes and bound as aforesaid, and have assigned one undivided Sixth part thereof together with one undivided half part of the Store aforesaid to the said Alexander Thompson and William Thompson the creditors within named, in Satisfation of this Execution

Saml Coffin
C. H. Hutchins
Isaac F. Williams

November 3, 1841,

Merrimack ss November 3. 1841 In pursuance of the directions of Saml Fletcher Atty for the Creditors within named I have extended this within Execution upon one undivided Sixth part of the tract of land above described together with one undivided half part of the store above described in the manner following viz I caused three appraisers to be chosen that is to say Isaac F Williams by S Fletcher Atty for the creditors within named Charles Hutchins the debtor within named and Samuel Coffin who was chosen by myself, the said Isaac F Williams, Charles Hutchins and Samuel Coffin, being all reputable free holders and residents in said County of Merrimack who being sworn before a Justice of the Peace faithfully and impartially to appraise such land and tenements as should be shown to them as the estate of the within named debtors upon their oaths said that one undivided Sixth part of the above described tract of land together with one undivided half part of the store above described shown to them as the estate of the aforesaid debtors was of the value of five hundred dollars and no more. And the said appraisers set off the same lands by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees and I have delivered possession and seizin of the said tract of land to the said S Fletcher Atty for the Creditors within named I therefore return this Execution satisfied as aforesaid in part to wit for the sum of four hundred & eighty six dollars & Sixty three cents being the residue of the said sum of five hundred dollars the value of said land after deducting my fees and for no more

Fees — Service & travel	,28
Rounding	5,25
Ap & No Aps	1,00
Paid Ins Fees	,51
Att with Aps	,83
Paid Aps	3,50
Recording Exon	1,25
Return & certifying	,75
	15,37 1/2

John Pettingill D Shiff

November 3, 1841 This may certify that I have this day received full seizin and possession of the above described tract of land by John Pettingill D. Shiff

Merrimack ss November 4, 1841 I then levied the within Execution on the right in equity which the within named George Kent had to redeem the following described tract of land situated in Bowcen in said County and bounded as follows, to wit, east by main street, South by land formerly owned by Isaac Clement, west by land of Abigail Green & north by the south Church, so called, it being

Continued

the same premises now occupied by Philip Watson containing one quarter of an acre be the same more or less. And on the same 4th day I advertised that I should sell the said right in equity in said Concord on Tuesday the 7th day of December the next by posting up notifications at two of the most public places in said Concord where said estate lies of the time & place of said sale more than thirty days prior thereto and also notified the said Kent in writing on the 4th of said November of the time & place of sale being more than thirty days prior to said sale and the said Kent not having redeemed the same within said time & agreeable to said advertisement on the 7 day of December A D 1841 I exposed the equity of redemption aforesaid to sale at Public Auction to the highest bidder in said Concord aforesaid between the hours of ten O clock in the forenoon & six O clock in the afternoon, and I sold the same between said hours of ten A M & six P M on said 7th day December to Alexander & William Thompson, the highest bidder for the sum of three hundred & eighty dollars of which I have applied to pay my fees and Charges for advertising & selling said equity of redemption the sum of five dollars & ninety cents

Also have applied the sum of three hundred & seventy four dollars & ten cents in part Payment of the within Execution. } I therefore return this execution Satisfied in part for the sum of three hundred & seventy four dollars & ten cents and no more

Fees — Poundage	1.90	John Pettingill D. Sheriff
Advertising & notifying	1.50	
Selling & Making deed	2.00	
Return & certifying	.50	
	5.90	pd

Merrimack ss Dec 7, 1841 Recd of John Pettingill D Sheriff three hundred Seventy four dollars & ten cents in part Payment of the within Execution

$374.10

Alexander Thompson
William Thompson

Received and Recorded April 1, 1846

Examined R. H Leavitt
Register

319

320 Thomas Chadbourne vs George W Ela Oct T. 1846

$21,08
28,75
$49,83
17
$50,00
into 2,92
$52,92

The State of New Hampshire
Merrimack ss

To the Sheriff of any County or his deputy

Whereas Thomas Chadbourne of Concord in said County Physician by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1846 recovered judgment against George W. Ela of said Concord Esquire for the sum of three hundred and twenty one dollars and eight cents, and costs taxed at twenty eight dollars and seventy five cents as appears of record, whereof execution remains to be done

We command you, therefore that of the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor the aforesaid sums, with lawful interest thereon, and seventeen cents more for this writ, and your own fees

And make return of this writ with your doings thereon, to said Court, to be holden at Concord, in said County, upon the Second Tuesday of October next

Witness, Joel Parker, Esquire, the third day of April Anno Domini 1846
N. B. Baker Clerk

Judgment recovered April 1, 1846

Merrimack ss April 20th 1846 I have taken all the right in equity of the within named debtor to redeem two Certain tracts of land with the buildings thereon situate in Concord in said County, bounded and described as follows, viz. westerly by Main Street, northerly by land of Asa McFarland the heirs of the late John West, and James Woolson, easterly by land of Washington Williams & wife, and southerly by land of John Whipple, Containing six acres more or less. Also the one undivided half of one other tract or piece of land situate in Concord aforesaid, bounded westerly by main Street, northerly by land of William Walker jr. easterly by land of the Concord Rail Road Corporation, and southerly by land owned or occupied by Samuel Blake jr, the same being subject to two several Mortgages made by said debtor to one Thomas D Merrill, one dated January 6th A D 1833 on the first described tract, to secure the payment of a promissory note signed by said debtor, bearing even date with said mortgage payable to said Thomas D Merrill on the day of the decease of Miss Martha Green, daughter of the late Dr Peter Green, for twenty four hundred dollars with interest after, and the other tract of land being subject to a Mortgage made by said debtor to said Merrill, dated March 2d 1843, to secure the payment of the said before mentioned note, and on the same day I left at the usual place of abode of the said debtor a notice in writing, that the said right in equity would be sold at Public Auction on the premises on Thursday the 21st day of May A D. 1846 at two of the Clock in the after noon and posted up like notices at the Inn of John Gage and at the Post office in said Concord two of the most public places in said Town of Concord in which said property is situate, and on the said twenty first day of May 1846, I sold the said right in equity at the time and place appointed as aforesaid, at Public Auction to Nathan Stickney he being the highest bidder for the same, for the the sum of three hundred and sixty seven dollars and paid and delivered to him a deed of said right in equity in the form prescribed by law, and I have applied the said sum of three hundred sixty seven dollars in full discharge of this Execution and interest

Edmund Parker Sheriff

Continued

My fees and charges of sale

Richard Pinkham Sheriff

Fees & charge of sale	
Service	23
Travel	5
Poundage	451
Notifying debtor	1,00
Advertising	2,00
examining deeds and ascertaining amount of incumbrance	3 67
Attending sale & selling	3,45
Deed and acknowledgment	67
To Clerk	50
To Recorder	1,00
	14,08

Concord May 21, 1846 Received of Richard Pinkham Sheriff of the County of Merrimack the sum of three hundred fifty two dollars and ninety two cents in full satisfaction of the within Execution

Thos Chadbourne

Received & Recorded June 9, 1846

Examined R T Leavitt

Register

322

March term 1846 Solomon M. Clifford vs Samuel M. Bradley

The State of New Hampshire

Merrimack ss

(SS) To the Sheriff of any County or his Deputy

Whereas Solomon M. Clifford of Canterbury in said County of Merrimack, Yeoman, by the consideration of our Justices of our Court of Common Pleas holden at Concord, in said County of Merrimack on the fourth Tuesday of March Anno Domini 1846 recovered judgment against Samuel M. Bradley of Canterbury in said County, for the sum of eighty four dollars, and fourteen cents, and costs taxed at sixteen dollars and forty eight cents as appears of record whereof execution remains to be done

84,14
16,48
100,62
17
Damt 62
101,41

We command you, therefore, that of the goods, chattels, or lands of the debtor in your precinct you cause to be ~~levied~~ and paid to the said Creditor the aforesaid sums with lawful interest thereon, and seventeen cents more for this Writ and your own fees.

And make return of this Writ with your doings thereon, to said Court to be holden in said County upon the second Tuesday of October next.

Witness Joel Parker Esquire the sixth day of April Anno Domini 1846

N B Baker Clerk

Judgment Rendered April 1, 1846

Merrimack ss April 8th 1846 - I have taken all the right in equity which the within named debtor had on the eighth day of March A D 1845 when the said premises were attached upon the original Writ in this suit to redeem a certain ~~certain~~ tract or piece of land with the buildings thereon situate in Canterbury in said County bounded and described as follows viz, North by land of Abial Cogswell East by land of John Kimball, South by land of Children of C. G. Evans and Westerly by the old road, Reserving the new highway which passes through the same, containing one acre more or less, the same being subject to a Mortgage made by said Debtor to Joseph M. Harper and Benjamin Sanborn, dated October 23 1844, to secure the payment of a note payable to them for the sum of one hundred and eighty dollars bearing even date with said Mortgage and payable one year and with interest annually, and on the same day I left at the usual place of abode of said Debtor a notice in writing that the said right in equity would be sold at Public Auction on the premises on Saturday the ninth day of May then next at eleven of the clock in the forenoon, and on the same day I Posted up like notices at the Inn of Dudley Hill, and at the Store of William Webster, two of the most Public Places in said Town of Canterbury, where the said property is situate, and on the said ninth day of May 1846. I sold the said right in equity at the time and place appointed as aforesaid at Public Auction to Solomon M. Clifford he being the highest bidder, for the sum of one hundred thirteen dollars and twenty two cents and made and delivered him a deed of said right in equity in the form prescribed by law and I have applied the said sum of one hundred thirteen dollars and twenty two cents in full satisfaction of this Execution and interest on the same and my fees, and charges, ~~and fees~~ of said sale. I therefore return this Execution satisfied in full

Richard Pinkham Sheriff

Continued to next Page

Cliffora vs Boadly Continued

Fees Service	28
Travel	63
Poundage	2,25
Notifying Debtor	1,00
Advertising and ascertaining incumberance	250
Deed	50
Selling	3,25
Clerks fees	25
Paid Recorder	100
	$ 11,81

1,81

Canterbury May 9th 1846. Received of Richard Pinkham Sheriff the sum of eighty four dollars and sixty cents in full satisfaction of the within debt and interest on the same

Solomon M. Cliffora

Concord June 4th 1846. Received of Richard Pinkham Sheriff Sixteen dollars and sixty five cents in full satisfaction of the within named Cost.

Edward S Morris

Received and Recorded July 13th 1846—Examined

R. J. Leavitt Register

Brown vs Burgin

Benjamin Brown vs Hall J. Burgin Feby term. 1846. Rockingham

The State of New Hampshire

Rockingham ss.

To the Sheriff of any County or his Deputy

We command you Whereas Benjamin Brown of Deerfield in the County of Rockingham Gentleman

By the consideration of our Justices of our Court of Common Pleas holden at Exeter in said County of Rockingham on the second Tuesday of February. Anno Domini 1846. Recovered Judgment against Hall J. Burgin of Concord in the County of Merrimack. Gentleman, for the

4 68.61
7 05
17

sum of Four hundred sixty eight dollars, sixty one cents, and Costs taxed at Seven dollars five cents as appears of Record, whereof Execution remains to be done.

We command you therefore, that of the goods, ~~and~~ Chattels or lands of the said Debtor in your precinct, you cause to be levied and paid to the said ~~Debtor~~ Creditor the aforesaid sums with lawful interest thereon, and Seventeen cents more for this Writ and your own fees, and in default thereof to arrest the said Debtor and commit him to Jail and the Keeper of such Jail is required to detain him in custody until he pay the same with your fees or until he be discharged by the Creditor or otherwise according to law.

And make return of this Writ with your doings thereon to our said Court to be holden at Portsmouth in said County of Rockingham, upon the fourth Tuesday of August next.

Witness. Joel Parker Esquire the twenty third day of February Anno Domini 1846

J. B. Hoitt, Clerk

N.B. The Judgment in the above suit was rendered on the 21. day of February AD 1846

323

Benjamin Brown. vs Hall J. Burgin Continued

Merrimack, ss. March 19. 1846 I have taken all the right in equity which the within named Deletor had on the 26th day of January 1846. the day on which the same was attached on the ouginal writ in this suit, to redeem a certain tract or parcel of land, situate in Concord in said County, described as follows, Lying on the North side of Thompson Street being lots numbered twelve, thirteen, fourteen, fifteen, and sixteen adjoining each other, being twenty rods in front and seven rods deep, containing one hundred and forty square rods more or less, and being the same tract of land Mortgaged by the said Deletor to one Paul Wentworth, Deed dated December 18th 1845. Recorded in Merrimack County Records Vol 81. Page 318. Also three other lots of land situate in Concord aforesaid, being a part of the Thomas W. Thompson land, so called, & being lots numbered 45. 46. & 47, containing in all about 28. square rods, and is the same premises conditionally conveyed by said Deletor to the New Hampshire Savings Bank by his Deed dated July 29, th 1845. Recorded on Merrimack County Records Vol 79 Page 371. The same being subject to the above mentioned Mortgages, the first mentioned lots Mortgaged to said Paul Wentworth to secure the payment a note signed by said Deletor payable to said Wentworth ~~or bearer~~ or order in one year from December 1845. with interest annually on which there has been nothing paid and the last mentioned lots is mortgaged by said Deletor to the N. H. Savings Bank July 29th 1845. to secure the payment of a balance of a note payable to said Bank, dated October 24th 1837. for one thousand dollars ~~and interest~~ & interest, signed by Hall Burgin, William Kent, George Kent, William A. Kent and Hall J. Burgin on which said note there is now due about four hundred & twenty seven dollars- And on the same day I gave the said Deletor in hand a notice in writing that the said right in equity would be sold a public Auction at the Inn of Carter & Priest in Concord in said County on the 20th day of April then next at two of the clock in the after noon and posted up like notices a the Inn of John Gass, and at the Concord Post Office, two of the most Public places in said Town of Concord, and on the said twentieth day of April, 1846. I sold the said right in equity at the time and place appointed as aforesaid at Public Auction to the highest bidder as follows, to wit, the tract of land containing lots numbered 12, 13, 14, 15 & 16 to Theodore French he being the highest bidder for the same for the price of one hundred dollars, and I also sold the other lots numbered 45. 46. & 47. at the time and place aforesaid to Orin Foster for the sum of ten dollars, he being the highest bidder for them and have made and delivered to each of them a Deed of said right in equity, in the form prescribed by law, and I have applied the said sums being one hundred and ten dollars in all, after deducting my fees & charges of sale in part satisfaction of this Execution to wit. the sum of ninety eight dollars and twenty three cents

Richard Pinkham Sheriff

Fees & Charges, Service 23
Travel 05
Poundage 2,45
Notifying Deletor 1 00
Examining Records & assignments 1.00
Advertising 2,00
Selling 2,00
Clerks fees 50
2 Deeds 1.00
Acknowledging 34
Pd Recorder 1 00
Postage 20
$11,

Received of Richard Pinkham Sheriff of the County of Merrimack the sum of ninety eight dollars and twenty three cents as above in part satisfaction of this Execution, dated at Concord on the 11th day of June 1846.

Benja Brown
by H G Colby his Atty

Received ~~Augt 20. 1846~~ and Recorded Augt 20, 1846
Examined W. T. Leavitt Register

Execution William M Patrick vs Chauncy C Bartlett Judgment April 1. 1846

The State of New Hampshire

Merrimack ss. To the Sheriff of any County or his Deputy

(L S) Whereas William M Patrick of Canterbury in said County of Merrimack Yeoman, by the consideration of our ~~Court of Common Pleas~~ Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1846 recovered Judgment against Chauncy C. Bartlett of Lowell in the County of Middlesex and Commonwealth of Massachusetts, Gentleman,

27.10 for the sum of Twenty ~~dollars~~ seven dollars ten cents and costs taxed at
17.13 seventeen dollars thirteen cents as appears of Record, whereof Execution
44.23 remains to be done.
17
44.40

We command you therefore, That of the goods, chattels, or lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor, the aforesaid Sums, with lawful interest thereon, and Seventy cents more for this writ and your own fees — And make return of this Writ with your doings thereon to said Court to be holden at Concord in said County, upon the second Tuesday of October next

Witness Joel Parker Esquire the 28th day of April Anno Domini 1846

N. B. Baker Clerk

Judgment rendered April 1, 1846.

Merrimack, ss. April 30th 1846 - I have taken all the right in law or in equity which the within named Chauncy C. Bartlett has to redeem a certain tract of Bonded land with the buildings thereon and all the right which he had to the same on the eighth day of March A D. 1845, the day on which the same was attached on mesne process, the same being situated in Concord in said County, bounded and described as follows, viz. beginning on the Easterly side of the road leading from Concord East Village to Canterbury at the corner of land of Moses Davis, thence Easterly binding on said Davis land ten rods to an Elm tree, thence Northerly sixteen rods to a stake & stones, thence Westerly on a parallel line with the first mentioned line ten rods to the highway, thence Southerly binding on said highway sixteen rods to the bound first mentioned being one acre more or less, the same being bonded by Abel Baker of said Concord, to the said Bartlett August 27th 1844. the condition of said bond is that if the said Bartlett shall pay or cause to be paid to the said Baker, his the said Bartletts promissory note for one hundred dollars to said Baker bearing even date with said bond payable in one year with interest annually, then said Baker is to give a good and sufficient deed of said bonded premises, and on the same day I left at the usual place of abode of said Bartlett a notice in writing that the said right in law or in equity would be sold at Public Auction on the premises on Saturday the thirtieth day of May then next at two of the clock in the afternoon, and posted up like notices at the Inn of John Gass and at the Post Office in said Concord, they being two of the most Public places in said town of Concord, and on the said 30th day of May A D. 1846, I sold the said right in equity at the time and place appointed as aforesaid, at Public Auction to Nathan Emery Jr he being the highest bidder for the same of forty five dollars and made and delivered to him a Deed of said right in law or in equity in the form prescribed by law and I have applied the said sum of forty five dollars after deducting my fees and the charges of sale in part satisfaction of this Execution, to wit, the sum of thirty six dollars and seventy cents and no more - I therefore return this Execution satisfied for that sum only

Richard Pinkham Sheriff.

Fees — Service	23
Travel	45
Poundage	1,12
Notifying Debtor	1,00
Advertising	1,00
Ascertaining incumbrance & discription	1,00
Attending sale & selling	2,00
Deed	50
Paid Recorder	1,00
	$8,30

Concord June 26th 1846, Received of Richard Pinkham Sheriff the sum of thirty six dollars and seventy cents in part satisfaction of the within Execution

Nathan Emery Jr

325

Received and Recorded August 20, 1846 Examined N. G. Leavitt Register

George W. T. Converse vs Susan Gordon Exon Oct. T. 1846

69. 12
16. 10
85. 22
17
85,39

The State of New Hampshire
Merrimack ss
To the Sheriff of any County or his deputy
Whereas

George W. T. Converse of Hooksett in said County Gentleman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack on the Fourth Tuesday of March Anno Domini 1846 recovered judgment against Susan Gordon of said Hooksett, Widow, for the sum of Sixty nine dollars, twelve cents, and costs taxed at sixteen dollars, ten cents: as appears of record, whereof execution remains to be done:

We Command you, therefore, that of the goods, chattels, or lands of said debtor in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon, and seventeen cents more for this writ, and your own fees

And make return of this writ, with your doings thereon to said Court, to be holden at Concord, in said County, upon the Second Tuesday of October Current "

Witness Joel Parker, Esquire, the 3d day of October Anno Domini 1846 "

N. B. Baker Clerk

Judgment rendered April 1, 1846

Justices Certificate

Merrimack ss October 10, 1846. Then Aaron Whittemore James Wilson, and Peter, C. Powell personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution Before me Aaron Whittemore Justice Peace

Appraisers Certificate

We the subscribers having carefully examined a tract of land shown to us as the estate of the within named debtor, bounded as follows: commencing at a stake and stones on the westerly side of the Chester old road so called in Hooksett in the County of Merrimack, thence running north 66° west by land of Betsey Hill one hundred two and a half rods to a stake and stones by land of the heirs of Asa Gordon, thence north 6° east about eleven rods to a stake by land of Nathaniel Merchant, thence by land of A. T. Coffs south 71° east one hundred and five rods to said road thence as said road 21° west about twenty rods by said road to bounds first named with the buildings thereon being the same tract as sett off to the within named Gordon as her dower of land on the westerly side of said road in the estate of Asa Gordon deceased and appraised the right, title and interest of the within named Gordon to the same at its just value do upon our oaths say that the right, title and interest of the within named Gordon to the same tract of land is of the value of ninety seven dollars and twenty two cents and no more and we have set off the same by metes and bounds as aforesaid in satisfaction of the within execution

Aaron Whittemore
James Wilson
Peter, C. Powell
} Appraisers

Merrimack ss By direction of the Creditor within named I have extended this execution upon the tract of land above described in manner following to wit, I caused three Appraisers to be appointed that is to

pay Aaron Whittemore by the Creditor within named: James Wilson appointed by myself and Peter C Rodell by me for the said debtor, the said debtor not residing within this County: ~~not within~~ twenty miles of the property to be appraised being all discreet and disinterested men resident in the County, who being duly sworn by a Justice of the peace impartially to appraise such real estate as should be shown them as the estate of the debtor, upon their oaths said that the above described tract of land shown them as the estate of the said debtor was of the value of ninety seven dollars and seventy two cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum, in satisfaction of this execution and my fees: and I have delivered seisin and possession of this said tract of land to the said Creditor, I therefore return this execution satisfied in full

George W. Doe D. Sheriff

Fees	Service	25
	Travel	20
	Poundage	2,20
	Paid Justice & Surveyor	1,50
	Appraisers	3,00
	Recorder	1,00
	Notifying appraisers and travel for same	50
		8,65

Merrimack ss Hookisett Oct 10th 1846 I this day received seisin possession of the above described tract of land by George W Doe D Sheriff.

Geo M. F. Conners

Recved and Recorded Oct 12, 1846

Examined R. T. Leavitt

Register

Upon William M. Carter vs Aaron Carter Oct T. 1846

The State of New Hampshire

Merrimack ss

To the Sheriff of any County or his deputy

Whereas William M. Carter of Concord in said County of Merrimack, Gentleman, by the Consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1846, recovered judgment against Aaron Carter of said Concord Gentleman, ~~for the sum of~~ two thousand four hundred and seventy four dollars eighty five cents and costs taxed at twelve dollars twenty three cents: as appears of record, whereof execution remains to be done

2474, 85
12, 23
2487, 08
17

We Command you, therefore, that of the goods Chattels, or land of the said debtor, in your precinct, you cause to be levied and paid to the said Creditor the aforesaid sums, with lawful interest thereon, and seventeen cents more for this writ, and your own fees

And make return of this writ with your doings thereon to said Court, to be holden at Concord, in said County, upon the second Tuesday of October next

Witness Joel Parker, Esquire, the ~~second~~ ninth day of April Anno Domini 1846

N. B. Baker Clerk

Judgment rendered April 1, 1846

327

328

Continued

Merrimack ss May 1, 1846 Then A B Curries, Robert N. Corning and Stephen C. Badger personally appeared and made oath that they would faithfully and impartially appraise such lands and tenements as should be shewn them as the estate of the within named Aaron Carter to satisfy the within execution

Before John Pettingill Justice of the Peace

We the subscribers having carefully examined a tract of land shewn to us as the estate of the within named debtor, situated in Concord in said County bounded as follows: beginning at a stake on the easterly side of the road leading from Moons Mills so called, by the Silk Farm so called, thence north sixty seven and a half degrees east sixty and one half rods to a stake by Abraham Prescotts land, thence North thirty two degrees west fifty one to a stake, thence South sixty seven and one half degrees West sixty rods to said road, thence twenty nine degrees east by said road fifty four rods to the place of beginning, Containing eighteen acres & three fourths, and appraised the same at its just value of one hundred & eighty seven dollars & fifty cents & no more and we have set off the same land by metes and bounds as aforesaid in satisfaction of the within execution

A. B. Curries
Robt N. Corning
S. C. Badger

May 1, 1846

Merrimack ss May 1, 1846 By direction of the creditor within named I have extended this execution upon the tract of land above described in manner following to wit, I caused three appraisers to be appointed, that is to say Stephen C. Badger appointed by myself, A. B. Curries appointed by the creditor and Robert N Corning appointed by me for the debtor, the said debtor not residing within this County nor within twenty miles of the property to be appraised, the said Stephen C. Badger, A. B. Curries and Robert N. Corning being all discreet and disinterested men resident in the County who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor upon their oaths said that the above described tract of land shown to them as the estate of said debtor, was of the value of one hundred & eighty seven dollars & fifty cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees I therefore return this execution satisfied as aforesaid in part to wit for the sum of one hundred & seventy six dollars seventy six cents being the residue of the said sum of one hundred & eighty seven dollars & fifty cents the value of said land after deducting my fees, and for no more

Fees Service & travel 28

Poundage	3,12
Appointing & notifying appr	1,00
Justice fee	51
Attendance with apprs	2,83
Paid appr	4,00
Recording Execution	1,00
	10,74

John Pettingill D. Sheriff

May 1, 1846 This may certify that I have this day received full seizen and possession of the above described tract of land by John Pettingill D. Sheriff

Wm M. Carter

Received and Recorded Oct 12, 1846

Examined N. T. Leavitt

Register

Wyatt Boyden vs David Sweatt Exon Oct T. 1846

The State of New Hampshire
Merrimack ss

To the Sheriff of any County or his deputy

Whereas Wyatt Boyden of Boscawen in said County of Merrimack Esquire, by the consideration of our Justices of our Court of Common Pleas holden at Concord, in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1846 recovered judgment against David Sweatt of Boscawen in said County Cooper for the sum of three hundred and forty dollars and fifty nine cents, and costs taxed at eleven dollars and seventy five cents: as appeareth of record, whereof execution remains to be done

$340.59
11.75
$352.34
17

We command you, therefore, that of the goods, chattels or lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor the aforesaid sums, with lawful interest, and seventeen cents more for this writ, and your own fees

And make return of this writ with your doings thereon to said Court, to be holden at Concord in said County upon the second Tuesday of October next

Witness Joel Parker Esquire, the third day of April Anno Domini 1846

N. B. Baker Clerk

Judgment rendered April 1, 1846

Merrimack ss On the 17th day of April 1846 Hezekiah Fellows and on the 9th day of October 1846 Moses Gerrish Jr and Samuel W Watson personally appeared and made oath they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me Franklin Simonds Justice of the Peace

We the subscribers having carefully examined a certain tract of land shown us as the estate of the said debtor for the term of his natural life, and now lying situate in said Boscawen, Bounded as follows, beginning at a stake & stones at the northwest corner of the homestead farm of David Carter late of Boscawen, deceased by land of Amos Corser, thence South 17 degrees west on the west line of said lot forty one rods to land in possession of Judith Carter, thence east on land of Amos Corser, carrying the width of said forty one rods, one hundred and thirty rods to the east line of said lot containing thirty three acres, Also one other piece of land known as the Barnard lot, beginning at the northwest corner of said lot, thence south on the west line of said lot thirty two rods by land of Peter Stone, thence east parallel line with the range way about one hundred sixty rods to the east line of said lot, thence north on the east line of said lot to the range way, thence west by said range way to the bound, first mentioned containing thirty acres, do upon our oaths say that the estate of said debtor for the term of his life only, in one undivided fourth part of the said tracts of land is of the value of one hundred dollars and no more, and we have set off the estate of said debtor therein to the creditor in part satisfaction of this execution and the fees and charges of levying the same

October 9, 1846

Hez.k Fellows
Moses Gerrish Jr
Samuel W. Watson

329

Continued

Merrimack ss October 9, 1846 By direction of the Creditor within named I have extended this execution upon the estate of the said debtor for his own life only, in one undivided fourth part of the tracts of land above described in manner following to wit; I Caused three Appraisers to be appointed that is to say Hezekiah Fellows by myself Moses Gerrish Jr by the Creditor within named and Samuel H Watson by the debtor within named, the said Hezekiah Fellows, Moses Gerrish Jr and Samuel H Watson being all discreet and disinterested men resident in the County who being duly Sworn by a Justice of the peace impartially to appraise such real estate as should be shewn them as the estate of the debtor upon their oaths said that the estate of said debtor for his life only in one undivided fourth part of the above described tracts of land shewn to them as the estate of said debtor for the term of his natural life was of the value of one hundred dollars and no more; and the said Appraisers set off the same tracts of land by metes and bounds as aforesaid at that sum in part satisfaction of this execution and my fees: and I have delivered siesin and possession of the said tracts of land to the creditor, I therefore return this execution satisfied for eighty nine dollars and sixty one cents

Franklin Simonds D Sheriff

Fees

Travel & service	$,63
Poundage — —	2,25
Justice fee	37
Notice to Appraisers	1,00
Attending with appraisers	1,50
Making return	1,00
Paid Appraisers	2,00
Recorder	1,50
	$ 10,89

October 9, 1846 I this day received siesin and possession of the above described tract of land by Franklin Simonds D Sheriff

Wyatt Boyden

Received and Recorded October 13, 1846

Examined N. T. Leavitt

Register

Weare Tappen vs David Heath, March T, 1847

L.S.

The State of New Hampshire
Merrimack ss

To the Sheriff of any County or his deputy

Whereas Weare Tappen of Bradford in said County of Merrimack Attorney at Law by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the second Tuesday of October Anno Domini 1846 recovered Judgment against David Heath late of Warner now of Hopkinton in said County, gentlemen, for the sum of twelve hundred and seventy two dollars and forty eight cents, and costs taxed at seventy five dollars, eighty five cents as appears of record whereof execution remains to be done

1272,48
75,85
1348,33
17

We Command you therefore, that of the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paied to the said Creditor the aforesaid sums, with lawful interest thereon, and seventeen cents more for this writ, and your own fees,

And make return of this writ with your doing thereon, to said Court holden at Concord in said County, upon the fourth Tuesday of March next

Witness Joel Parker Esquire, the 26th day of October Anno Domini 1846

N. B. Baker Clerk

Judgment rendered Oct 23, 1846

Merrimack ss November 12, 1846 Then Cyrus Cressey, Henry H Harriman and H. B. Chase personally appeared, and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor, to satisfy this execution

Before me John Currier Jr Justice of the Peace

We the subscribers having carefully examined a tract of land lying in Warner in said County, shown to us as the estate of the within named debtor, bounded as follows. Beginning at a stake and stones in the northerly line of the farm of Jacob Currier, on the westerly side of the main road in said Warner thence south eighty six and one fourth degrees west by land of said Currier, land now occupied by Levi Bartlett and land of H. B. Robertson, one hundred and sixty nine rods to stake and stones near a hemlock tree marked, thence north four degrees west fifty nine and one half rods to stake and stones thence north eighty nine degrees east, ninety seven and one fourth rods to a black Cherry tree standing at the Southeast Corner of land occupied by the Widow Dutton, thence north seven degrees east four rods to said main road, thence Southeasterly by said main road, sixty and one fourth rods to stake and stones, thence north fifty four degrees east across said road four and one fourth rods to stake and stones by the Southerly Corner of land lately occupied by James W. Perkins, thence north sixty six degrees east by said Perkins land twenty two rods to stake and stones, thence north two degrees east by said Perkins land forty rods to an oak tree marked thence north seventy two degrees west by said Perkins land fourteen and a half rods to the Denny Hill road, so called, thence north twenty three degrees east by said Denny Hill road thirty seven and one fourth rods to land of Dudley Bailey, thence South eighty nine and a half degrees east by said Baileys land fifty nine and a half rods to an old oak stump standing in the wall, thence South sixty two degrees east by land of Frederick Eaton forty seven rods to stake and stones and land of the heirs of Daniel Gurey deceased, thence South five degrees east by land of said heirs fifty and one

331

Continued

half rods to stake and stones, thence South eighty one degrees west by land of Joshua Sawyer sixty eight and a half rods to stake and stones, thence South five degrees east by said Sawyers land seventeen and one fourth rods to stake and stones, thence South eighty four degrees west by land of Richard Bartlett deceased, thirty five rods to stake and stones, thence north twenty one degrees west five and a half rods to stake and stones, thence South seventy degrees west ten and a half rods to said main road, thence the same course across said road three and three fourths rods to a stake and stones, and thence southerly by said road eighteen and a half rods to the place of beginning; Containing about one hundred and seven acres exclusive of highways; and appraised the same at its just value, do upon our oaths say that the same tract of land is of the value of nine hundred dollars and no more; and we have set off the same land by metes and bounds as aforesaid in part satisfaction of the within execution

And also one other tract of land lying and being in Hopkinton in said County shewn to us as aforesaid, bounded and described as follows, Beginning at a stake and stones at the Southerly corner of land lately occupied by David Heath, and on the westerly side of the highway, thence north seventy two degrees west by land of Samuel Clark, thirty seven rods to land lately owned by Moses Harriman, thence north nineteen and one third degrees east fourteen and one quarter rods to stake and stones, thence north forty eight degrees west by land of said Harriman, and land of James Colby fifty two and a half rods to stake, and stones, thence South seventy four degrees west by land of said Colby sixty nine and one half rods to the corner of Joseph Emersons land, thence North thirty one degrees west by land of said Emerson seventy five rods to stake and stones, thence north seventy four degrees east seventy one and a half rods to stake and stones, thence South thirty one degrees east seventy five rods to stake and stones, thence South forty eight degrees east fifty two and a half rods to stake and stones, thence South fifty three degrees east thirty nine and one half rods to the road above mentioned and stake and stones, and thence South thirty eight and a half degrees west by said road four rods to the place of beginning Containing about thirty five acres, and appraised the same at its just value as upon our oaths say that the same tract of land is of the value of two hundred and ten dollars and no more, and we have set off the same by metes and bounds as aforesaid, in further part satisfaction of the within execution

November 14, 1846

Cyrus Cressey
Henry H Harriman
H. B. Chase

Merrimack ss November 14th 1846 By direction of the Creditor within named, I have extended this execution upon the tracts of land above described, in manner following, to wit, I caused three appraisers to be appointed, that is to say Henry H. Harriman appointed by myself, Cyrus Cressey by the Creditor within named, and Henry B. Chase appointed by me for the debtor, the said debtor having been notified and requested to appoint an appraiser and having neglected to appoint any, the said Henry H. Harriman, Cyrus Cressey and Henry B Chase being all discreet and disinterested men, resident in said County, who being sworn by a Justice of the Peace impartially to appraise such real estate as should be shewn them as the estate of the debtor, upon their oaths said, that the tract of land first above described shown them as the estate of the said debtor was of the value of nine hundred dollars

Continued

and no more, and that said tract of land last above described shown them as aforesaid was of the value of two hundred and ten dollars and no more and the said appraisers set off the same tract of land at their respective sums, both amounting to eleven hundred and ten dollars in part satisfaction of this execution and my fees and Charges of levying the same, and I have delivered seisin and possession of the said tracts of land to the said Creditor & I therefore return this execution satisfied in part, to wit, for the sum of ten hundred and sixty five dollars and thirty two Cents, being the residue of said sum of eleven hundred and ten dollars, the value of said lands after deducting the fees of levying and for no more)

Fees and Charges

Service	25
Travel	1,00
Poundage	8,00
Notifying debtor	1,25
Justice	,11
Appraisers – 3 days	21,50
Surveying and chain man	6,50
Attending on appraisers 3 days -	4,50
Recorder	1,25
$	44,68

Jona P Dodge Deputy Sheriff

November 14, 1846 I this day received seisin and possession of the above described tracts of land by Jonathan P. Dodge Deputy Sheriff

Weare Tappan

Received and Recorded November 18, 1846

Examined R T Leavitt

Register

334

William A Stinson vs David Stinson Jany T. 1847

The State of New Hampshire

Hillsborough ss To the Sheriff of any County or his Deputy

(L S) Whereas William A. Stinson of Mont Vernon in said County Yeoman as he is Executor of the last will and Testament of William A. Stinson late of said Mont Vernon deceased, by the Consideration of our Justices of our Court of Common Pleas holden at Manchester in said County of Hillsborough on the fourth Tuesday of October A.D. 1846 recovered judgment against David Stinson of Dunbarton in our County of Merrimack Yeoman, for the sum of two hundred and fifty six dollars eighty five Cents, and costs taxed at eleven dollars ninety five cents, as appeares of record, whereof Execution remains to be done

256, 85
11 95
268, 80
17

We Command you, therefore, that of the Goods Chattels or lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor, the aforesaid sum with lawful interest thereon and 17 cents more for this writ, and your own fees

And in default thereof to arest the said debtor, and Commit him to jail. And the keeper of such jail is required to detain him in Custody until he pay the same with your fees, or until he is discharged by the Creditor, or otherwise according to law

And make return of this writ with your doings thereon, to said Court to be holden at Amherst in said County, upon the second Tuesday of January next

Witness Joel Parker Esq. the Ninth day of November A.D. 1846

P. Dodge Clerk

Judgment Nov 7, 1846

Merrimack ss Nov 28th 1846. Then Paige Tuttle and Samuel Kimball and True Morse personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this Execution Before me

fee fifty cents

John Vose Justice of the Peace

We the subscribers having carefully examined a tract of land situated in Dunbarton and known as the Gaven lot shown to us as the estate of the within named debtor, bounded as follows and containing about sixty acres being the remainder of lot No 6 in the fifth range of lots in said Dunbarton of which lot John Church as Constable of said Dunbarton conveyed to Samuel Gaven one hundred acres off of the west end of said lot for taxes in A.D. 1781. and bounded South by land of Ebenezer Kimball west by land of True Morse, and land of the heirs of Ebenezer Bailey, North by land of Abel Prescott, and east by land of Poor and Green, the said debtor holding one undivided ninth of four fifths thereof in common with others do upon our oaths say that one undivided ninth part of four fifths of the same tract of land is of the value of fifty three dollars & thirty three cents and no more, and we have set off said undivided ninth part of four fifths thereof to the said Creditor in part satisfaction of this execution

fee 1 dollar 00

Paige Tuttle
Samuel Kimball
True Morse

Merrimack ss November 23d 1846 By direction of the Creditor within named I have extended this execution upon one undivided ninth part of four fifths of the tract of land above described in the manner following to wit I caused three appraisers to be appointed, that is to say Paige Tuttle

334

Continued

by the Creditor within named Samuel Kimball by myself and True Morse appointed By me for the debtor, the said debtor not residing within this County nor within twenty miles of the property to be appraised, the said Peleg Twist, Samuel Kimball and True Morse being all discreet and disinterested men resident in the County, who being duly sworn by a justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor, upon their oaths said that the undivided ninth part of four fifths of the above described tract of land shown them as the estate of the said debtor was of the value of fifty three dollars and thirty three Cents and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this execution and my fees and I have delivered seisen and possession of the said undivided ninth part of four fifths of said tract of land to the said Creditors, I therefore return this execution in part satisfaction (to wit) for the sum of forty eight dollars and ten cents after deducting my fees, and no more

Fees, Service .25 Philip F Patten D Sheriff
Travel .68
Boundage 1,32
Levy 2,00
Recording 1,00
To Justice 50
To appraisers 1,00
6,75

Merrimack ss Nov 25th 1846 I this day received seisen and possession of the real estate described on the back of this execution by P F Patten D Sheriff
William A Stinson

Received and Recorded December 15, 1846
Examined R. T. Leavitt
Register

334

335

George McDaniel vs John McDaniel March T 1847

1424,04
1.23
1425,27
17

The State of New Hampshire

Merrimack ss.

To the Sheriff of any County or his Deputy

Whereas George McDaniel of Barnstead in our County of Strafford Esquire by the Consideration of our Justices of our Court of common Pleas holden at Concord in said County of Merrimack, on the second Tuesday of October Anno Domini 1846 recovered judgment against John McDaniel of Concord in said County of Merrimack, Yeoman for the sum of one thousand four hundred and forty seven dollars four cents, and Costs taxed at seven dollars twenty three cents as appears of record whereof execution remains to be done,

We Command you, therefore, that of the goods, chattels, or lands of the said debtor in your precincts, you cause to be levied and paid to the said Creditors the aforesaid sums, with lawful interest thereon, and seventeen cents more for this writ, and your fees

And make return of this writ with your doings thereon, to said Court, to be holden at Concord in said County, upon the fourth Tuesday of March next

Witness Joel Parker Esquire, the 2nd day of November Anno Domini 1846

A. B. Baker Clerk

Judgment rendered Oct 28, 1846,

Merrimack ss November 19, 1846 Then Stephen C. Badger Elias Pinkham and William McCarter - personally appeared and made oath, that they would faithfully and impartially appraise such lands and tenements as should be shown them as the estate of the within named John McDaniel to satisfy the within execution

Before me John Pettengill Justice of the Peace

We subscribers having carefully examined a tract of land shown to us as the estate of the within named debtor situated in Concord in said County, bounded and described as follows, to wit: Beginning at the south west corner of said piece of land at a stake on the northerly piece of Pearl street, thence north about 75 degrees east by said Street four rods to a stake, thence North fifteen degrees west, six rods to a stake by George W. Ela's land, thence South about seventy five degrees west four rods to a stake & stones, thence south fifteen degrees east six rods to the place of beginning - containing twenty four square rods with the buildings thereon, and appraised the same at its just value, do upon our oaths say that the same tract of land is of the value of seven hundred dollars, and no more: and we have set off the same land by metes and bounds as aforesaid in full satisfaction of the within execution

Concord November 19. 1846

Stephen C Badger
Elias Pinkham
Wm. M. Carter

Merrimack ss November 19. 1846 In pursuance of the directions of George McDaniel the Creditor within named I have extended the within execution upon the tract of land above described in manner following viz I caused three appraisers to be chosen. that is to say Wm. M. Carter by the Creditor within named, Elias Pinkham by the debtor within named and Stephen C Badger who was chosen by myself the said W. M. Carter, Elias Pinkham & Stephen C. Badger being all reputable freeholders and resident in said County of Merrimack. who being sworn before a Justice of the Peace faithfully and impartially to appraise such lands and tenements as should be shown to them as the estate of the within debtor. upon their oath, said that the above described tract of land above

Continued

to them as the estate of the aforesaid debtor vary of the value of seven hundred dollars and no more. And the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this execution and my fees and have delivered possession and sizin of the said tract of land to the said Geo McDaniel the creditor within named. Wherefore return this execution satisfied as aforesaid in part, to wit, for the sum of six hundred & eighty five dollars & thirteen cents being the residue of said sum of seven hundred dollars the value of said land after deducting my fees, and for no more

Fees, Service & travel	28
Boundage	6,75
Apt & Certifying do	1,00
Justices fees	,37
Attending to do apt	,83
Paid apt & surveyors	4,00
Return & Certifying	50
Recording Execution	1,00
$	14,87

John Pettingill D Sheriff

November 19, 1846 This may certify that I have this day received full seizin and possession of the above described tract of land by John Pettingill D. Sheriff

George McDaniel

by his Atty Peaslee & George

Memmack ss Nov 19, 1846 I have taken all the right in equity of the within named debtor to redeem two tracts of land with the buildings thereon situated in Concord in said County bounded & described as follows to wit the land and house on Summer Street bounded by Summer Street on the west by land of Susan Stickney on the north, by land of Mrs Evans on the east, and land of Mr Ingalls and land of Stephen D Badger on the south, the other tract of land and buildings thereon bounded north by Crop Street, east by State Street, and south and west by land of Samuel Fletcher Esqr and is the same land said John McDaniel bought of the New Hampshire Savings Bank, the first parcel of land being subject to a mortgage made by said debtor to the New Hampshire Savings Bank dated the sixth day of Feby 1844 to secure the payment of four hundred dollars in three payments with interest the last parcel of land being subject to a mortgage made by said debtor to Moody Kent dated the eleventh day of February 1846 to secure the payment of one thousand dollars in twelve and eighteen months with interest, and on the same day I gave notice to said debtor a notice in writing that the said right in equity would be sold at public auction on the premises in said County on the twenty fourth day of December 1846 at three O'clock in the afternoon and posted up like notices at the Inn of H. C. Pierce and at the store of Elias Pinkham two of the most public places in said Town of Concord in which the said property is situate and on the said twenty fourth day of December 1846 I sold the said right in equity at the time and place appointed as aforesaid at public Auction to Geo McDaniel he being the highest bidder for the sum of eight hundred & forty five dollars and made and executed a deed to him of said right in equity in the form prescribed by law of said sum of $845, I have applied the sum of seven hundred sixty six dollars & thirty one cents in full satisfaction of this execution including the set off which is a part of my return on this execution. Also applied the sum of eight dollars, eighty six cents for my fees and charges of sale of said real estate, having a balance in my hands of sixty nine dollars & eighty three cents, which I have applied to an execution Aaron Young vs John McDaniel

Fees, Boundage	3,83
Advertising & Misc	1,00
Selling & Making deed	2,50
Recording return	1,00
Return & Certifying	53
$	8,86

John Pettingill D Sheriff

Memmack ss Dec 30, 1846. Rec'd of John Pettingill D Sheriff seven hundred sixty six dollars & thirty one cents in full for debt & Cost of the within execution $766.31.

George McDaniel
by his attys Peaslee & George

Received & Recorded Dec 31, 1846 Examd E. T. Leavitt Register

336

337

Herman McRolfe vs John Pettingill March T. 1847

The State of New Hampshire
Merrimack ss.

To the Sheriff of any County or his deputy

Whereas Herman McRolfe of Concord in said County of Merrimack Trader by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the second Tuesday of October Anno Domini 1846 recovered judgment against John Pettingill of said Concord Trader for the sum of two Hundred and ten dollars seventy two cents, and costs taxed at fourteen dollars twenty five cents: as appears of record whereof execution remains to be done.

21072
1425
224.97
17

We Command you, therefore, that of the goods, chattels, or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor the aforesaid sums, with lawful interest thereon and seventeen cents more for this writ, and your own fees

And make return of this writ, with your doings thereon to said Court to be holden at Concord, in said County, upon the fourth Tuesday of March next

Witness Joel Parker Esquire, the 18th day of November Anno Domini 1846

N. B. Baker Clerk

Judgment rendered Oct 20, 1846

Merrimack ss November 20th 1846 I have taken all the right in equity of the within named debtor to redeem a certain tract of land with the buildings thereon situate in Concord in said County of Merrimack & State of New Hampshire, bounded and described as follows. Easterly by Main Street Southerly by Pleasant street, Northerly and easterly by land of Philip Brown Amos B. Currier and Nathaniel White and westerly by land of Jonathan Danforth Daniel Davis, and Samuel Curtis, the same being subject to a Mortgage made by said debtor to the town of Concord dated the 24th day of July 1840 to secure the payment of said debtors promissory note to said Town for the sum of two thousand dollars bearing even date with said Mortgage on demand with interest annually. Also another mortgage made by said debtor to one Peter C. Page, dated the 24th day of July 1840 to secure the payment of said debtors promissory note bearing even date therewith for the sum of five hundred dollars payable to said Page or order on demand with interest annually. Also another Mortgage made by said debtor to one George W. Pelt dated the 24th day of July 1840 to secure the payment of said debtors promissory note dated July 20th 1840 for the sum of three hundred dollars payable to said Pelt or order on demand with interest, Also another mortgage made by said debtor to one Betsey Gibson dated July 24th 1840 to secure the payment of two promissory notes of said debtors made payable to said Betsey, one dated January 11th 1842 for the sum of six hundred twenty two dollars and thirty six cents on demand with interest, and the other dated April 18th 1833 for the sum of five hundred dollars on demand with interest. And also one certain other mortgage made by said debtor to one Jesse Dean dated the 24th day of July 1840, to secure the said debtors promissory note dated July 5th 1839 for the sum of six hundred dollars payable to said Dean or order on demand with interest, and on the same day I gave the said debtor in hand a notice in writing, that the said right in equity would be sold at Public Auction at the Inn of Carter & Priest in Concord in said County on Monday the the twenty first day of December, then next at eleven of the Clock in the forenoon and posted up like Notices at the Inn of said Carter & Priest and at the Post Office in Concord they being two of the most public places in said Town of Concord and on the said 21st day of December 1846 I sold the said right in equity at the time

Merrimack ss Dec 11, 1847 The Constitution of this Execution having been complied with, I hereby discharge the same in full.
Herman McRolfe

Continued

and there appointed as aforesaid, at Public Auction to Hermann M Rolfe he being the highest bidder for the same, for the sum of thirty dollars, and made and delivered to him a deed of said right in equity in the form prescribed by law, and I have applied the said sum of thirty dollars after deducting my fees and charges of sale in part satisfaction of this execution to wit, the sum of twenty four dollars and forty seven cents and no more

Fees Service .25
Travel .05
Poundage .75
Notice to debtor .50
Advertising 1,00
Selling 1,50
Deed .50
Paid Register 1,00
$5,55

Richard Pinkham Sheriff

Merrimack ss December 21st 1846. Received of Richard Pinkham Sheriff of said County the sum of twenty four dollars and forty seven cents in part satisfaction of this execution

H. M Rolfe

Received & Recorded January 11, 1847

Examined R. J Leavitt
Register

Sampson Bullard vs George W Ela March T. 1847

The State of New Hampshire

Merrimack ss

To the Sheriff of any County or his deputy

Whereas Sampson Bullard of Concord in said County Gentleman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the second Tuesday of October Anno Domini 1846 recovered judgment against George W Ela of Concord in said County Gentleman for the sum of Six hundred and twenty six dollars fifty cents, and Costs taxed at thirty four dollars fifty cents as appears of record, whereof execution remains to be done

626,50
34,50
661,00
17

We Command you, therefore, that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid sums, with lawful interest thereon and seventeen cents now for this writ, and your own fees —

And make return of this writ, with your doings thereon to said Court to be holden at Concord, in said County, upon the fourth Tuesday of March next

Witness Joel Parker Esquire, the 27th day of October Anno Domini 1846

N B Baker Clerk

Judgment rendered Oct 23, 1846

Merrimack ss November 8th 1846. Then Mitchel Gilmore and William Kent personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named debtor at it just value to satisfy this execution

Before me

B. W. Sanborn Just Peace

338

Continued

Merrimack ss January 13th 1827 Then Elisha Merrill personally appeared and made oath that he would in his part impartially appraise at its just value such real estate as should be shown him as the estate of the within named debtor to satisfy this execution Before me

A Hutchins Justice of the Peace

Merrimack ss . . . On the 5th day of November 1826 I took a lot of hay estimated to be from ten to fifteen tons, as the property of the within named debtor and on the same day I advertised the same for sale at public Auction at the barn & Stable formerly owned and occupied by George W Ela within named in Concord in said County on Monday the 9th day of November then instant at ~~this time~~ ten of the Clock in the forenoon, by posting up notices of the said time and place of sale at Inns of John Gass & John L Nevins two of the most public places in said town of Concord, and on the said 9th day of November I attended at the time and place appointed as aforesaid and believing it would be for the interest of the debtor & Creditor I adjourned the sale until two of the clock in the afternoon of the same day at the same places and gave like notice of said adjournment as above, and on the 9th day of November 1826 at 2 o clock in the afternoon I sold the said Hay at the places appointed as aforesaid at Public Auction to the highest bidders as follows, viz 65.90 lbs to J L Nevins at $6.37½ per ton $21.03

five tons $10,35 to John L Nevins $9.12½ per ton 50,36

1850 lbs to _ Gremell for $ 5,87½ cents per ton 5,42

and 59,64 lbs to J L Nevins for $6,12½ per ton 18,27

$95,09

Amounting in all to ninety five dollars and nine cents and on the 8th day of November 1826 I took one large Iron safe as the property of the said debtor and on the sixth day of the same November I advertised the same for Sale at public Auction on Monday the 9th day of November then instant at two o'clock in the afternoon at the Newhampshire Miners office in Concord in said County by posting up notices of the said time and place of sale at the Inn of John Gass and at the Post office, two of the most public places in said town of Concord, and on the said 9th day of November 1826 I sold the said Iron safe at the time and place appointed as aforesaid at public Auction to Lewis Downing he being the highest bidder for the same, for the sum of forty two dollars both of said Sales amounting to the sum of one hundred thirty seven dollars and nine cents from which sum I have deducted my fees & Charges of both of said sales being eleven dollars & ten cents, and the residue thereof being one hundred twenty five dollars and ninety nine cents I have applied in part satisfaction of this execution

Fees & Charges

Service	,25
Travel	,05
Postages	2,62
Advertising	1,50
Attending Sale & adjournment	,75
Selling	2,50
Delivering & Collecting	1,50
Clerks fees	,75
Pd for weighing	1,20
	$11.10

Richard Pinkham Sheriff

Dec 31, 1826 Recd of Richard Pinkham forty eight dollars & thirty cents on this execution being the amount of Perley & Ainsworths bill & 6 Ainsworths bill for fees & money paid out in said case

Calvin Ainsworth

Merrimack ss November 8th 1826 I have taken all the right in equity of the within named debtor to redeem a certain tract or piece of land with the buildings thereon situate in Concord in said County of Merrimack & state of Newhampshire bounded and described as follows viz: Southerly by Montgomery

Continued

Street (so called) easterly by Land of Thomas Chadbourn, Northerly by Land of Noah or Daniel Burnham, and westerly by Land of Daniel Dunlap, the same being subject to a Mortgage from one Thomas Chadbourn to one Theodore French dated the second day of December A D 1833 to secure the payment of twelve certain promissory notes of hand of one hundred dollars each with interest annually and each bearing date November 27th 1833, one becoming due in each year in succession till the whole is paid and afterwards Conditionally conveyed by said Chadbourn to one Samuel H Schuyler as by said Chadbourn's obligatory writing to said Schuyler, dated October 9th 1837 Recorded in Merrimack Records Vol 49, Page 184, and then afterwards the within named debtor bought of me John Pettingill a Deputy Sheriff in and for said County all the right in equity which the said Schuyler had to redeem the said premises as by said Pettingills Deed of equity to said debtor dated the third day of May 1839, Recorded in Merrimack Records Vol 57 Page 283, and on the same day I left at the usual place of abode of said debtor a notice in writing, that the said right in equity would be sold at Public Auction, on the premises, on Monday the 7th day of December then next to wit, the 7th day of December 1846, at eleven of the clock in the forenoon and posted up like notices at the Concord Post Office and at the Inn of John Gage, two of the most public places in said Town of Concord in which the said property is situate and on the said seventh day of December A D. 1846 I sold the said right in equity at the time and place appointed as aforesaid at Public Auction to Lewis Downing he being the highest bidder for the sum of two hundred and fifty dollars and made and delivered to him a Deed of said right in equity in the form prescribed by law, And I have applied the said sum of two hundred and fifty dollars after deducting my fees and charges of said sale in part satisfaction of this Execution to wit, the sum of two hundred forty two dollars and sixty cent

Richard Pinkham Sheriff

Fees		
Service		23
Notice to Debtor		1,00
Travel		,05
Poundage		1,81
Advertising		1,50
Ascertaining incumbrance		1,00
Selling		1,50
Clerks fee		25
		$7.34

We the subscribers having carefully examined a tract of land with the buildings thereon shewn to us as the estate of the within named debtor, bounded as follows lying on the easterly side of Green Street in Concord in the County of Merrimack & State of New Hampshire, beginning at a post at the north westerly corner of said Street and adjoining the land of Charles Flanders, thence easterly bounded on the said Flanders Land about one hundred & fifty five feet to a post on the corner of land owned or occupied by Wm Fisk, thence Southerly on said Fisks line forty feet to a post, thence westerly by land of Joseph Eastman & Charles Walters, one hundred & fifty five feet to a Stone post on Green Street, thence on the east line of Green Street forty feet to the bound first mentioned & appraised the same at its just value including the buildings thereon, do upon our oaths say that the same tract of land & buildings thereon is of the value of Three hundred & ten dollars & fifty three cents & no more, and we have set off the same land by metes & bounds as aforesaid in full satisfaction of the within execution, including costs & interest to this day January 13th 1847

Appraisers fees, 3.50 paid by Sheriff

William Kent
Elisha Morrill
M Gilman Jr
} Appraisers

340

Continued

Merrimack ss January 13th 1847 By direction of Lewis Downing and Theodore French they claiming to be the Creditors in interest in the above execution to which this my return is annexed, I have extended the seized execution upon the tract of land and buildings thereon above described in manner following to wit, on the fifth day of November A D 1846 I caused two appraisers to be appointed to wit, William Kent by the above named Creditors in interest and Mitchel Gilmore by myself both discreet and disinterested men resident in said County who were on the same day duly sworn by a Justice of the Peace impartially to appraise at its just value such real estate as should be shown them as the estate of the within named debtor, and on the same day I left at the usual place of abode of the said debtor, a notice in writing, that I had commenced said levy and Requested him to appoint an appraiser on his part to set off the same according to law, and the said Debtor having neglected ~~to do so~~ and refused to appoint an appraiser on his part, on the 13th day of January A D 1847 I appointed Elisha Merrill and appraiser for said debtor he being a discreet and disinterested man resident in said County of Merrimack, who was on the same day duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown him as the estate of the within named debtor, and the said William Kent, Mitchel Gilmore and Elisha Merrill, upon their oaths said that the above described tract of land and buildings thereon shown to them as the estate of the said debtor was of the value of three hundred ten dollars and fifty three cents and no more, and the said appraisers set off the said land by metes and bounds as aforesaid at that sum in full satisfaction of said Execution and my fees and charges & interest thereon and I have delivered seizin and possession of the said tract of land to the said Downing & French (Creditors in interest) & thereon return this Execution satisfied in full

Richard Pinkham Sheriff

Fees, Service	25
Travel	,08
Notifying debtor	1,00
Notifying Appraisers	1,00
Poundage	1,49
Justice fee	25
Attending & recording appr	2,50
Delivering seizin & possession	1,00
Rd Recorder	2,00
" Appraisers	3,50
	$ 13,02

Merrimack ss January 13th 1847 we have this day received seizin and possession of the above described tract of land by Richard Pinkham Sheriff

Lewis Downing
Theodore French

Merrimack ss January 13th 1847 Received of Richard Pinkham Sheriff three hundred seven dollars and thirty three cents it being the amount collected by him as above in part satisfaction of this execution

Lewis Downing
Theodore French

Received and Recorded January 13, 1847

Examined R. C. Leavitt
Register

Joseph A Gilmore & al vs Amos B Currier & al March T. 1847

15.1400
6.63
15.2063
17
Writ 15.23

The State of New Hampshire

Merrimack ss

To the Sheriff of any County or his deputy

Whereas Joseph A Gilmore of Concord in said County and Asahel Clapp of Boston in the County of Suffolk and Commonwealth of Massachusetts Gentlemen and Partners jointly negotiating in business under the firm & style of Gilmore & Clapp by the Consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the second Tuesday of October Anno Domini 1826 recovered Judgment against Amos B Currier and Oscar Knop both of said Concord Gentlemen and also against said Currier & Knop as Partners jointly negotiating in business under the firm & style of Currier & Knop for the Sum of fifteen hundred, forfeiture dollars and costs taxed at six dollars sixty three cents; as appears of record whereof execution remains to be done

We Command you therefore that of the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor the aforesaid Sums with lawful interest thereon and seventeen Cents more for this writ, and your own fees

And make return of this writ, with your doings thereon to said Court to be holden at Concord in said County upon the fourth Tuesday of March next

Witness Joel Parker Esquire, the 29th day of October, Anno Domini 1826

N. B. Baker Clerk

Judgment renewed Oct 23. 1846

Merrimack ss November 6th 1846, I then took all the right in equity of the within named Amos B. Currier to redeem the hereinafter described tract or parcels of land situate in Concord in the County of Merrimack and State of New Hampshire bounded as follows viz easterly by Main Street southerly by land of Philip Brown, westerly by land of John Pettengill and northerly by land of Nathaniel Evans with all the buildings and appurtenances thereto belonging. Also another tract or piece of land with the buildings thereon situate in Concord aforesaid bounded northerly by Fayette Street easterly by State Street, southerly by land owned or formerly owned by Joseph Low and others, and westerly by land owned or formerly owned by Hall & Bingin it being the homestead place of the said Amos B Currier, the first described tract of land being subject to a mortgage made by the said Currier to one Joseph Low dated the 9th day of October 1841, to secure the payment of a promissory note bearing even date with said Mortgage payable to said Low or order in manner following two hundred dollars on or before the first day of January 1842 & $800.00 in one year from the date thereof with interest annually and also the same premises were mortgaged to Stephen D Swett by the said A. B. Currier by his mortgage deed dated March 3d 1846 to secure the payment of a note made payable to the Merrimack County Bank for six hundred dollars on demand and interest after sixty days, dated January 26th 1846 signed by Currier & Knop A. B. Currier, Oscar Knop as principal and Micah Tubbs and Stephen D Swett as Sureties. and the second described tract of land being subject to a Mortgage made by the within named Amos B Currier to one Thomas D Merrill dated the twentieth day of May 1846 to secure the payment of a promissory note signed by said Currier payable to said Merrill bearing even date with said mortgage for the Sum of one thousand dollars on demand and interest annually, and on the same day I gave the said Amos B Currier a notice in writing that the said right in equity would be sold at public Auction at the Store of James B Currier in Concord in said County on Monday the 7th day of December then next to wit, the 7th day of December 1846. at two

342

248

Continued

of the Clock in the afternoon and posted up like notices at the Post office in said Concord and at the Inn of John Gage, two of the most public places in said Town of Concord in which said property is situate and on the said seventh day of December A D 1846. I sold the said right in equity at the time and place appointed as aforesaid at Public Auction to Jeremiah Noyes he being the highest bidder for the sum of one thousand dollars, and made and delivered to him a deed of said right in equity in the form prescribed by law, and I have applied the said sum of one thousand dollars after deducting my fees and the charges of said sale in part satisfaction of this execution to wit, the sum of nine hundred eighty five dollars and twenty two cents

Richard Pinkhams Sheriff

Fees	Service	2 8
	Travel	0 5
	Poundage	17.5
	Notifying Debtors	50
	Advertising	1,50
	Selling	2,00
	Ascertaining incumbrances	1,00
	Clerks fees	25
	Deed	50
	Pd Register for Recording	2,00
		$14,78

Merrimack ss December 16th 1846 I have applied the sum of five hundred fifty one dollars and seventy five Cents in full satisfaction of this execution the interest thereon up to the above date and my fees on the same it being a part of the net Proceeds of the sale of the personal property of the within named debtors which was referred to upon the original writ in this suit, and which was examined and sold as will appear by my return upon an original writ in favor of William Low against the within named debtors, Returnable to the Court of Common Pleas in & for said County of Merrimack October Term 1846 and by me returned and is now of Record there in the office of the Clerk of said Court where reference to the same may be had

Fees, Poundage 2,74

Richard Pinkhams Sheriff

Merrimack ss December 16th 1846 Received of Richard Pinkham Sheriff of said County the sum of fifteen hundred thirty four dollars and twenty three Cents in full satisfaction of this the above execution & the interest thereon up to date

Gilmore & Clapp
By Atty Pierce & Minot

Received & Recorded January 16, 1847

Examined T. T. Leavitt
Register

Ex on James W Haseltine vs Rodney Houston March S. 1847

30,98
10.20
4 4.18
17

The State of New Hampshire

Merrimack ss

To the Sheriff of any County or his deputy

Whereas James W Haseltine of Fremis town in the County of Hillsborough Esquire by the Consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack, on the second Tuesday of October Anno Domini 1846 Recovered judgment against Rodney Houston late of Bradford in said County of Merrimack Cabinet Maker for the sum of thirty dollars and ninety three Cents, and Costs taxed at thirteen dollars twenty Cents as appears of record whereof execution remains to be done

We Command you therefore that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid sums, with lawful interest thereon and seventeen Cents more for this writ, and your own fees, and in default to arrest the said debtor and commit him to jail and the keeper of such jail is required to detain him in Custody until he pay the same with your fees or until he is discharged by the creditor or otherwise according to law

And make return of this writ with your doings thereon to said Court to be holden at Concord in said County upon the fourth Tuesday of March next

Witness Joel Parker, Esquire, the 28th day of October Anno Domini 1846

N. D. Baker Clerk

Judgment rendered Oct 28. 1846

Merrimack ss November 20, 1846 Then Moses D Wadley, Hiram Davis and Jason H Ames personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me Weare Tappan Justice of the Peace

We the subscribers having carefully examined a piece of land with part of the buildings thereon lying and situate in Bradford in said County of Merrimack shown to us as the estate of the within named debtor, bounded and described as follows, Beginning at a stake and stones on the southerly side of the post road leading from the Mill Village to Bradford Corner and at the northwesterly corner of land set off on execution in favor of Daniel S Gilmen against said Houston, thence running south twenty six degrees east two rods and seventeen links to stake and stones, thence north sixty degrees west one rods and twelve links to the south edge of the Casing on the south side of the outward door on the east end of the main dwelling house, thence westerly by the south side of the entry and stone way about fourteen and one half feet to the easterly side of the bedroom which was set off on execution to said Gilmen, thence northerly and westerly around the bedroom and closet about six and one half feet to the centre of the chimney on the south side thence northerly through the centre of the Chimney to the front entry, thence easterly on the southerly side of the entry to the southeast corner of the same, thence northerly on the east side of the entry to the outside of the dwelling house, thence north about twenty eight degrees by land set off to Weare Tappan on execution against said Houston one rod and fourteen links to the road or highway above mentioned and stake and stones, thence easterly by said post road about two and one fourth rods to the place of beginning containing about six square rods of land with the part of buildings on the same, and the privileges and appurtenances thereto belonging said premises being bounded easterly and southerly by premises set off on execution to said Gilmen and, westerly by premises set off to said Tappan and excluding what is comprehended in said Gilmen and Tappans levies, and appraised the same at its just value, on upon our oaths say that the same land with a part of buildings thereon as aforesaid is of the value of fifty two dollars and forty

344

B45

Continued

eight Cents and no mere, and we have set off the same land and premises by metes and bounds as aforesaid in full satisfaction of the within execution and costs of levying the same

November 21. 1846

Moses, D, Wadley
Hiram Davis
Jason H Ames

Merrimack Co November 21st 1846 By direction of the Creditor within named I have extended this execution upon the land and buildings above described in manner following, to wit, I caused three appraisers to be appointed ~~by the~~ that is to say Moses D Wadley appointed by myself Hiram Davis appointed by the Creditor and Jason H Ames appointed by me for the debtor, the said debtor not residing within this County, nor with twenty miles of the property to be appraised the said Moses. D Wadley, Hiram Davis, and Jason. H. Ames being all disinterested and disinterested men, resident in the County, who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the said debtor upon their oaths said that the above described real estate shown them as the estate of the ~~within~~ said debtor was of the value of fifty two dollars and forty eight Cents and no more, and the said appraisers set off the same land by metes and bounds as aforesaid, at that sum in satisfaction of this execution and my fees, and I have delivered seisin and possession of the said tracts of land to the said Creditor, Therefore return this Execution satisfied in full

George Jones Dep Sheriff

Fees Service ,28
Travel ,05
Poundage & ,33
Charges Paid Justice $1
" Appraisers 3,00
Surveyor 1,00
Recording 1,00
D. 8,15

Merrimack Co, November 21st 1846 I this day received seisin and possession of the above described real Estate by George Jones Dep Sheriff

Received & Recorded January 19, 1847 Examined R. J. Leeuitt
Register

Benjamin Fowler vs. Isaac Haines and Thomas Haines Oct T 1846

New Execution issued same date as one lost

The State of New Hampshire

Merrimack ss

To the Sheriff of any County or his Deputy

Whereas Benjamin Fowler of Pembroke in said County Yeoman By the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the second Tuesday October Anno Domini 1846. Recovered Judgment against Isaac Haines and Thomas Haines both of Concord in said County Yeomen, for the sum of sixty five dollars and fifty four cents and cost taxed at six dollars and sixty three cents as appears of Record. Whereof Execution remains to be done

65.54
6.63
72.17

We command you therefore that of the goods chattels or lands of the said debtor in your precinct you cause to be levied to the said creditor the aforesaid sums with lawful interest thereon and seventeen cents more for this writ, and your own fees and make return of this writ with your doings thereon, to said Court to be holden at Concord in said County upon the fourth Tuesday of March next — Witness Joel Parker Esquire the 29th day of October Anno Domini 1846.

N. B. Baker Clerk

Judgment Rendered October 23, 1846

Merrimack ss. November 18, 1846. Then John Richardson personally appeared and made oath that he would on his part impartially appraise at its just value such real estate as should be shown to him as the estate of the within named debtors to satisfy this execution — Before me

Richard Pinkham Justice of the Peace

Merrimack ss January 6, 1847 Then Nathaniel B. Baker personally appeared and made oath, that he would impartially appraise at its just value, such real estate as should be shown him, as the estate of the within named debtor to satisfy this execution

Before me S. G. Badger Jus Peace

Merrimack January 6, 1847 Then ~~Stephen~~ Stephen G Badger personally appeared and made oath that he would impartially appraise at its just value such real estate as should be shown him as the estate of the within named debtor, to satisfy this execution

Before me R. F. Leavitt Justice of the Peace

We the subscribers having carefully examined a tract of land shown to us as the estate of the within named debtor bounded as follows Beginning at a Stake on the Portsmouth Turnpike Road, thence North forty two degrees East forty rods to a Stake, thence sixty degrees East six rods to a Stake, thence South eighteen degrees West thirty three rods eighteen links to a Stake, thence South thirty degrees West by the Pond twelve rods and nine links to a Stake by the road near the Blacksmiths Shop, thence North sixty seven degrees West eighteen rods to a Stake, thence North fifty seven degrees West eleven rods to a Stake, thence Northerly four rods to the place of beginning containing five acres, and appraised the same at its just value do upon our oaths say that the same tract of land excepting the new parts of the dwelling house, and the Blacksmith shop, is of the

346

Continued

value of forty five dollars and no more, and we have set off the same land by mites and bounds as aforesaid in part satisfaction of the within execution reserving said buildings as aforesaid,
Jany 6, 1847

S. C. Badger
John Richardson
Nathl B Baker

Merrimack ss January 6, 1847

By direction of the within named creditor's attorney I have attended this execution upon the tract of land above described in manner following, to wit, I caused three appraisers to be appointed, that is to say, John Richardson appointed by myself, Stephen C Badger appointed by Asa Fowler creditors Attorney and Nathaniel B Baker appointed by me for the said debtors, they having been notified and requested to appoint an appraiser on their part, and having neglected to appoint any the said John Richardson Stephen C. Badger and Nathaniel B. Baker all being discreet and disinterested men resident in said county each being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the within named debtors upon their oaths said that the above described tract of land shown them as the estate of the said debtors, was of the value of forty five dollars and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this execution and I have delivered seizen and possession of the said tract of land to the said creditor I therefore return this execution satisfied in part only, to wit, the sum of forty three dollars and forty five cents after deducting my fees and no more

Richard Pinkham Sheriff

Fees Severe	23
Travel	26
Poundage	1,12
Notifying debtors	1,00
Notifying appraisers	1,00
Justice fees	25
Paid appraisers & Surveyor	3,75
My time with appraisers	3,00
Paid Riordan	1.00
	$ 11.55

Merrimack ss March 23, 1847

I this day received seizen and possession of the above described tract of land of Richard Pinkham late Sheriff of Merrimack County. Benjamin Fowler
By Asa Fowler Atty

Received and Recorded March 24 1847.
Examined N T Leavitt Register

Cyrus Adams &c vs John S Russell &al May T. 1847

The State of New Hampshire

Grafton ss To the Sheriff of any County in this State or his Deputy or any Constable duly qualified

Whereas Cyrus Adams of Grafton in our said County Esquire and Waller P Flanders of New London in our County of Merrimack, Attorney at Law, Administrators of the goods & estate which were of Daniel Stevens late of Danbury in said County of Grafton Gentleman, intestate at the time of his decease by the Consideration of our Justices of our Court of Common Pleas holden at Plymouth in the Eastern Judicial District of said County of Grafton on the third Tuesday of November Anno Domini 1846, recovered Judgment against John S Russell of Hollister in the County of Middlesex and Commonwealth of Massachusetts Cordwainer, and Edmund Buskell of Wilmot in our said County of Merrimack Yeoman, for the sum of one hundred thirty dollars and two cents and costs taxed at fourteen dollars and thirty eight cents as appears of Record: whereof Execution remains to be done

130.02
14.38
144.40
17

We Command you therefore that of the goods, chattels or lands of the said debtors in your precinct you cause to be levied and paid to the said Creditors the aforesaid sums with lawful interest thereon, and seventeen cents more for this writ and your own fees, and in default thereof to arrest the said debtors and Commit them to jail; and the keeper of such jail is required to detain them in Custody until they pay the same with your fees, or until they are discharged by the Creditors or otherwise according to law

And make return of this writ, with your doings thereon to said Court to be holden at Plymouth in said County of Grafton upon the second Tuesday of May next.

Witness Joel Parker Esquire the 30th day of November Anno Domini eighteen hundred and forty six

N.B. Fellow Clerk

December 14, 1846, Received of the within named Edward Russell the sum of six dollars and eighty two cents in part of the within execution

Waller P Flanders for the within named Administrators "

Merrimack ss December 15th A D. 1846 Then Jonathan R Adelison, Joseph G Hewick and Seth F Sargent personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of John S Russell one of the within named debtors to satisfy this execution

Before me Daniel E Colby Just Peace

We the Subscribers have carefully examined a piece of land shown to us as the estate of John S Russell one of the within named debtors (being a part of lot No 67. formerly of New Chester, and bounded as follows, beginning at the westerly point of said lot, thence easterly on Danbury line to land of Jonathan & John P Beem, thence southerly on said Beems land to land of Joseph H Brown thence westerly on land of Joseph H Brown & Deliverance Brown to the first bounds at, estimated at sixteen acres more or less, being the same land deeded to Rufus Russell by Daniel Stevens late of Danbury deceased and redeemed by Rufus Russell to John S Russell) and appraised the same at its just value, & we do upon our oaths say that the same land is of the value of one hundred and fifty dollars and no more, and we have set off the same land by metes and bounds as aforesaid in satisfaction of the within execution

December 15th 1846

Jonathan R. Adelison
Joseph G. Hewick
Seth F. Sargent

348

Continued

Mecumenck Co December 15th A. 1846 By direction of the Administrators within named I have executed this execution upon the tract of land above described in manner following, to wit: I caused three appraisers to be appointed, that is to say Jonathan R Adcock by the Administrators within named and Joseph C Hench appointed by me for the said John S Buswell the said John S Buswell not residing within this County nor within twenty miles of the property to be appraised and Seth F Sargent by myself, the said Jonathan R Adcock Joseph C Hench and Seth F Sargent being all discreet and disinterested men resident in the County; who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of John S Buswell one of the debtors upon their oaths said they the above described tract of land shown them as the estate of the said John S Buswell was of the value of one hundred and fifty dollars and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees and I have delivered seizen and possession of the said tract of land to the said Administrators, I therefore return this execution satisfied in full

Fees – Two services —— 46
Deed ——— 50
Poundage 2,69
Paid appraisers 3,75
Recorder 1,00
My time & expenses 2,50
For Examining Records 65
$11,55

M E Sargent Dep Sheriff

December 15th 1846. We this day received seizen and possession of the above described tract of land by M. E. Sargent Deputy Sheriff –

Cyrus Adams
Walter P Flanders } Admrs

Received & Recorded March 25, 1847

Examined R V Leavitt
Register

Brown v Sawyer Exon Mar. S. 1847.

The State of New Hampshire.

(L S) Merrimack ss

To the Sheriff of any county or his deputy.

Whereas Moses Brown of Franklin in said County of Merrimack Yeoman. by the consideration of our Justices of our court of Common pleas, holden at Concord, in said county of Merrimack, on the Second Tuesday of October Anno Domini 1846 recovered Judgment against John Sawyer of Lowell in the County of Middlesex and Commonwealth of Massachusetts Yeoman

32.00
12.07
44.07
17
44.24
88 Int
5 03 Tax

for the sum of thirty two dollars and cost taxed at twelve dollars seven cents, as appears of record, whereof execution remains to be done,

We Command you, therefore, that of the goods, Chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor the aforesaid sums, with lawful interest thereon, and seventeen cents for this writ, and your own fees.

And make return of this writ, with your doings thereon, to said Court, to be holden at Concord, in said County upon the fourth Tuesday of March next, Witness Joel Parker, Esquire, the 2nd day of November Anno Domini 1846,

N B Baker Clerk

Judgment rendered Oct. 23. 1846

Merrimack ss November 21st 1846. Then Moses B. Gove personally appeared and made oath that he would impartially appraise at its just value such real estate & the income of the same as should be shewn him as the estate of the within named debtor, to satisfy this execution

Before me Daniel Osgood Justice of the Peace

Merrimack ss February 27th 1847 Then Caleb Merrill & Samuel Judkins personally appeared, and made oath, that they would impartially appraise at its just value such real Estate as should be shewn them & the Yearly value in rent thereof, as the Estate of the within named debtor to satisfy this execution. Before me, Constine S. Pike Jus. of the Peace

We the Subscribers have carefully examined a certain tract of land shewn to us as the estate of the said debtor for the term of the term of his natural life and no longer Situated in Franklin bounded Southerly by the road leading from Franklin Village to Andover Westerly by the road leading by the head of Chance pond Northerly by land of Josiah Sawyer and Easterly by Chance pond, do upon our oaths say that the Estate of the said debtor in the said tract of land is of the value of twenty dollars for one year and no more, and we have set off all the estate of the said debtor therein to the Creditor at that rate per year, until this Execution shall be fully satisfied and the fees and charges of Conveying the same, the Creditor to Commence on the first day of April 1847 to occupy the above described estate

Moses B. Gove
Samuel Judkins

February 27. 1847

Merrimack ss November 21st 1847

By direction of the creditor within named I have extended this execution upon the tract of land above described, in manner following, to wit, I caused one appraiser to be appointed, that is to say, Moses B. Gove, and on the 27th day of February 1847, the said Creditor appointed Caleb Merrill and the said debtor appointed Samuel Judkins the said Moses B. Gove Caleb Merrill and Samuel Judkins, being all

350

Continued

discreet and disinterested men residents in the County
who being duly Sworn by a Justice of the peace impartially to appraise
such Real Estate as should be shewn them. as the Estate of the
debtor upon this oath Said. that the income of the above described
estate was of the value of twenty dollars for one year and no more
and the said appraisers set off the same at that rate, untill this
Execution shall be fully Satisfied and my fees
the Creditor to Commence on the first day of April 1847 to occupy
Said Estate

Daniel Osgood Dep. Shiff

Service	.23
Travel	.15
Poundage	1.10
Appraisers	2.25
Recording &c	3.54
	$ 7.27

March 22 – 1847. I this day received Summ and possession
of the above described tract of land of Daniel Osgood
Dep. Sheriff
Moses Brown

Received & Recorded April 12. 1847
Examined George Jones Register

Ex. of Hawley vs White. Issued Oct 5. 1847 I hereby certify that this Execution was Issued on a Judgement recovered on a bond given according to the provisions of the 149 Chapter of the Rev. Statutes & the within mentioned White was a Surety on such bond

L.W. Gilmore Clerk

The State of New Hampshire.

Sd Sullivan ss

To the Sheriff of any County or his Deputy

Whereas Charles H Hawley of Windsor in the County of Windsor and State of Vermont, Blacksmith, by the consideration of our Justices of Our Court of Common Pleas, holden at Newport, in said County of Sullivan, on the second Tuesday of April A.D. 1847. recovered Judgment against Ami White of Concord in our County of Merrimack Painter — for the sum of Seventy two Dollars and forty five Cents, and Costs taxed at twenty Eight dollars and forty seven cents, as appears of record whereof execution remains to be done —

72,45
28,47
100,92

We command you, therefore, that of the good, Chattels, or land of of the said debtor in Your precinct, You cause to be levied and paid to the said Creditor, the aforesaid Sums, with lawful interest thereon and — cents more for this, writ, and Your own fees.

And make return of this writ, with Your doings thereon, to the said Court, to be holden at Newport, in said County, upon the first Tuesday of October next.

Witness Joel Parker, Esq, the 19th day of April A.D. 1847

Judgment rendered April 17, 1847. L.W. Gilmore Clerk

Merrimack ss June 22, 1847.

I have taken all the right in equity of the within named debtor to redeem a certain tract of land situate in Concord and bounded as follows to wit; begining at a Stake and Stones 7 rods & 12 Links north of the Junction of Pleasant Street & Green Street. thence North 75½ east 5 rods & 7¾ links to a Stake, thence North 23½° west 2 rods & nine Links to a Stake thence north 71° East 2 rods & 20 links to a post thence North 22¼° west 2 rods & five links to a Stake, thence South 78° west 6 rods & 10 links to a Stake on green Street, thence South 2¼° East 5 rods & 4¼ links on Green Street to the place begun at, Containing 29½ Squard rods more or less, the same being subject to a Mortgage made by said debtor to one Edwin W. Buswell dated March 25th 1843 to secure the sum of two hundred dollars and interest, and other Mortgage to Gale & Crockett, Also one other Claim

And on the same day I left at the usual place of abode of said debtor a notice in writing that the said right in Equity would be sold at public auction at the house of Ami White in Concord in said County on the Seventeenth day of June 1847 at two of the oclock in the afternoon and posted up like Notices at the Inn of Wm Walker and at the Inn of A.C Rice two of the most public places in said town of Concord in which said propity is situate; and on the said 17th day of June I adjourned the sale to the 22d. day of June at the place and hour; and then gave notice of said adjournment by posting up Notices thereof at the Inns of daily Wm Walker

352

Continued

& A.C. Pierce being two of the most public places in said Concord and on the 22 day of June I sold the said right in Equity at the time and place appointed as aforesaid at Public Auction to Charles H. Crawley by his agent Albro Blodgett he being the highest bidder for the sum of twenty Dollars and made and delivered to him a deed of said right in equity in the form prescribed by law: And I have applied the said sum of twenty dollars after deducting my fees and charges of sale in part satisfaction of said Execution to wit: ~~to with~~ for the sum of ten dollars & fifty Eight cents and no more

N. A Davis Sheriff

my Fees Service 23
Travel —— 10
Getting Description & Mon Pat 1.00
Advertising Sale 1.00
Adjourning Sale 1.00
Making Sale 1.00
Clerks fee 1.00
Deed & acknowledgmt 1.00
Paid Register &c .34
Poundage — 2.25
Paid for recording &c. 1.00
$9.42

Received & Recorded September 1st 1847
Examined George Jones Register

534
Ex. N.H. Savings Bank vs Geo. W. Ela Perley — et als
Cl Eden Oct. S. 1847.

State of New Hampshire
Merrimack ss

To the Sheriff of any County or his Deputy.

Whereas the New Hampshire Savings Bank in Concord a body politic and Corporate established by ~~law~~ the laws of this State at said Concord, by the Consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack, on the second Tuesday of October Anno Domini 1846 recovered judgment against George W. Ela and Joseph Low Esquires and Robert C. Pecker, Trader, all of Concord in said County,

3554.82
4.69
3559.51
.34

for the sum of three ~~hundred~~ thousand five hundred fifty four dollars eighty two Cents. And Cost taxed at four Dollars sixty nine Cents as appears of record, whereof Execution remains to be done

We Command You, therefore, that of the goods, Chattels, or lands of the said debtor in your precinct, You cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon, and thirty four Cents more for this writ, ~~your~~ and your own fees.

Continued

And make return of this writ with your doings thereon, to said court, to be holden at Concord, in said County, upon the Second Tuesday of October next.

Witness Joel Parker, Esquire, the 13th day August Anno Domini 1847.

N.B. Baker Clerk

Judgment rendered Oct. 25. 1846

Merrimack ss = August 30. 1847. Then John Whipple Stephen C. Badger and Asa Fowler and made oath that they would impartially Appraise at its Just Value such real Estate as Should be Shown them, as the estate of the within Named George W. Ela. to Satisfy the Execution

Before me N. A. Davis Justice of the Peace

We the Subscribers Having Carefully Examined a tract Land Shown to us as the Estate of the within named ~~G. W.~~ George W. Ela bounded as follows, Beginning at the Southeasterly Corner of said tract adjoining Land of Nathaniel Abbot on the westerly side of Main Street in Concord in said County thence Northerly by said Street to Franklin Street, thence westerly by said Franklin Street about four hundred and four feet to land of James Buswell, thence Southerly by said Buswells land and others two hundred and thirty one feet to the South west corner of said tract, thence Easterly on the Southerly line of said lot or tract four hundred & five feet to the place of beginning, and Appraise the same at its Just Value, do upon our oaths Say that the same tract of Land is of the Value of thirty three hundred & fifty dollars and no more; and we have set off the same Land by Meets and bounds as aforesaid in part Satisfaction of the within Execution

August 30. 1847.

John Whipple
S. C. Badger
Asa Fowler

Merrimack ss August 30. 1847

By direction of the ~~within~~ named Creditor within named I have extended this Execution upon the tract of land above described in manner following, to wit, I caused three appraisers to be appointed that is to say John Whipple by the Creditor within named and Stephen C. Badger by the debtor within named and Asa Fowler by myself, the said John Whipple by the ~~Creditor~~ Stephen C Badger & Asa Fowler being all disinterested men resident in the County who being duly Sworn by a Justice of the Peace impartially to appraise such real Estate as ~~was~~ should be shown them as the estate of the debtor upon their oaths said that the above described tract of land, shown them as the Estate of said debtor, was of the value of Thirty three ~~dollars~~ hundred ~~dollars~~ & fifty dollars and no more; and the said appraisers set off the same land by Meets and bounds as ~~aforesaid~~ aforesaid at that sum in part Satisfaction of this Execution and my fees, and I have delivered Seizin and possession of the said tract of land to the said Creditor & thereupon return this Execution Satisfied in part to wit for the sum of thirty three hundred fifteen dollars and Seventy nine cents being the residue of said Thirty three hundred and

354

fifty dollars the value of said land after deduction my fees and charges and no more

N. A. Davis Sheriff

Fees	Service	.23
	Travel	.05
	Notifying parties	1.00
	Justice fee	.37
	Paid Appraisors	7.50
	My time	2.00
	Poundage	21.92
	Paid Recorder	1.00
		34.21

Merrimack ss August 31, 1847 I this day Received seizin and possession of the above described tract of land by N. A. Davis Sheriff

The New Hampshire Savings Bank In Concord By Saml. Morrill Treasurer

Received & Recorded September 1, 1847

Examined George Jones Register

Flanders v. Folsom. Hab. Fac. Mear. T., 1848.

Rachel Flanders vs. Peter Folsom. March Term, 1848.

(L.S.) The State of New-Hampshire,
Merrimack ss,
or his Deputy. To the Sheriff of any county of this State,

Whereas, Rachel Flanders of Dorchester, in our county of Grafton, widow, formerly wife of Ezekiel Flanders, late of said Dorchester, deceased, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack, on the second Tuesday of October, Anno Domini, 1847, recovered judgment against Peter Folsom of Boscawen, in said county of Merrimack, Yeoman, for Seizin of such part of a certain tract of land situate in Boscawen aforesaid, bounded and described as follows, to wit; beginning at the east corner of said land, on Water Street, so called, adjoining land now or formerly owned by one Daniel Pillsbury, thence running westerly to a stake & stones on the range road, so called; thence northerly on said range road, to a stake and stones, to land now or formerly owned by one John Elliott; thence easterly, on the south side of said Elliotts said land, to Water Street aforesaid; thence southerly, on said Water street, to the bound first mentioned; containing about Ninety acres, more or less; excepting ten acres by measure off the northwest corner of said land now or formerly occupied by one James Fellows, and also the road leading from Corser Hill, so called, to Salisbury South Meeting House; with the appurtenances as will produce a yearly income equal to one third part of the yearly income thereof on the 16th day of March, A.D., 1811, & also for damages for detention of one third part as aforesaid, since demand thereof, for Twenty-five Dollars, and costs, taxed at Fifteen Dollars, ninety-eight cents, as appears of record; We command you, therefore, that without delay you cause said Flanders to have possession of said premises; We also command you that of the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to said creditor the aforesaid sum with lawful interest thereon, and 40 cents more for this writ, and your own fees, and in default thereof to arrest the said debtor and commit him to jail; and the Keeper of the jail is required to detain him in custody until he pay the same, with your fees, or until he is discharged by the creditor, or otherwise, according to law.

25.00
15.98
40.98
.40
41.38

And make return of this writ, with your doings therein, unto said Court, to be holden at Concord, in said county, upon the Fourth Tuesday of March next.

Witness, Joel Parker, Esquire, the 22nd day of October, Anno Domini, 1847.

N. B. Baker, Clerk.

Merrimack ss. December 6, 1847. Personally appeared Parland Call, Benjamin T. Kimball and Nathan Smith, and made oath that they would set off to said Rachel Flanders within named, her dower in the within described estate equally and impartially, and as conveinent as may be to the respective parties.

Before me,

Abraham Bean, Justice of the Peace.

356

Continued.

We. the Subscribers. having carefully examined the within described estate. do. upon our oaths. say that the following tract of land. or parcel of said estate. namely. beginning at the southeast corner of said estate. thence northerly. seventeen rods on the road. to a stake & stones; thence westerly. carrying equal width. to the Mutton road. so called; thence southerly. seventeen rods. to the south line; thence easterly. on said south line. to the first mentioned bound; thence beginning on the west side of ~~said~~ Mutton road. so called. on the south line of said lot. thence northerly. on said road. eleven rods & one third. to stake and stone; thence westerly. parallel with the south line. to the west line of said lot; thence southerly. on said west line. to the southwest corner of said lot; thence easterly. on the south line of said lot. to the first mentioned bound. on the road. Also. the southeast stable in the barn. except what is occupied as horse stables. and the scaffold in the south east corner of said barn. and the head scaffold over the floor. and ten feet on south end of the west scaffold. and a privilege in the floor. and of the walk to the southeast stable; Also. the ~~southeast~~ west room. and the chamber over it in the house. and a privilege to go to and from the same. a privilege in the cellar. and to go to and from the same. provided not to occupy more than one third part; Also. a privilege to the well. and to go to & from; and a privilege in the east end of the barn yard. not to exceed one third as now fenced; reserving a right to the private road from the buildings to the publick road for the use and benefit of the remainder part of the estate by keeping a gate in repair at the public road; will produce a yearly income equal to one third part of the yearly income of the estate within described. on the sixteenth day of March. eighteen hundred and eleven. and no more; and we do accordingly set off the said tract of land. to said Rachel Flanders. as her dower in said estate.

Boscawen. Dec. 6th. 1847.

Garland Caleff
Benjamin I. Kimball,
Nathan Smith.

Merrimack ss. Dec. 6th. 1847. I have caused the tracts of land in the above certificate described. with the rights and privileges. and subject to the reservations therein mentioned. to be set off and assigned to the within named Rachel Flanders. as her dower in the estate within described. in manner following. to wit; I caused three discreet and disinterested men of the neighborhood of said premises. resident in said county. to be appointed. to wit; Nathan Smith by said Rachel Flanders. by her Attorney duly appointed. Charles D. Blake. and Benjamin I. Kimball by said Peter Folsom. and Garland Caleff by myself; who being sworn before me. a Justice of the Peace. equally and impartially and conveniently as might be to the parties. to set off to the said Rachel Flanders. her dower in the within described estate. upon their oaths said that the ~~within~~ said tracts of land. with the privileges and rights. and subject to the reservations above mentioned. would produce a yearly income equal to one third part of the yearly income of the real estate within described. on the Sixteenth day of March. A. D. 1811. and no more; and they ac-

over

Continued.

cordingly Set off the Same as above mentioned, to the said Rachel Flanders, as her dower in the said within mentioned estate; and I have caused the said Rachel Flanders to have full seizin and possession of the Same, as tenant in dower. And I have received of the within mentioned Peter Folsom, the damages and costs within mentioned, and my fees.

Fees.	Service.	.23
	Travel,	.80
	Justice Fees,	.50
	Appraiser Fees,	3.00
	Surveyors Fees,	.75
Extra Services and Poundage,		4.00
Paid one dollar for recording Sett of Fees,		9.28
		1.00
		10,28

Abraham Bean, Deputy Sheriff.

Received and Recorded Decr 11, 1847,
Examined,

George Jones, Register.

Joshua B. Holman vs. Silas B. Holman, March Term. 1848.

(39) H. Chase. Holman v. Holman. Expon., Mar. 1., 1848.

The State of New-Hampshire.

L. S. Merrimack ss.

To the Sheriff of any county, or his Deputy.

Whereas, Joshua B. Holman of Boston, in the county of Suffolk, and Commonwealth of Massachusetts, Merchant, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said county of Merrimack, on the second Tuesday of October, Anno Domini, 1847, recovered judgment against Silas B. Holman of Hopkinton, in said county, Trader, for the sum of One Hundred and Thirty-two Dollars, and costs, taxed at Thirteen Dollars forty cents, as appears of record, whereof execution remains to be done;

132.00
13.40
145.40
.17

we command you, therefore, that of the goods, chattels, or lands, of the said debtor, in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon, and seventeen cents more for this writ, and your own fees.

And make return of this writ, with your doings thereon, to said Court, to be holden at Concord, in said county, upon the Fourth Tuesday of March next.

Witness, Joel Parker, Esquire, the 22d day of October, Anno Domini, 1847.

N. D. Baker, Clerk.

Judgment rendered Oct. 20. 1847.

State of New-Hampshire, Merrimack ss. November 16th, 1847.

Then Amos Kelley, Trueworthy Gilman, and Calvin Hartshorn personally appeared, and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor, to satisfy the within execution. Before me.

Horace Chase, Justice of the Peace.

We, the Subscribers, having carefully examined two several tracts of land, one tract situated in Hopkinton, in the county of Merrimack, on the southerly side of the road leading from Hopkinton village to Concord, bounded and described as follows; Beginning at said road, at a stake and stones by land of Stephen Kelley, thence southerly, by said Kelley's land, thirty nine rods and ten links, to land of Benjamin Rollins; thence westerly, by said Rollins' land, ten rods, to an angle in the wall; thence northerly, by said Rollins' land, thirty-nine rods twenty links, to said road; thence easterly, by said road, ten rods, to the place of beginning.

The other tract situated in said Hopkinton, on the northerly side of said road, with buildings thereon, bounded and described as follows; Beginning at said road, by land of Phebe Morse, thence northerly, by land of said Phebe Morse, seven rods and four links, to land of Nathaniel Colby; thence easterly, by said Colby's land, eight rods, to a stake and stones; thence southerly, by said Colby's land, seven rods and two links, to said road; thence westerly, by said road, eight rods and four links, to the place of beginning; shown to us as the estate of said debtor; the said debtor holding the one undivided fifth part of said tracts in common with others, do upon our oaths, say, that the one undivided fifth part of said two tracts of land is of the value of Eighty Dollars, and no more. And we have set off said one undivided fifth part of said two tracts of land to the said creditor, in part

Continued.

Continued.

satisfaction of this execution, and the fees and charges for levying the same.

Amos Kelley,
Trueworthy Gilman,
Calvin Hartshorn.

Merrimack ss. November 16th. 1847. By direction of the Creditor within named, I have extended this execution upon the one undivided fifth part of the two several tracts of land above described, in manner following, to wit: I caused three appraisers to be appointed, ~~&~~ that is to say, Amos Kelley by the Creditor within named, Trueworthy Gilman by myself, and Calvin Hartshorn by me ~~&~~ for the debtor within named, the said debtor not residing within said county of Merrimack, nor within twenty miles of the property to be appraised; being all discreet and disinterested men resident in said county, who, being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shewn them as the estate of said debtor, upon their oaths said, that the one undivided fifth part of the above described tracts of land, shewn them as the estate of said debtor, was of the value of Eighty Dollars, and no more; And the said appraisers set off the ~~same~~ one undivided fifth part of said tracts of land, at that sum, in part satisfaction of this execution, and my fees. And I have delivered seizen and possession of the one undivided fifth part of said tracts of land to the said Creditor. I therefore return this execution satisfied in part, to wit, for the sum of Seventy Dollars and Thirtyone cents, and no more.

Andrew Leach, D. Sheriff.

Fees.	Service.	.23
	Travel.	.25
	Attendance,	1.00
	Poundage,	2.96
	Appraisers,	3.00
	Appraisers' Return,	1.00
	Recording,	1.00
	Justice Fee,	.25
		9.69

November 16th, 1847, I have this day received seizen and possession of the ~~me~~ undivided fifth part of the tracts of land above described, by
Andrew Leach, Deputy Sheriff.
Horace Chase, Atty. for Creditor.

Received and Recorded Feby. 22, 1848.
Examined,
George Jones, Register.

360

Joseph V. Bacon vs. Robert H. Sherburne. March Term. 1848.

225/2 Perley. Bacon v. Sherburne. Expon. Mar. T., 1848.

Jan. 28. 1848. Recd of N. A. Davis. Sheriff. Seisin and possession of the premises set off on this Execution. S. Perley. Pfts. Attorney.

$39.58
12.93
$52.51
17

L. S. The State of New Hampshire.

Merrimack ss.

To the Sheriff of any county, or his Deputy;

Whereas, Joseph V. Bacon of Boston in the county of Suffolk, and Commonwealth of Massachusetts, Gentleman, by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack, on the second Tuesday of October, anno Domini, 1847, recovered judgment against Robert H. Sherburne, of said Boston, Trader, for the sum of Five Hundred & Thirtynine Dollars, fifty eight cents, and costs, taxed at Twelve Dollars ninety-three cents; as appears of record, whereof execution remains to be done.

We command you, therefore, that of the goods, chattels, or lands of the said debtor, in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon, and seventeen cents more for this writ, and your own fees.

And make return of this writ, with your doings thereon, to said Court, to be holden at Concord, in said county, upon the Fourth Tuesday of March next.

Witness, Joel Parker, Esquire, the 22d day of October, anno Domini, 1847.

N. B. Baker, Clerk.

Judgment rendered Oct. 20. 1847.

Merrimack ss. Nov. 19. 1847. Then Nathaniel B. Baker personally appeared, & made oath that he would impartially appraise at its just value such real estate as should be shewn to him as the estate of the within named debtor, to satisfy this Execution. Before me.

N. A. Davis, Justice of the Peace.

Merrimack ss. Nov. 27. 1847. Then Samuel Coffin and Stephen C. Badger personally appeared, & made oath that they would impartially appraise at its just value, such real estate as should be shewn to them as the estate of the within named debtor, to satisfy this Execution. Before me,

Asa Fowler, Justice of the Peace.

We, the subscribers, having carefully examined a lot of land situate in Concord, in said county, bounded southerly by land belonging to the estate of Hugh Moore, late of said Concord, deceased, there measuring ninety-two feet, and one third; westerly on land of David Allison, there measuring 66 feet; northerly by Washington Street, there measuring 42 feet; easterly on land of Ezra Carter, measuring 42 feet; northerly on land of said Carter, there measuring 175 feet, to Main street; and easterly, on said Main street, there measuring 34 feet; with the buildings standing thereon.

Reserving the recess under the barn, and the passage across the southwest corner of the garden, and the barn, to Washington street, together with the barn; which are to be used in common with the heirs of the estate of said Hugh Moore; shown as the estate of the said debtor, do, upon our oaths, say, that in our judgment, the said real estate cannot be divided, and set out by metes and bounds, without greatly impairing the value of the whole; and that nine twenty fifth parts of said estate is of the value of Five Hundred and Seventy five Dollars and eighty four cents, and no more; and we have, therefore, set off to the creditor aforesaid nine twenty fifth parts of said lot and buildings, in full satisfaction of

(Continued.)

Continued.

this Epecution, and the fees and charges of levying the same.
Nov. 27. 1847.

Stephen C. Badger,
Sam[l] Coffin,
N. B. Baker,

Merrimack ss. Nov. 27. 1847. By directions of the creditor within named, I have extended this Epecution upon the nine twenty fifth parts of land above described, in manner following, to wit; I caused three appraisers to be appointed, that is to say, Samuel Coffin by the creditor within named, Steven C. Badger by the debtor within named, and Nath[l] B. Baker by myself; the said Samuel Coffin, S. C. Badger and Nath[l] B. Baker being all discreet and disinterested men, resident in the County; who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor; upon their oaths, said, that the above described tract of land, shown them as the estate of said debtor, was of the value of Five Hundred and Seventy-five Dollars, & eighty four cents, and no more; and the said appraisers set off the same land by metes and bounds, as aforesaid, at that sum, in satisfaction of this epecution, and my fees. And I have delivered seizen and possession of the said tract of land, and buildings theron, to the said creditor. I therefore return this Epecution satisfied in full.

Fees.		
	Service,	.23
	Travel,	5
	Foundage,	5.42
	Justice Fees,	.34
Paid Appraisers,		6.50
	Surveyor,	1.00
Notifying Appraisers,		2.00
Attending with Do.,		1.00
Paid Recorder,		1.00

N. A. Davis, Sheriff.

Received and Recorded March 28, 1848.
Examined,

George Jones, Register.

362

75 Fowler
Bartlett v Goodhue
Writ of Dower
Oct. T. 1848

1848. May 5. Rec'd of Robert H. Hall, Deputy Sheriff, seventy nine dollars and thirty seven cents in full of the within damages & costs
Polly Bartlett
By Asa Fowler

The State of New Hampshire

Merrimack ss.

(25)

To the Sheriff of any County of this State, or his Deputy.

Whereas, Polly Bartlett of Pembroke in said county, widow who was the wife of Benjamin C. Bartlett, late of Epsom in said County deceased, by the consideration of our Justices of our Court of common Pleas, holden at Concord in said county of Merrimack, on the fourth Tuesday of March Anno Domini, 1848 - recovered judgement against William G. Goodhue of said Epsom, Yeoman for seizin of such part of a tract of land in said Epsom being part of lots # No 3 & 4 in the first range bounded as follows beginning at the easterly end of said lots on Deerfield line and running northwesterly, as said lots run, carrying the full width of the lots, so far as to contain one hundred acres, excepting ten acres which was sold from the same to John Robinson and James Dow, meaning all the land formerly purchased by said Bartlett of Enoch Hoit of Deerfield as will appear by said deed dated April 1. 1797 excepting the above named ten acres together with the buildings thereon - also of a certain gore of land in said Epsom adjoining the aforesaid lots, which was purchased of Hanover Dickey by said Seth Bartlett containing one acre more or less with the appurtenances as will produce a yearly income equal to one third part of the yearly income thereof on the 14th day of March A.D. 1828 —

38.72
40.25
78.97
.40

and costs taxed at thirty eight Dollars seventy two cents and her reasonable damages for the detention thereof by the tenant in said action after demand made amounting to forty dollars and twenty five cents —

We command you therefore that without delay you cause said Bartlett to have seizin of such parts of said tracts as will produce the income aforesaid —

We also command you that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to said creditor the aforesaid sums with lawful interest thereon, and 40 cents more for this writ and your own fees, and in default thereof to arrest the said debtor and commit him to jail; and the Keeper of the jail is required to detain him in custody until he pay the same, with your fees, or until he is discharged by the creditor or otherwise according to law — And make return of this writ, with your doings therein, unto said Court, to be holden at Concord, in said county, upon the second Tuesday of October next —

Witness, Joel Parker, Esquire, the 12th day of April Anno Domini 1848

A. B. Baker - Clerk

Judgment rendered
April 10. 1848 —

Continued –

3 9.12
40.25
79.37

April 19. 1848 Received of Thomas D. Merrill thirty nine dollars and twenty cents for cost taxed within and forty dollars and twenty five cents for detention by the tenant –

Robert Knox Depy. Sheriff

April 29. 1848 Rec.d of William L. Goodhue by the hand of Thomas D. Merrill Eleven Dollars seventy six cents in full for the expence of setting off the within mentioned Dower as within taxed

Robert Knox Dep. Sheriff

Merrimack Ss. Epsom April 24.th 1848 – Personally appeared, Mark S. Moses, James Wiggin and Levi Cass, and made oath that they would set off to the said Polly Bartlett within named, her dower in the within described estate equally and impartially and as convenient as may be to the respective parties – Before me – Moses P. Gray Justice of the Peace –

We, the subscribers, having carefully examined the within described estate, do upon our oaths say that the following parcels of said estate namely – one parcel, beginning on the northerly side of the road at the corner of a wall near the south west corner of the dwelling house and running North 41.° East ten rods & six links to a large rock about one rod from the S.W. corner of the barn, thence North 64° west to a stone wall nine rods & eight links thence North 43° & twenty one rods & nineteen links to a stake and stones by the side of a stone wall, thence North 64° West thirty six rods & thirteen links to the line of land of John R. Dow thence southwesterly by said line to the road, thence by the road south easterly to the first mentioned bounds. containing eight acres more or less. Also one other parcel of land, namely, beginning at the southeast corner of said farm on Deerfield line, and running North 35° East on said line sixty one rods to a beech tree spotted. thence North 66° West fifty six rods, to a stake and stones thence South 35.° west – to the southerly line of said farm, thence southeasterly by said line to the first mentioned bounds, containing about twenty one acres more or less – Also the E. part of the dwelling house with the cellar under the same and the south chamber, reserving to the said Goodhue the right of passing to the other chambers and the cellar through the said E. also the kitchen in the old house. also the westerly third part of the hog pen, also twenty two feet in length off of the easterly end of the barn reserving to the said Goodhue the privilege of using the barn floor for the purpose of hauling in his hay and grain. Also the privilege of passing to and using the wells and to and from the different buildings aforenamed; one third part of the barn yard and the right of passing across the other part of the land by the way usually used to the aforesaid part of the land hereby set off and a privilege to lay wood in the door yard. Will produce a yearly income equal to one third part of the yearly income of the estate within described on the 14th day of March A.D. 1828. and no more and we do accordingly set off the said parcels of land and buildings to said Polly Bartlett as her dower in said estate

Epsom April 24. 1848

Mark S. Moses
James Wiggin
Levi Cass

364

Continuing —

Merrimack Ss. April 24th. 1848 — I have caused the several parcels of real estate in the above certificate described to be set off and assigned to the within named Polly Bartlett as her dower in the estate within described in manner following, to wit. I caused three discreet and disinterested men, resident in said County to be appointed to wit Mark L. Moses by the said Polly Bartlett, James Wiggin by myself, and Levi Lapish appointed by me for the William S. Boodale the said William S. Boodale not residing within this County nor within twenty miles of the property to be appraised, who being sworn before a Justice of the peace equally and impartially, and as conveniently as might be to the parties, to be set off to the said Polly Bartlett her dower in the within described estate, upon their oaths said that the said parcels of real estate would produce a yearly income equal to one third part of the yearly income of the real estate within described on the 14th day of March A. D. 1828 — and no more, and they accordingly set off the said parcels of real estate to the said Polly Bartlett as her dower in said within mentioned estate: and I have caused the said Polly Bartlett to have full seizin and possession of the said parcels of real estate as tenant in dower, and I have received of the within named William S. Boodale, by Thomas D. Merrill the damages and costs within mentioned

Robert Kenoy D. Sheriff

Fee. Service	23
travel	25
notifying parties	34
Justices fee	51
Appraisers fee	3.60
Surveyors fee	1.50
My time	1.50
Poundage	1.83
Expenses	1.10
Recorder	1.50
	$11.76

Epsom April 24th 1848 — I this day received seizin and possession of the above described parcels of land and buildings by Robert Kenoy Deputy Sheriff —

Polly Bartlett

Received and Recorded May 5. 1848

Examined George Jones Register

Silas G. Sylvester vs Samuel A Howard—

619. Hutchins Sylvester vs Howard Exon Oct. T. 1848.

SS

The State of New Hampshire—

Merrimack ss.

To the Sheriff of any County or his Deputy—

Whereas Silas G. Sylvester of Concord in said County Trader by the consideration of our justices of our court of common pleas holden at Concord in said county of Merrimack on the fourth Tuesday of March Anno Domini 1848 recovered judgement against Samuel A Howard of Hill in our county of Grafton Yeoman—

313.40
7.45
320.85
17

for the sum of three hundred and thirteen dollars forty cents and costs taxed at seven dollars forty five cents as appears of record whereof execution remains to be done We command you therefore that of the goods chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor the aforesaid sums with lawful interest thereon and seventeen cents more for this writ and your own fees. And make return of this writ with your doings thereon to said court to be holden at Concord in said County upon the second Tuesday of October next. Witness Joel Parker Esquire. the 12th day of April Anno Domini 1848—

N. B. Baker Clerk

Judgement rendered April 10. 1848—

Merrimack ss May 3. A.D. 1848. By direction of the creditor within named I have extended this Execution upon the tract of land above described with the dwelling house on the same in manner following. to wit: I caused three appraisers to be appointed that is to say Merrill Cross by the creditor within named Calvin Fisk by myself and Moses K Bingree appointed by me for the said debtor the said debtor not residing within this County nor within twenty miles of the property to be appraised. being all disinterested men resident in the county; who being duly sworn by a Justice of the peace impartially to appraise such real Estate as should be shown them as the Estate of the debtor upon their oaths said that the above described tract of land with the dwelling house on the same shown them as the estate of the said debtor was of the value of one hundred and ten dollars and no more: and the said appraisers set off the same land by metes and bounds as aforesaid at that same in part satisfaction of this Execution and my fees; and I have delivered seizin and possession of the said land to the said Creditor: I therefore return this Execution in part satisfied

Ass Martin Deputy Sheriff

Fees Service .23
Travel .85
poundage 1.00
Charges paid justice .35
Appraisers 1.50
Recorder .75
$4.68

Grafton ss May 3d A.D. 1848. By direction of the ~~debtor~~ creditor within named I have extended this Execution upon the tract of land above described with the buildings on the same in manner following to wit: I caused three appraisors to be appointed that is to say John C Frazier appointed by myself Lewis McConverse appointed by the creditor and Andrew Sleeper by me for the debtor the said debtor not residing within this County nor within twenty miles

366

Continued

of the property to appraised: being all discreet and disinterested men resident in the county: who being duly sworn by a Justice of the peace impartially to appraise such real estate as should be shown them as the estate of the debtor: upon their oaths said that the above described tract of land with the buildings on the same shown them as the estate of the said debtor was of the value of one hundred and fifty Dollars and no more: and the said appraisers set off the same land by metes and bounds as aforesaid: at that sum in part satisfaction of this Execution and my fees: and I have delivered seizin and possession of the said tract of land to the said creditor I therefore return this Execution in part satisfied

Ada Martin Deputy Sheriff

Fees service 23
Travel 25
Boundary 125
Paid Justice 50
Appraisers 150
Recorder 125
4.98

Grafton ss May 8th A.D 1848. Then John C Frazier Luke Converse and Andrew Sleeper personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named Debtor to satisfy this Execution Before me

Jehabod S Johnson Justice of the Peace

We the subscribers having carefully examined a tract of land situate in Danbury in the County of Grafton shown to us as the estate of the within named debtor bounded as follows beginning on the centre of the new road leading from the Turnpike so called by land formerly owned by Hezekiah Whittier where the road intersects with the said Turnpike thence northerly by said Turnpike twelve rods to stake and stones thence Easterly thirteen and a half rods to a stake and stones thence southerly twelve rods to a stake and stones thence thirteen and a half rods to the first mentioned bound containing one acre with the buildings on the same and have appraised the same at its just value do upon our oaths say that the same tract of land with the buildings on the same is of the value of one hundred and fifty dollars and no more and we have set off the same land by metes and bounds as aforesaid in part satisfaction of the within Execution

Danbury May 3d 1848.

John C Frazier
Luke Converse
Andrew Sleeper

Merrimack ss May 8th 1848 Then Merrill Cross Calvin Fisk and Moses H Pingree personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me H. A. Mason Justice Peace

Continued

We the subscribers having carefully examined a tract of land shown to us as the estate of the within named debtor situate in Wilmot in the County of Merrimack bounded as follows Beginning at a stake and stones at the northwest corner of land now occupied by Samuel Goff thence running westerly on the South side of the Turnpike, to a large stone in the wall, four rods and four feet by measure, Thence at right angles Southerly five rods to a stake and stones Thence parallel with the line first described four rods to land of Samuel Goo Thence westerly to the Turnpike and bound first mentioned and apprised the same at its just and true value do upon our oaths say that the same tract of land and dwelling house on the same is of the value of one hundred and ten dollars and no more and we have set off the same land by metes and bounds as aforesaid in part satisfaction of the within execution

Wilmot May 3. 1848.

Merrill Cross
Calvin Fiske
Moses K Pingree
} Appraisers

Received and Recorded June 21. 1848

Examined George Jones
Register

369

462 Bowman

Exon Mark Town vs. Aaron Town. Oct T. 1848

The State of New Hampshire.

SS Merrimack ss.

To the Sheriff of any County or his Deputy.

Whereas Mark Town of Hooksett in said County Yeoman by the Consideration of our Justices of our Court of Common Pleas holden at Concord, in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1848. recovered judgment against Aaron Town of said Hooksett Yeoman —

192,04 for the Sum of One hundred and Ninety two dollars four
7,45 Cents, and Costs taxed ~~as appears of Record, when of Execution~~
199,49 ~~remains to be done;~~ At Seven dollars forty five Cents as
17 appears of Record. When of Execution remains to be done;
199,66 We Command You, therefore, that of the goods, Chattels, or lands of the said debtor in Your precinct You cause to be levied and paid to the said Creditor, the aforesaid Sums, with lawful interest thereon, And Seventeen cents more for this writ; and Your own fees,

And make Return of this writ, with Your doings thereon, to said Court, to be holden at Concord in said County, upon the Second Tuesday of October next —

Witness Joel Parker Esquire 13th day of April Anno Domini 1848

N.B. Baker Clerk

Judgment rendered April 10. 1848 —

Merrimack ss. May 4. 1848 Then Samuel Melvin, Daniel S. Martin And Savory T. Burbank, personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this Execution Before me

Mace Moulton Justice of the Peace

We the Subscribers having carefully examined a tract of land Shewn to us as the estate of the within named debtor Situate in Hooksett in the County of Merrimack and State of New Hampshire Containing five acres by measure, with the buildings thereon, and bounded as follows viz. Beginning at a large Pitch Pine tree which is at the northwesterly Corner of the lot thence Southerly by the lot line to the Londonderry Turnpike thence Southeasterly by said Turnpike fifteen rods to a Stake and Stones, thence Easterly to the Northerly line of Richard H Ayers lot and thence to the first bound to Strike said Northerly line of said Ayers lot in such a place as will make five acres by measure being the same piece of land Conveyed by said Richard H Ayers to Aaron Town by Deed dated Feby 1, 1840 Acknowledged Feby 1. 1840 and recorded Feby. 5. 1840 Lib 60. Folio 133. Merrimack Records reference thereto being had for a more particular description of said premises and appraised the same at its just value do upon our oaths say that the same tract of land is of the value of One Hundred and Sixty dollars and no more and we have set off the same lands by metes and bounds as aforesaid in part satisfaction of the within Execution

Hooksett May 4. 1848

Samuel Melvin
S. T. Burbank
D. S. Martin

Continued

Continued

Merrimack ss May 4. 1848. By the direction of the Creditor within named I have extended this execution upon the tract of land above described in manner following, to wit. I caused three Appraisors to be appointed that is to say Daniel S. Martin Appointed by myself Samuel Melvin Appointed by the Creditor and Savory D. Burbank Appointed by me for the debtor. the said debtor having been notified and requested to appoint an Appraisor and having neglected to appoint one. the said Daniel S. Martin. Samuel Melvin and Savory D. Burbank being all discreet and disinterested men Resident in the County of Merrimack aforesaid who being duly Sworn by a Justice of the Peace. impartially to Appraise such real Estate as should be shown them as the Estate of the said debtor upon their oaths said that the above described tract of land shown them as the Estate of said debtor was of the value of one hundred and Sixty dollars and no more and the said Appraisors Set off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this execution and my fees. and I have delivered Seizin and possession of the said tract of land to the said Creditor I therefore return this execution satisfied in part. to wit. for the sum of $143.26 being the residue of said $160. the value of said land after deducting my fees and charges being $16.74. and for no more.

My Fees & Charges

Service	23
Travel	25
Pound age	2.75
Notifying Parties & appraisors	2.00
Swearing Appraisors	.51
Paid Appraisors fees	6.00
My own time with Appraisors	2.00
Making Return & returning Execution to Registors of Deed	1.00
Paid Registor for recording	2.00
	$16.74

Mace Moulton D Sheriff

May 4. 1848. I this day received Seizin and possession of the above described tract of land by Mace Moulton D Sheriff
Mark Towns

Merrimack ss May 4. 1848 I have taken all the right in Equity which the within named debtor had on the second day of October A.D 1847 when the said premises were taken Attached on the original writ. in this suit to redeem a certain parcel of land situate in Hooksett. in said County containing twenty five acres more or less and bounded and described as follows to wit. Commencing at a Stake and Stones on the east line of the Londonderry Turnpike thence Northeasterly by land set off on the within execution to Mark Towns about eight rods to a Stake and Stones thence South 65.° 30' east thirty six rods to a Stake and Stones - thence South 6.° East eighty one rods to the Chester Old Road (so called) to a Stake and Stones thence by the Chester Old Road and the Londonderry Turnpike to the first mentioned bounds the same being subject to a Mortgage made by said debtor to one Asa P. Robell Esq dated the eighteenth day of June A.D. 1842 on which there was due June tenth 1848 $46.14 and on the same 4 day of May A.D. 1848 I gave to the said debtor A notice in writing that the said right in Equity would

(Over)

370

Continued

be sold at Public Auction at the dwelling house occupied by said Mark and Aaron Towns in Hoosick aforesaid on Saturday the tenth day of June A.D 1848 at three of the Clock in the afternoon of said day and posted up like Notices at the Inn of Samuel Melvin and at the Inn of Edwin E Goodale two of the most Public Places in said town of Hoosick in which the said Property is situate and on the said tenth day of June A.D. 1848. I sold the said right in equity at the time and place appointed as aforesaid at Public auction to David Hill he being the highest bidder for the sum of Eighty three dollars and made and delivered to him a deed of said right in equity in the form prescribed by law and I have applied the sum of $68.22 in full satisfaction of this execution interest and fees on the same. And the residue being $14.78. I hold for the use of him or them to whom the same belongs

Fees Poundage	.83	Mace Moulton D. Sheriff
" Notifying Debtor	2.00	
Advertising	2.00	
Selling	2.00	
Deed —	1.00	
Making return	1.00	
Paid for recording	1.00	
	9.83	

June 10. 1848. Received of Mace Moulton D. Sheriff fifty dollars and sixty nine cents in full satisfaction of the balance of the debt due on this execution and the same is hereby discharged Mark Towns —

Received and Recorded. August 29. 1848 —

Examined George Jones. Register

Gilmore & Clapp vs Ayer. Excon. Oct. T. 1848

The State of New Hampshire.

Merrimack, ss To the Sheriff of any County or his Deputy

Whereas, Joseph A Gilmor Merchant of Concord in said County and Asahel Clapp of Boston, County of Suffolk and Commonwealth of Massachusetts, Merchant, Joint Copartners in trade doing business under the firm of Gilmor & Clapp, by the Consideration of our justices of our Court of Common pleas, holden at Concord, in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1848 recovered judgment against John Ayer the second of Newbury in the said County, Trader, for the sum of Seventy two dollars Eighty five Cents and Cost taxed at Eight dollars Sixty five Cents as appears of record, whereof execution remains to be done;

72.85
6.65
81.50
17

We Command You, therefor, that of the goods, Chattels, or Lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid Sums, with lawful interest thereon, and Seventeen Cents more for this writ, and your own fees—

And make return of this writ, with your doings thereon, to said Court, to be holden at Concord, in said County, Upon the Second Tuesday of October next

Witness Joel Parker, Esquire, the 12th day of April Anno Domini 1848

N. B. Baker Clerk

Judgment rendered April 10. 1848—

Merrimack ss May 6. 1848, Then Moses D Wadley and Daniel Carr, personally appeared and made Oath that they would impartially appraise at its just value such real Estate as should be shown them as the estate of the within named debtor, to satisfy this Execution Before me Weare Sappan Justice of the Peace

Merrimack ss. May 20. 1848. Then John C Fowler personally appeared and Made ~~Oath~~ Solomn affirmation that he would impartially appraise at its just value such real Estate as should be shown him as the Estate of the within named debtor, to satisfy this execution

Before me Weare Sappan Justice of the Peace

Merrimack ss October— 1848 — on the 17th day of April A.D. 1848 I took one hundred four papers of fine Cut tobacco and 1 21/32 bushels of Flax Seed, the property of the with named debtor, and on the same day I Advertised the said Tobacco & Flax seed for Sale, at the inn of Lyman Brockway in Newbury in said County, on Monday the twenty fifth day of April A.D. 1848 at Nine O'clock in the forenoon, by posting up Notices of the said time and place of sale, at the inn of Lyman Brockway and at the inn of E & M Colby, two of the most public places in said Newbury; and on the said twenty fourth day of April I Sold the said tobacco & flax seed at the time & place appointed as aforesaid at Public Auction to the highest bidder viz, 104 papers fine Cut tobacco to Joshua Sewell for one dollar and 1 21/32 bushel flax seed to Moses Morrison for two dollars and twenty five Cents, from which sum I have deducted the lawful Charges of Keeping & Selling the same being one dollar and thirty Eight Cents; and the residue thereof being One dollar Eighty Seven Cents, I have applied in part Satisfaction of this Execution—

Fees Service .23
Travel .15
Poundage .05
Advertising & Selling .95
1.38

John D Wadleigh Deputy Sheriff

(Continued)

372

Continued

We, the Subscribers, having carefully examined a certain piece of land and building thereon Shewn to us as the estate of the within named debtor, bounded and described as follows, to wit, Beginning at a Stake & Stones on the Northeasterly Side of the post Road leading from the South Meetinghouse in Newbury to Sunapee Lake about twenty four feet Southeasterly of the Southerly Corner of Elijah Kelleders Store lot, thence Northeasterly on a Straight line by the Southeasterly Side to the Easterly Corner of the Main Store building lately built by Said debtor, Thence North westerly on a Straight line to and by the Northerly Corner of Said Store building to the line of Said Kedders lot at Stake & Stones; Thence Northerly on the last named line to the bank of the brook; Thence Southeasterly by Said brook about Seven rods to Land of Asa Lee; thence Southwesterly by Land of Said Lee about nine rods to Stake & Stones Standing twenty five feet Easterly of the dwelling house lately built by Said debtor; Thence Northwesterly on a parallel line with the Northeasterly Side or end of Said dwellinghouse about thirty five feet to Stake & Stones; Thence on a Streight line to and by the westerly Corner Of Said house to the aforesaid Road at Stake & Stones, Thence Northwesterly on line of Said road twenty two feet to bound of Beginning Containing thirty five Square Rods more or less, together with the back Store and Shed building Standing on the Same which extends from the above Named Store building to the dwelling house aforesaid. Saving and Reserving the Privilege of building and Keeping in Repair an aqueduct to be Covered So as to admit a free passage over the Same, as now improved by John C Fowler. across the above described land. Also Reserving a passeway with a team or otherwise from Said road through under the Shed building to land on the northeasterly Side of Said dwelling House, Said land and buildings are Situated in Newbury in Said County and Appraised the Same at its Just Value, do upon our oaths Say, that the Same tract of land and building is of the Value of eight Seven dollars and Ninety Seven Cents and no More; And we have Set off the Same land and building by Metes and bounds as aforesaid, in full Satisfaction of the within execution

June 19, 1848.

Moses D Wadleigh
Daniel Carr
John C. Fowler

Merrimack ss. June 19. 1848. By direction of the within named Creditors I have Extended this Execution upon the Real Estate above described in Manner following, to wit. I Caused three Appraisors to be appointed that is to Say Moses D. Wadleigh by the Creditors within named John C Fowler by the debtor within named and Daniel Carr by myself the Said Moses D Wadleigh John C Fowler and Daniel Carr being all discreet and disinterested Men, Resident in the County, who being duly Sworn by a justice of the peace impartially to Appraise Such Real estate as Should be Shown them as the Estate of the debtor upon their oaths Said that the above described Real estate Shown them as the estate of the Said debtor, was of the Value of eight Seven dollars and Ninety Seven Cents and no more; And the Said Appraisers Set off the Same Real Estate by Metes and bounds as aforesaid at that Sum, in Satisfaction of this Execution and my fees and Charges; And I have delivered

(Continued)

Continued

Seizen and Possession of the said real estate to the said Creditors —

I therefor return this Execution Satisfied in full

Fees	Poundage	1,79
Charge —	Appointing Appraisors	.25
	Paid Justice	,51
	Showing Property	1.00
	Paid Appraisors	2,62
	for putting in possession & paying Recorder —	1.00
		7,17

June 19, 1848 I this day Received Seizen and possession of the above described ~~Premises~~ Real estate by John D Wadleigh Deputy Sheriff

Gilmore & Clapp
By Atty M W Lapham -

Received and Recorded September 25, 1848 —
Examined George Jones Register

375

572. Tappan -

How v Ayer 2d. Exon Oct. T. 1848

The State of New Hampshire.

Merrimack, ss.

To the Sheriff of any County or his deputy,

Whereas Joel McHow of Warner in said County Yeoman By the Consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1848, Recovered judgement against John Ayer the Second of that Name in Newbury in said County Trader - for the Sum of fourteen dollars
14.95 Ninety five Cents, and Cost taxed at Eight dollars fifteen cents
8.15 as appears of Record, whereof Execution remains to be done!
23.10 We Command you, therefore, that of the goods, Chattels, or
17 lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid Sums, with lawful interest thereon and seventeen cents more for this writ and your own fees.

And make return of this writ with your doings thereon to said Court, to be holden at Concord, in said County, upon the Second Tuesday of October next.

Witness. Joel Parker Esquire, the 12th day of April Anno Domini 1848.

N B Baker. Clerk

Judgment rendered April 10. 1848.

Merrimack ss May 6. 1848. Then Moses D Wadley and Daniel Carr personally appeared and made Oath that they would impartially appraise at its just Value such Real Estate as should be shown them as the estate of the within named debtor, to Satisfy this Execution

Before me Wm Tappan Justice of the Peace

Merrimack, ss May 20. 1848. Then John C Fowler personally appeared and made Solemn affirmation that He would impartially appraise at its just Value such Real estate as should be shown him as the Estate of the within named debtor, to Satisfy this Execution

Before me Wm Tappan Justice of the Peace

We the Subscribers, Having Examined a part of a Certain Dwelling House Shewn to us as the Estate of the within named debtor, being a certain room eight feet & one half foot by twelve feet. Situated in the easterly Corner of the main dwelling house lately built by said debtor, and Also the back cellar room under said room, & Likewise a passway to & from the above first described room, through a bedroom and Kitchen in said house to the highway, said house is Situated in Newbury in said County on the northeasterly side of the post road leading through said town to Newport, the westerly corner thereof being within about fifty Nine feet of the Southerly Corner of Elijah Kidders Store lot in what is Called the South Village in said Newbury, and appraise the same at its just Value, do upon our oaths Say, that the same rooms & privileges are of the Value of twenty Nine dollars & Ninety Seven Cents, and no More. And we have Set off the same by metes and bounds as aforesaid, in full Satisfaction of the within Execution

June 19. 1848.

Moses D Wadleigh
Daniel Carr
John C. Fowler

(Continued)

Continued

Merrimack ss June 19th 1848 By direction of the Creditor within named I have extended this Execution upon the real Estate above described in manner following, to wit: I caused three Appraisors to be appointed, that is to say, Moses D Wadleigh by the Creditor within named, John C Fowler by the debtor within named and Daniel Carr by myself, the said Moses D Wadleigh John C Fowler and Daniel Clark, being all discreet and disinterested men, Residint in the County, who being Sworn by a Justice of the Peace impartially to Appraise Such Real Estate as Shall be Shown them as the Estate of the debtor, upon their oaths Said that the above described Real Estate, Shown them as the Estate of the said debtor, was of the Value of twenty nine dollars and ninety Seven Cents and no more; and the said Appraisers Set off the same Real Estate by Metes and bounds as aforesaid at that Sum in Satisfaction of this Execution and my fees and Charges. And I have delivered Seizin and possession of the said Real estate to the said Creditor, I therefore return this Execution Satisfied in full

Fees	Service	.23
	Travel	.15
	Poundage	.66
Charges	Appointing Appraisors	.25
	Showing Property	1.00
	Paid Justice	.51
	Paid Recorder & putting in possession	1.00
	Paid Appraisors	2.63
		6.43

John D Wadleigh
Deputy Sheriff

September 6th 1848 I this day received Seizin and possession of the above described real estate by John D Wadleigh Deputy Sheriff

Joel M. Howe

Received and Recorded September 25. 1848
Examined
George Jones Register

376

377

576. Tappan's

Bly vs Ayer 2d Exon Oct T. 1848

Fees

The State of New Hampshire.

Merrimack ss. To the Sheriff of any County or his Deputy,

Whereas

Josiah P. Bly of Newbury in said County of Merrimack Yeoman, by the Consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1848 recovered judgement against John Ayer the Second of that Name & late Newbury, Trader

110.56
6.15
116.71
17

for the Sum of one hundred and ten dollars fifty Six Cents, and Cost taxed at eight dollars fifteen Cents, as appears of Record whereof Execution remains to be done;

We Command You, therefore, that of the goods, Chattels, or Lands of the said debtor in your precinct, You Cause to be levied and plaid to the said Creditor, the aforesaid Sums with lawful interest thereon and Seventeen Cents more for this writ, and your own fees.

And Make return of this writ, with your doings thereon, to said Court, to be holden at Concord, in said County, upon the Second Tuesday of October next

Witness Joel Parker, Esquire, the 12th day of April Anno Domini 1848

N B Baker Clerk

Judgment rendered April 10. 1848

Merrimack ss. October 10. 1848 On the Seventeenth day of April 1848 I took the following goods, the property of the within named debtor, to wit, one bedstead Bed and bedding, one Bureau one Looking Glass, one Washstand and one Rocking Chair, and on the same day I advertised the said goods for Sale at the Inn of Lyman Brockway at Newbury in said County, on Monday the twenty fourth day of April 1848, at nine o'Clock in the forenoon by posting up Notices of the said time & Place of Sale, at the Inn of Lyman Brockway and at the Inn of E & M. Tilley two of the most public places in said Newbury; and on the said twenty fourth day of April, I sold the said goods At the house of John Ayer 2d having opened the Sale at the Inn of said Brockway and adjourned to said Ayers a few Rods off at the time appointed as aforesaid At public Auction, to the highest bidders as follows one Bedstead Bed and Bedding to Hiram Gillingham for five dollars, one Bureau to Jonathan P Dodge for $7.00 one Looking Glass to Hiram Gillingham for $2.15 one Wash Stand to Hiram Gillingham for $0.87. One Rocking Chair to Hiram Gillingham for $2.00 the whole Amount of the proceeds of said Sale being $17.02 from which Sum I have deducted the lawful Charges of ~~Keeping~~ of Keeping and Selling the same being $2.80. And the residue thereof being $14.22. I have applied in part Satisfaction of this Execution

My Fees	Service	.23	John D. Wadleigh Deputy Sheriff
	Travel	.15	May 20. 1848 - Rec'd from John D.
	Poundage	.35	Wadleigh D. Sh'ff the above named
	Advertising & Selling	2.07	Sum of fourteen dollars and twenty
		2.80	two Cents

W & M W Tappan Att'y's

Continued

Merrimack ss May 6. 1848 Then Moses D Wadleigh & Daniel Carr personally appeared and made oath that they would impartially appraise at its just value such Real Estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me Weare Sayman Justice of the Peace

Merrimack ss. May 20. 1848. Then John C. Fowler personally appeared and made solemn affirmation that he would impartially appraise at its just value such Real Estate as should be shown him as the estate of the within named debtor to satisfy this execution

Before me — Weare Sayman Justice of the Peace —

We the subscribers having carefully examined a certain piece of land & buildings thereon shewn to us as the estate of the within named debtor situated in Newbury in said County, bounded & described as follows to wit; Beginning on the North easterly side of the post Road leading through said town to Newport, about forty six feet Southeasterly of the Southerly Corner of Elijah Kidder. Store lot at Stake & Stones. Standing on a line with the northwesterly end or side of the low part of the dwelling house lately built by said debtor, Thence Northwesterly on a straight line to the northerly Corner thereof and extending the same course twenty five feet from said corner to Stake & Stones, Thence Southeasterly, a parallel line with said house thirteen feet to Stake & Stones. Thence Southwestwardly on a straight line between said low part & the highway on main house to the above named road to Stake & Stones. Thence Northwesterly by said road thirteen feet to bound begun at. Containing eight hundred and fifty Square feet more or less, with the low part of said house thereon, Also a bed room & buttery situated in the northerly corner of said Main house adjoining said low part. with back Celler room under the same. Also a privilege in the northerly half of the Celler under said main part & a privilege of passing to and from the same as now occupied. Also a passway with a team or otherwise by the northwesterly end or side of said low part to the northeasterly side of the same — Reserving from the above described premises a privilege of passing through the parts to the Celler under the main house as now occupied, & likewise a passeway to and from the bed room in the easterly Corner of said main house through the above named bedroom, and low house, to the highway and appraised the same at its just value, do upon our oaths say, that the same piece of land parts of building and privileges are of the value of One hundred thirteen Dollars and thirty three cents and no more and we have set off the same land and parts of buildings by metes and bounds as aforesaid in satisfaction of the within execution

June 19. 1848

Moses D Wadleigh
Daniel Carr
John C Fowler

Merrimack ss. June 19th 1848

By direction of the Creditor within named I have extended this execution upon the Real Estate above described in manner following, to wit. I caused three appraisers to be appointed, that is to say, Moses D Wadleigh. by the Creditor within named —

(Continued)

378

Continued

John C. Fowler by the debtor within named and Daniel Carr by Myself, the said Moses D Wadleigh, John C Fowler and Daniel Carr, being all discreet and disinterested men residents in the County, who being duly Sworn by a Justice of the Peace impartially to Appraise such real Estate as should be shown them as the Estate of the debtor, upon their oaths said that the above described real Estate, shown them as the estate of the said debtor was of the value of one hundred thirteen dollars and thirty three Cents and no more, and the said Appraisors set off the same real Estate by metes and bounds as aforesaid at that Sum, in Satisfaction of this Execution and my fees and Charges; and I have delivered Seizin and Possession of the said real estate to the said Creditors, & therefore return this Execution Satisfied in full

John D Wadleigh Deputy Sheriff.

My Fees
Poundage 2,08
Appointing Appraisor ,25
Paid Justice ,51
Mowing Property 1,00
Paid Appraisers 2,63
Paid Recorder and
Putting in Possession 1,00
7,47

June 19th 1848 I this day received Seizin and possession of the above described real Estate, by John D Wadleigh Deputy Sheriff

Josiah P. Bly

Received and Recorded September 25. 1848
Examined.
George Jones Rgr

Morse v Ayer, Exon. Oct. T. 1848.

SS The State of New Hampshire.
Merrimack, ss.

To the Sheriff of any County or his Deputy,

Whereas, Daniel Morse of Newbury in said County, Yeoman by the Consideration of our Justices of our court of Common Pleas, holden at Concord, in said County of Merrimack, on the fourth Tuesday of March Anno Domini, 1848. recovered judgment against John Ayer the Second of that Name in said Newbury, Trader, for the Sum of two hundred and five dollars twenty Cents, and Costs taxed at Nine dollars fifteen cents as appears of record, whereof Execution remains to be done:

205.20
9.15
2 14.35
17

We Command you, therefore, that of the goods, Chattels, or Lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid Sums with lawful interest thereon, And Seventeen Cents more for this writ, and your own fees,

And make return of this writ, with your doings thereon, to said Court, to be holden at Concord, in said County, upon the Second Tuesday of October next.

Witness Joel Parker, Esquire, the 12th day of April Anno Domini 1848.

N. T. Baker Clerk

Judgment rendered April 10. 1848

Merrimack ss. May 6. 1848 Then Moses D Wadley and Daniel Carr personally appeared and made oath that they would impartially appraise such real estate as should be shown them as the estate of the within named debtor, to satisfy this Execution Before me

Moses Sappan Justice of the Peace

Merrimack SS. May 20. 1848. Then John C Fowler personally appeared and made Solemn appinmation that he would impartially appraise such real estate as should be shown him as the estate of the within named debtor to satisfy this Execution Before me

Moses Sappan Justice of the Peace

We the Subscribers having carefully examined a tract or piece of land with a Store building thereon, Shown to us as the estate of the within Named debtor, Situated in Newbury in said County of Merrimack bounded and described as follows, to wit, Beginning at Stake & Stones being the Southerly Corner of Elijah Kidders Store lot, & on the Easterly side of the post Road leading from Newbury South Meeting House to Sunapee Lake, thence Southeasterly on the line of said Road about twenty four feet to Stake and Stones Standing on a Straight line with the Southeasterly Side of the main Store building, lately built by said debtor, Thence on last described line to easterly Corner of said Store thence by the Northeasterly end of said Store building to the northerly Corner & containing the same Course to the line of said Kidders lot, to Stake & Stones, Thence Southerly on the line of said Kidder lot to bound begun at, Containing by Estimation one thousand Square feet, More or less, with said Store building standing thereon,) and appraise the same at its just Value—

(Continued)

380

381

Continued

do, upon our oaths say, that the same tract of land and buildings is ~~of the~~ value of two hundred twenty six dollars and twenty six cents, and no more; And we have set off the same land and store building by metes and bounds as aforesaid in satisfaction of the within Execution

June 19. 1848.

Moses D Wadleigh
Daniel Carr
John C. Mr Fowler

Merrimack ss. June 19th 1848 By direction of the creditor within named I have extended this execution upon the real estate above described, in the following manner, to wit I caused three appraisers to be appointed, that is to say Moses D Wadleigh by the Creditor within named, John C Fowler by the debtor within named and Daniel Carr by myself; the said Moses D Wadleigh, John C Fowler and Daniel Carr, being all disinterested Men resident in the County, who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor upon their oaths said that the above described real estate shown them as the estate of the debtor, was of the value of two hundred twenty six dollars and twenty six cents, and no more; and the said Appraisers set off the same real estate by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees and charges; and I have delivered seizen and possession of the said Real estate to the said Creditor. I therefore return this execution satisfied in full —

Fees —

	Service	.23
	Travel	.15
Charges	Poundage	3.40
	Appointing appraisers	.25
	Paid Justice	.51
	Paid Appraisers	2.63
	Showing property	1.00
	Paid Recorder and putting in possession	1.00
		9.17

John D my Wadleigh D Dpty Sheriff

June 19. 1848 I this day received seizin and possession of the above described Real estate by John D Wadleigh Dpty Sheriff.

Daniel Morse

Received and Recorded September 25. 1848
Examined
Geo Jones Register

537. Morris

382

Jennes vs Shaw Exon Oct. T. 1848

28

The State of New Hampshire

Merrimack, ss.

To the sheriff of any County or his deputy.

Whereas John Jennes of Pittsfield in said County, Esquire by the consideration of our justices of our Court of Common pleas, holden at Concord, in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1848, recovered judgment against Nehemiah Shaw of said Pittsfield Yeoman

for the sum of three hundred and seventy seven dollars eighty cents. And Cost. taxed at six dollars fifty cents, as appears of record, whereof Execution remains to be done

377.80
6.50
384.30
17

We command you, therefore, that of the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon, and seventeen cents more for this writ and your own fee.

And make return of this writ, with your doings thereon, to said Court, to be holden at Concord, in said County, upon the Second Tuesday of October next.

Witness Joel Parker, Esquire, the 12th day of April Anno Domini 1848.

N B Baker Clerk

Judgment rendered April 10, 1848.

Merrimack ss. April 12, 1848. I have taken all the right in equity which the within named debtor had on the 7th day of December 1847 the day on which it was attached or now has to redeem a certain tract of land situate in Pittsfield in said County bounded and described as follows to with Northwesterly by land of Moses Norris, Northeasterly by land of Joshua B. Merrill, Southeasterly by the road leading from Smith Shaws to Pittsfield Factory and Southwesterly by land of John T. Green and Jeremiah Clark, Containing eight acres More or less, the same being subject to a Mortgage made by said debtor to John Berry dated the 27. day of September 1847. to secure the payment of six hundred and sixty six dollars and sixty three cents in five years with interest annually, and on the same day I gave to said debtor a notice in writing that the said Right in equity would be sold at public Auction at the dwelling House of the within named debtor in Pittsfield in said County on the 13th day of May 1848 at one of the Clock in the afternoon and posted up like notices at the Inn of Reuben T. Leavitt and at the Inn of Enoch Watson two of the most publick places in said Town of Pittsfield in which said property is situate, and on the said 13th day of May 1848 I sold the said right in equity at the time and place appointed as aforesaid at publick Auction to Oliver P. Green, he being the highest bidder for the same for the sum of nine hundred dollars, and made and delivered to him a deed of said right in Equity in the form prescribed by law, and I have applied the sum of $386.58 cts in full satisfaction of this Execution and $12.31 cts for my fees and expenses of selling the same. I therefore return this Execution satisfied in full.

382

Fees & Expenses — Service . 23
Travel .10
Service of notice on debtor .23
Travel .10
Poundage 4.65
Advertising 2.00
Attending Sale &c 2.00
Paid for Deed 1.00
Recording 1.00
Return .50
Notice to debtor — .50
$12.31

John T. Tucker Constable

Received & Recorded October 5, 1848

Examined George Jones Recorder

383

Nesmith & Pike

Gerrish vs Brown Exon Oct T. 1848

(L.S.)

The State of New Hampshire
Merrimack SS.

To the Sheriff of any county or his deputy.

Whereas Joseph Gerish of Northfield in said County Yeoman by the consideration of our justices of our court of common Pleas holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1848 recovered Judgement against Moses Brown of Franklin in said County Yeoman

43.94
11.85
55.79
17
55.96

for the sum of forty three Dollars ninety four cents and costs taxed at eleven dollars eighty five cents as appears of record, Whereof execution remains to be done

We command you, therefore that of the goods, chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums with lawfull interest thereon, and seventeen cents, for this writ and your own fees

And make return of this writ, with your doings thereon to said Court, to be holden at Concord in said county upon the second Tuesday of October next

Witness Joel Parker Esqr the 12th day of April Anno Domini 1848

N. B. Baker Clerk

Judgement rendered April 10th 1848

Merrimack SS May 5th 1848 Then Samuel Judkins John Pevere and Asa L. Pevere personally appeared and made oath that they would impartially appraise at its just value such real estate and the interest in such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me Austin F. Pike Justice of the Peace

We the subscribers having carefully examined a tract of land shewn to us as the estate of the within named debtor bounded as follows Northerly by land of Joseph E Fellows East by Chance Pond and West and South by the road leading to Andover from Franklin Village and the road round said pond and appraised the income of the same for the term of two years from April 1848 which is the interest the said debtor has in the said premises at its just value do upon our oaths say the income of the said tract of land for the said term of two years is of the value of thirty six dollars and no more and we have set off the said interest in the said land by metes and bounds as afore said in satisfaction of the within execution so far as may be

Samuel Judkins
John Pervier
Asa L. Pervier

Continued

Merrimack ss May 5th 1848

By directions of the creditor within named I have ~~extended this execution~~ upon the tract of land above described in manner following to wit, I caused three Appraisers to be appointed that is to say. Asa L. Perrier by the creditor within named, John Perrier by the debtor within named and Samuel Jndkins by my self. the said Asa L. Perrier, John Perrier and Samuel Jndkins being all discreet and disinterested men Resident in the County who being duly sworn by a justice of the Peace impartially to appraise such real estate as should be shewn them as the estate of the debtor upon their oaths said that the income of the above land shewn them as the estate of the said debtor was of the value of thirty six dollars and no more for the term of two years from April 1848 and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this execution and my fees and charges of levying the same and I have delivered possession and seizure of the said tract of land to the said creditor. I therefore return this execution satisfied in part to wit for the sum of $30.00 being the residue of said $36.00 the value of the income of said land after deducting my fees and charges and for no more

Fees service —	23	
Travel	15	Daniel Osgood ~~D. Sh~~ Sheriff
Damdage	75	
my time &c	2 12	
3d appraisers	75	
Justices fees	50	
Recording	150	
	$6.00	

Received and Recorded October 10, 1848 —
Examined George Jones Recorder

384

385

Butters

Fogg vs Fogg Exon Mar T. 1848

(LS)

Merrimack SS The State of New Hampshire

To the Sheriff of any county or his deputy

Whereas John M. Fogg of the City of Salem in the County of essex and Commonwealth of Massachusetts Yeoman by the consideration of our justices of our court of common Pleas holden at Concord in said county of Merrimack on the second Tuesday of October Anno Domini 1847 recovered judgement against Smith Fogg of London in the said County of Merrimack blacksmith

242.47
6.95
249.42
17

for the sum of two hundred and forty two dollar forty seven cents and costs taxed at six dollars ninety five cents as appears of record whereof execution remains to be done

We commond you. therefore that of the goods Chattels or lands of the said debtor in your precinct you cause to levied and paid to the said creditor the aforesaid sums, with lawfull interest thereon and seventeen cents more for this writ and your fees

and make return of this writ, with your doings thereon to said court to be holden at Concord, in said county. upon the fourth tuesday of March next

Witness Joel Parker Esquire the 22nd day of October Anno Domini 1847

N. B. Baker Clerk

Judgement rendered Oct 20. 1847

Merrimack SS. November 19th 1847 Then Daniel Tilton Jr Samuel Garland and Amos Sargent personally appeared and made Oath, that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named debtor to satisfy this execution Before me

Charles H Butters Justice of the Peace.

We the subscribes having carefully examined a trad of land shewn to us as the estate of the within named debtor situated in London bounded and described as follows

Westerly by the road leading from the white schoolhouse (so called) to London Mills Northerly and Easterly on land of Edmund Sanborn and Southerly on land of Nathan F. Tilton. containing about one and a half acres it being the place where said debtor now resides. and appraised the same at its just value do upon our oaths say that the same trad of land is of the value of one hundred and sixty five dollars and no more. and we have set off the same land by metes and bounds as aforesaid in fort satisfaction of the within execution

London November 19th 1847

Daniel Tilton Jr
Samuel Garland
Amos. Sargent

November 19. 1847.
Merrimack SS, By directions of the creditors attorney within named I have extended this execution upon the tract of land above described in manner following to wit: I caused three appraisers to be appointed that is to say Daniel Tilton jr by the within named creditors attorney. Amos Sargent by the debtor within named and Samuel Garland by myself the said Daniel Tilton jr Amos Sargent and Samuel Garland being all discreet and disinterested men resident in the said County: who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shewn them as the estate of the debtor upon their oaths said that the above described tract of land shewn them as the estate of the said debtor was of the value of one hundred and sixty five dollars and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this execution and my fees and charges of levying the same and I have delivered possession and seizen of the said tract of land to the said creditors attorney I therefore return this execution satisfied in part to wit for the sum of one hundred fifty seven dollars thirty seven cents being the residue of said one hundred sixty five dollars the value of said land after deducting my fees and charges and for no more

John T. Tucker Constable

Fees service	23
Travel	50
Damdage	290
Paid Justice	50
" appraisers	100
attendance set off	100
Paid Register	100
Return	50
	$7.63

Merrimack SS Nov. 19th 1847. I Charles H. Butters attorney of the within named creditor John M. Fogg this day received possession of the above described tract of Land by John T. Tucker Constable.

Chas. H. Butters

Received and Recorded October 10. 1848
Examined George Jones Rdr

386

Greenough
Greenough & Co v. Fellows Exon Oct. T. 1848

(L&S)

Merrimack SS The State of New Hampshire.

To the Sheriff of any county or his Deputy

Whereas Elbridg T. Greenough and Fredric W. Greenough Merchants trading under the firm & style of E. T. Greenough & Co of Salisbury in said County by the consideration of our Justices of our court of common Pleas holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1847 recovered Judgement against William H. Fellows of Andover in said County Blacksmith

10.42
10.91
21.33
17

for the sum of ten dollars forty two cents and costs taxed at ten dollars ninety one cents as appears of record whereof execution remains to be done

We command you, therefore, that of the goods chattels or lands of the said debtor in your precinct you cause to levied and paid to the said creditor, the aforesaid sums with lawfull Interest thereon and seventeen cents more for this writ and your own fees, and make return of this writ with with your doings thereon to said court to be holden at Concord in said county upon the Second Tuesday of October next

Witness Joel Parker Esquire the 12th day of May Anno Domini 1848

N. B. Baker Clerk

Judgment rendered March 27. 1847

Merrimack SS June 5th 1848 I have taken all the right in equity of the within named Debtor to redeem a certain tract of land with a dwelling house thereon situate in Wilmot in said county bounded southerly by the fourth New Hampshire Turnpike Road Easterly by land of Daniel Crofs Northerly by the Brook & Westerly by land of James Philbrick one acre more or less the same being subject to mortgage Made to one Merrill Crofs Dated the 23rd day of October 1843 to secure payment of fifty dollars on demand with interst annually and on the same day I gave to the said debtor a notice in writing that the said right in equity would be sold at public auction at the Store of Merrill Crofs Esqre in Wilmot in said county on the eighth day of July 1848 at two O Clock in the afternoon and Posted up like notices at the Store of said Merrill Crofs and at the inn of Porter B. Philbrick two of the most Public Places in said Town of Wilmot in which said Property is situated and on the said 8th day of July 1848 I sold the said right in equity at the time and place appointed as aforesaid at public anction to Merrill Crofs he being the highest bidder for the sum of twenty eight dollars and made and delivered to him a deed of said right in equity in form prescribed by law and have applied the said sum of twenty eight dollars after deducting my fees and lawfull charges of sale in discharge of this execution in full

Fees Service	23
Draw	50
Mileage	56
Notifying Deft	50
writing & Postg 4 deeds	150
Selling	150
Making Deed & return	100
Pd for Recording	100
	$6.79

True George D. Shff

Merrimack SS July 8th 1848 Received the Contents of the within Execution in full of T. George D. Shff E & F. Greenough & Co

{ Received & Recorded Oct. 10. 1848 George Jones Reg } Per D. C. Proctor

Prepey & Harvey vs Chester Spaulding Exon Mar T. 1849

L.S.

The State of New Hampshire

Merrimack Ss.

To the Sheriff of any county or his deputy,

Whereas Carlos G. Prepey and Jacob S. Harvey both of Sutton in said County, traders and partners jointly doing busineps under the name and firm of Pressey & Harvey by the consideration of our justices of our court of common pleas, holden at Concord, in said county of Merrimack, on the second Tuesday of October Anno Domini, 1848 recovered judgment against Chester Spaulding of said Sutton gentleman

53.00 for the sum of fifty three dollars - cents, and costs taxed at fift-
15.85. teen dollars eighty five cents as appears of record whereof execu-
68.85. tion remains to be done
17. We command you, therefore, that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor the aforesaid sums, with lawful interest thereon and 17 cents more for this writ and your our fees, and make return of this writ with your doings thereon to said court to be holden at Concord, in said county, upon the fourth Tuesday of March next.

Witness, John I. Gilchrist, Esquire, the 23d day of October Anno Domini, 1848.

N. B. Baker Clerk

Judgment rendered Oct 21. 1848.

Merrimack Ss. November 18, 1848. I have taken all the right in equity of the within named debtor to redeem a certain tract of land situated in Sutton South Village and bounded west by the highway South by Joshua Rogers land East & North by land of William Kendrick with the buildings thereon subject to a Mortgage made by said debtor to one Abraham Robbins dated the 22d of Jan A.D. 1845 to secure the payment of two hundred & twenty five dollars in one & two years with interst also one other tract or parcel of land situated in said Sutton on the Warner road subject to a mortgage deed from said debtor to Enoch Page. Dated December 12th 1846 to secure the payment of seventy five dollars on demand with interest, also to one other Mortgage deed by said Debtor to Moses Johnson Dated Feb 19th 1847. to secure the payment of a note dated July 7. 1846 and on the same day I left a notice in writing at the usal place of abode of said debtor that the said right in equity would be sold at public auction at the inn of Wm. Kendrick in Sutton on the 23d day of December 1848 at two of the oclock in the afternoon and pasted up like notices at the Inn of said Kendrick and at the Store of Prepy & Harvey two of the most public places in said town in which said property is situate: and on the said 23d day of December 1848 I sold the said right in equity at the time and place appointed as aforesaid at public auction to said Prepey & Harvey they being the highest bidder for the sum of seventy five dollars and made and delivered to them a deed of said right in equity in the form prescribed by law and I have applied the said sum of seventy five dollars after deducting

388

Continued

my fees and the charges of sale in part satisfactory of said Execution to wit for the sum of sixty three Dollars and ninty six cents and no more

N. A. Davis Sheriff

Fees

Service	2 3
Travel	1.25
Poundage	1.64
Making notices	1.00
Posting up notices & serving on defendant	2.00
making sale	2.00
Clerk	1.00
Deed & acknowledgement	64
Searching record to find the incumbrances	.50
Paid recordings Execution	75.
	$ 11.04.

Received and Recorded February 5. 1849

Examined George Jones Register

Pecker pur. par. v. Ayer Exon Mar. T. 1849.

D.S.

40.17
13.95
54.12
17

The State of New-Hampshire

Merrimack. ss.

To the Sheriff of any county or his deputy

Whereas Robert E. Pecker of Concord in said County. trader. surviving partner of the late firm of Robert E. Pecker & Co. by the consideration of our justices of our court of common pleas. holden at Concord. in said county of Merrimack. on the second Tuesday of October Anno Domini. 1848. recovered judgment against John Ayer the second of that name in Newbury in said county Trader for the sum of forty dollars seventeen cents. and costs taxed at thirteen dollars ninety five cents as appears of record whereof execution remains to be done

We command you. therefore, that of the goods. chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor, the aforesaid sums with lawful interest thereon and 17 cents more for this writ, and your own fees.

And make return of this writ. with your doings thereon. to said court. to be holden at Concord. in said county. upon the fourth Tuesday of March next.

Witness, John A. Gilchrist. Esquire. the 23d day of October. Anno Domini. 1848.

N. B. Baker. Clerk

Judgment rendered Oct 21. 1848.

Merrimack ss. November 1st 1848. Then Moses D. Wadleigh. John C. Fowler and Daniel Carr personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this Execution

Before me John D. Wadleigh Justice of the Peace.

We the subscribers. having carefully examined part of a certain dwelling house. shewn to us as the estate of the within named debtor. being a certain room situated in the southerly corner of the main dwelling house lately built by said debtor located in the southerly village in Newbury in said County. said room is sixteen feet by eleven feet three inches. also including the walls on the southwesterly and southeasterly sides of said room, and also a clothes room adjoining the aforesaid room on the northeasterly side thereof seven feet six inches by two feet eight inches. also the southerly half of the celler under the first above named room. likewise a passeway from said large room to the highway as now occupied. and appraised the same at its just value. do upon our oaths. say that the same parts of Buildings and privilege are of the value of sixty two dollars and sixty one cents and no more) and we have set off the same parts of Buildings and privilege by metes and bounds as aforesaid. in full satisfaction of this execution

November 1st 1848

Moses D. Wadleigh
John C. Fowler
Daniel Carr

Merrimack ss. November 1st. 1848. By direction of the creditor within named I have extended this execution upon the parts of a dwelling house and privilege above described. in manner following. to wit. I caused three appraisers to be appointed. that is to say Moses D. Wadleigh. by the creditor within named. John C. Fowler. appointed by me for the debtor within named the said debtor not residing within this county. and Daniel Carr. by myself

390

Continued

, the paid Moses D. Wadleigh. John C. Fowler and Daniel Carr being all discreet and disinterested men. resident in the County. who being duly sworn by a justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor. upon their oaths paid that the above described parts of building and privilege shown them as the estate of the said debtor. was of the value of sixty two dollars and sixty one cents. and no more: and the said appraisers set of the same parts of Building by metes & bounds as aforesaid. at that sum. in satisfaction of this execution and my fees and charges: and I have delivered seizen and possession of the said parts of buildings to M. W. Tappan attorney for the said creditor

I therefore return this execution satisfied in full

Fees	Service	23
	Travel	15
	Poundage	1.43
	Appointing Appraisers	50
	Swearing Appraisers	51
	Showing Property	1.00
	Paid appraisers	3.50
	Paid Recorder	1.00
		$8.32

John D. Wadleigh. Deputy Sheriff

January 27th. 1849. I this day received seizen and possession of the above described part of building and privileges by John D. Wadleigh Deputy Sheriff

Robert. E. Pecker by attty M. W. Tappan

Know all Men by these presents, That whereas I. Robert E. Pecker late of Concord. County of Merrimack and State of New-Hampshire. now of Boston in the County of Suffolk and Commonwealth of Massachusetts. Merchant. at the Court of Common Pleas holden at Concord in and for the County of Merrimack aforesaid, on the twenty first day of October D. 1848. recovered judgment. as surviving Partner against John Ayer the second of that name in Newbury in said County of Merrimack for the sum of Forty Dollars and seventeen cents. and costs of suit taxed at Thirteen Dollars and ninety five cents. and whereas a certain tract of land and. buildings. situate in Newbury aforsaid was attached on the original writ in said action. bounded as by the officers return on said writ may appear: Now therefore I appoint M. W. Tappan of Bradford in said county of Merrimack. my attorney for me and in my name to appoint an appraiser of said land and to receive seizin of the same, or so much thereof as shall be taken to satisfy said Execution and charges of levying, and to discharge the said Execution for so much as the same shall be satisfied by said levy and in all things relating to the premises to act for me as fully as I might if personally present hereby ratifying whatever my said attorney shall lawfully do in the premises.—

In Witness whereof I have hereunto set my hand and seal this Twenty eighth day of October A. D. 1848

Signed. sealed and delivered in presence of-

A. L. Tubbs
A. W. Carter

R. E. Pecker. L.S.

. Received and Recorded March 19. 1849—
Examined

George Jones Recorder

Dudley & Co v. Ayer & Hadley Exon Mar T. 1849.

The State of New-Hampshire.

Merrimack ss.

To the Sheriff of any county or his deputy,

Whereas James H. Dudley Merchant and John T. Brenan. merchant both of Boston in the County of Suffolk and commonwealth of Massachusetts partners in trade under the firm of J. H. Dudley & Co by the consideration of our justices of our court of common pleas. holden at Concord. in said county of Merrimack. on the second Tuesday of October Anno Domini, 1848. recovered judgment against John Ayer the second of that name of Newbury in said County trader and Humphrey Hadley of the same Newbury trader. partners in trade under the firm of Ayer & Hadley for

171. 83
15. 33
187. 16
17

the sum of one hundred and seventy one dollars eighty three cents. and costs taxed at fifteen dollars thirty three cents as appears of record. whereof execution remains to be done:

We command you therefore. that of the goods. chattels or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor. the aforesaid sums. with lawfull interest thereon and 17 cents more for this writ, and your own fees. And make return of this writ. with your doings thereon. to said court. to be holden at Concord, in said county, upon the fourth Tuesday of March next

Witness, John A. Gilchrist. Esquire. the 23d day of October Anno Domini 1848

N. B. Baker Clerk

Judgment rendered Oct 21. 1848.

Merrimack ss. November 17th 1848. Then Moses D. Wadleigh and Daniel Carr personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtors, to satisfy this Execution Before me

John D. Wadleigh Justice of the Peace

Merrimack ss. December 2nd 1848. Then John C. Fowler personally appeared, and made oath that he would impartially appraise at its just value such real estate as should be shown him as the estate of the within named debtors, to satisfy this. Execution. Before me

John D. Wadleigh. Justice of the Peace

Merrimack ss. October 30th 1848. I have taken the sum of eleven dollars thirty three cents money of the within named debtors, it being a part of the proceeds of sale of property. on an execution issued by the Court of Common Pleas March Term D. 1848 in favor of Thomas Hadley against Humphrey Hadley: and returned on said execution as retained in my hands to be applied on subsequent attachments and have paid thereof to the creditors the sum of ten dollars seventy eight cents in part satisfaction of this execution and have retained thereof the sum of fifty five cents for my fees and return this Execution satisfied in part to wit. for the sum of ten dollars seventy eight cents

Fees		
	Service	23
	Travel.	05
	Poundage	27.
		55

John D. Wadleigh Deputy Sheriff

392

Continued

We the subscribers having examined a certain piece of land and buildings thereon shewn to us as the estate of the within named John Ayer 2nd situate in Newbury in said County, bounded and described as follows. to wit. Beginning on the Northeasterly side of the Post road leading by the southerly Meeting house in said Newbury, about fifty nine feet southeasterly of Elijah Kiddeos store lot at stake and stones standing on a line with the northwesterly side of the main dwelling house lately built by said Ayer. thence northeasterly on a straight line to the northeasterly corner of said main house and extending the same course twenty five feet from said corner to stake and stones. thence southeasterly a parallel line with the northeasterly end of said house about one rods & eight links to land of Asa Gee. thence southwesterly on the line of said Gees land about three rods and nineteen links to the highway above named to stake and stones. thence northwesterly on the line of said highway about one rod and nineteen links to bound began at containing about five and one half square rods. together with the main dwelling house standing on the same. particularly reserving therefrom the southerly front room in said house being sixteen feet by eleven feet and three inches including the walls on the southwesterly and southeasterly sides of said room. Also reserving a Clothes room adjoining said room seven and one half feet by two feet eight inches. also reserving two bed rooms and a small buttery situate in the northeasterly end of said main dwelling house. Also reserving all the Cellar under said house. likewise a passeway in Common through the front entry in said house. also to the cellar and chamber and from said house to said highway as now occupied. and have appraised the same at its just value. do upon our oaths say that the same piece of land and part of buildings is of the value of one hundred dollars and no more. and we have set off the same land and part of building by metes and bounds as aforesaid in part satisfaction of this execution and fees and charges of serving the same

December 2nd 1848.

Moses D. Wadleigh
John C. Fowler
Daniel Carr

Merrimack ss November 17th 1848 By direction of the creditor within named. I have extended this execution upon the land and building above described, in manner following. to wit: I caused two appraisers to be appointed. to wit. Moses D. Wadleigh by the creditor and Daniel Carr by myself. Both discreet and disinterested men, resident in said county, who were on the same day duly sworn by a justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the within named debtors and the within named John Ayer 2nd the owner of the estate above described and set off in part satisfaction of this execution residing out of said County on the 2nd day of December A. 1848. I appointed John C. Fowler an appraiser for said debtors. the said John C. Fowler being a discreet and disinterested man resident in said County who was duly sworn by a justice of the Peace impartially to appraise such real estate as should to him as the estate of the said debtors. and the said Moses D. Wadleigh. Daniel Carr. and John C. Fowler upon their oaths said that the above described piece of land and part of building shown them as the estate of the within named John Ayer 2nd was of the value of one hundred dollars. and no more

Continued

and the said appraisers set off the same land and part of building by metes and bounds as aforesaid. at that sum in part satisfaction of this execution and my fees and charges of levying the same. and I have delivered possession and seizen of the said piece of land and part of bulding to M. W. Tappan attorney for said creditors I therefore return this Execution satisfied in part. to wit for the sum of Ninety one dollars forty one cents on this return and ten dollars seventy eight cent on the other return above making the whole sum applied on this Execution. $102.19

Fees

Poundage	2.08
Appointing appraisers	.50
Swearing appraisers	.51
Showing property	1.00
Paid appraisers	3.50
Paid Recorder	1.00
	8.59.

John D. Wadleigh Deputy Sheriff

January 27th. 1849. I this day Received seizen and possession of the above described land and part of building & privileges. by John D. Wadleigh Deputy Sheriff J. H. Dudley & Co.
By attty M. W. Tappan

Know all Men by these presents. that Whereas We James H. Dudley and John T. Brenan. both of Boston. County of Suffolk and Com monwealth of Massachusetts. Partners in the mercantile business under the firm of James H. Dudley & Co. at the Court of Common Pleas holden at Concord in and for the county of Merrimack and State of New Hampshire. on the second Tuesday of October A. D. 1848 recovered judgment against Ayer & Hadley of Newbury in said County of Merrimack for the sum of one hundred and seventy one dollars and eighty three cents and cost of suit taxed at Fifteen dollars and thirty three cents: and whereas a certain track of land and buildings situate in Newbury aforesaid was attached on the original writ in said action. bounded as by the officers return on said writ may appear Now therefore we appoint Mason W. Tappan of Bradford in said County of Merrimack our attorney for us and in our names to appoint an appraiser of said land. and to receive seizin of the same. or so much thereof as shall be taken to satisfy said execution and charges of levying. and to discharge the said Execution for so much as the same shall be satisfied by said levy: and in all things relating to the premises to act for us. as fully as we might if personally present: hereby ratifying whatever our said attorney shall do lawfully in the premises

In witness whereof We have hereunto set our hands and seals this Thirtieth day of October A. D. 1848

Signed sealed and delivered
in presence of
John G. Butler
Geo. Cook

J. H. Dudley L.S.
J. T. Brenan L.S.

Received and Recorded March 19. 1849
Examined George Jones
Recorder

394

395.

375

P. West Jr.

Tompkins vs Anderson Exon April 1849.

437

The State of New-Hampshire

Hillsborough ss.---

To the Sheriff of any county or his Deputy

Whereas, Isaac Tompkins of Manchester in said County. Trader by the consideration of our Justices of our Court of common Pleas holden Manchester in said County of Hillsborough. on the fourth Tuesday of October A. D. 1848 recovered judgment against Jesse Anderson of said Manchester. Yeoman for the sum of one hundred eighty eight dollars thirteen cents, and costs taxed at sixteen dollars thirteen cents. and costs taxed at sixteen dollars, thirty eight cents. as appears of records whereof Execution remains to be done for one hundred and eighty four dollars and seventy eight cents

188.13
16.38
204.51
19.73
184.78
17.

We command you therefore, that of the goods. Chattels or Land of the said Debtor in your precinct. you cause to be levied and paid to the said Creditor. the aforesaid sums. with lawful interest thereon and 17 cents more for this. writ; and your own fees. And make return of this writ. with your doings thereon. to said court to be holden at Amherst in said County, upon the third Tuesday of April next.

Witness, John S. Gilchrist. Esquire. the third day January A. D. 1849

Judgment. Jany 2nd 1849 P. Dodge Clerk

Merrimack ss. January 31st 1849. I have taken all the right in equity which the within named debtor had on the twenty third day of November A. D. 1847. when the said premises were attached on the original writ in this suit. to redeem a certain tract of land situate in Hooksett in said County. it being one undivided half part of a lot of land said to contain eighty acres. it being that lot in the fifth division that is numbered twenty five. and bounded as follows. to wit: Beginning at the north east corner at a pine thence running north west eighty rods to a pine tree thence south twenty nine degrees west one hundred and sixty rods to a white oak marked thence east southeast eighty rods to a pine. thence straight to the bound first mentioned being the same land one Jesse Kimball conveyed to the within named Jesse Anderson by deed March 31st A. D. 1841 Recorded Vole 65 Pages 458. June 29. A. D 1841 the same being subject to a mortgage made by said debtor to one Samuel Anderson by deed September 23d A. D. 1847 Recorded Vol 83 Page 530 September 24th A. D. 1847. to secure the payment of a note dated September 28th A. D. 1844 for four hundred dollars and on the same day I left at the usual place of abode of said debtor a notice in writing that the said right in equity would be sold at public auction at the dwelling house of Ira Rowe in Hooksett in said County of Merrimack on Thursday the eighth day of March next at three of the clock in the afternoon of said day and posted up like notices at the stores of Joseph T. Gose and A. C. Head & Co. two of the most public places in said Town of Hooksett in which said property is situated and on the said eighth day of March A. D. 1849. I sold the said right in equity at the time and place appointed as aforesaid at public auction to Isaac Rowe he being the highest bidder. for the sum of two hundred six dollars thirty five cents: and made and delivered to him a deed of said right

Continued

in equity in the form prescribed by law and I have applied the said sum of two hundred six dollars, thirty five cents in full satisfaction of this execution and my fees. & charges of sale

Fees

	Service	.23
	Travel	.05
	Poundage	3.11
Charges	Writing notices of sale	1.00
	" " to Debtor	1.00
	Travel to post notices of sale	.50
	Posting notices of sale	1.00
	Attending sale & selling property	2.30
	Travel to attend sale	.35
	making return	1.50
	Making deed	1.00
	Paid for abstracts from record and ascertaining boundaries	1.67
	Paid for recording Execution	1.50
	Travel to get Exon recorded	2.00
	Travel to return Exon to Court	2.00
		$19.41

Leonard Rundlett Depty Sheriff

March 8. 1849. Received of Leonard Rundlett Depty Sheriff one hundred eighty six dollars and ninety four cents in full for Cash collected on the within execution.

Isaac Tompkins

Received and Recorded March 20. 1849
Examined George Jones Register

(Sent by Cheney & Co. Express. March 29, 1849)

397 228 D. Clark

Wilkinson Stetson & Co. vs Kimball Exon April. 1849.

L.S.

The State of New-Hampshire

Hillsborough, ss.

To the Sheriff of any County, or his Deputy

Whereas, Arthur Wilkinson, Joshua Stetson, Frederic Wilkinson. Frederic W. Newton and Alvah. Burrage, all of Boston in the County of Suffolk and Commonwealth of Massachusetts. Traders and Copartners under the firm of Wilkinson Stetson & Co by the consideration of our Justices of our Court of Common Pleas. holden at Manchester in said County of Hillsborough, on the Fourth Tuesday of October A. D. 1848 recovered Judgment against Obediah Kimball of New-Bedford in the County of Bristol in the Commonwealth of Massachusetts, Trader

2191. 95
27. 37
2219. 32
. 17

for the sum of Two thousand one hundred & ninety one dollars ninety five cents, and costs taxed at Twenty seven dollars thirty seven cents, as. appears of record. whereof Execution remains to be done

We command you therefore. that of the Goods. Chattels or Lands of the said Debtor in your precinct. you cause to be levied and paid to the said Creditor. the aforesaid sums with lawful interest thereon and seventeen cents more for this writ, and your own fees

And make return of this writ. with your doings thereon. to said Court to be holden at Amhest in said County. upon the Third Tuesday of April next.

Witness. John A. Gilchrist. Esquire. the sixth day of November A. D. 1848.

P. Dodge Clerk

Judgment Nov. 4th 1848.

Merrimack ss. December 2. 1848. I have taken all the right in equity which the within named debtor had on the thirteenth day of July 1847. at ten minutes after two o clock in the morning when the said premises were attached on the original writ in this suit. to redeem certain mortgaged Real Estate situate in Hooksett in said County. bounded and described as follows to wit. Beginning at the Northeasterly corner of the homestead farm of the within named debtor at the highway leading from Candia to Martins Ferry. thence Easterly by land of John Calif and others to John Kimballs land. thence southerly by said John Kimballs Land to Jesse Kimballs Land thence westerly by said Jesse's land to John Davis's Land. thence southerly by said Davis & Jesse Kimballs Land to Abert Martins Land thence westerly by said Martins land to Charles Lawrences Land. thence Northerly by said Lawrences Land to the highway aforesaid, thence easterly by said highway to the place of Beginning. Also one other tract of land situate in said Hooksett bounded southerly by the aforesaid highway. Westerly by land of Daniel S. Martin & Charles Lawrence Northerly by land of said Lawrence & Stephen Kimball and Easterly by land of Samuel Melvin containing about forty acres. Also one other tract of land situate in said Hooksett and bounded Westerly by John Kimballs Land. Northerly by land of William Plummer and others and Easterly and southerly by Jesse Kimballs Land containing about twenty four acres the same being subject to mortgages made by said debtor to sundry

Continued

persons to secure the payment of the following notes and interest on the same. one note dated October 14. 1845 to Jeremiah H. Wilkins for $400.00 " " " May 15. 1846 " Jeremiah H. Wilkins & signed by Ed. Kimball. John Kimball & Samuel Melvin for $500.00
one note dated June 22. 1847. to John. Kenney " " 525.00
" " " July 10. 1847. " George Porter & al " " 269.36
" " " Sept 15. 1846 " Hannah A. Currier " " 200.00
" " " March 20. 1847 " James Hall " 300.00
and on the same day I left at the last and usual place of abode of the said debtor in said Hooksett a notice in writing that the said right in equity would be sold at public auction at the dwelling house of the said debtor in said Hooksett on the fifth day of January 1849 at eleven o clock in the forenoon and posted like notices at the inn of Edwin. E. Goodall and at the Post Office two of the most public places in said Town of Hooksett in which said property is situate and on the said fifth day of January I adjourned the said sale to the fifteenth day of the same January at the same place at twelve o clock noon and on the same day gave notice thereof by posting up notices at the said inn of Edwin E. Goodall and at the Post. Office aforesaid being two of the most public places in said Hooksett and on the said fifteenth day of January 1849 I sold the said right in equity at the time and place appointed as aforesaid at public auction to Joshua Stetson of Boston he being the highest bidder. for the sum of one hundred dollars and made and delivered to him a deed of said right in the form prescribed by law. and I have applied the said sum of one hundred dollars, after deducting my fees and charges of sale. (amounting in the whole to eighteen dollars eight cents) in part satisfaction of this execution to wit: for the sum of eighty one dollars ninety two cents.

Fees

Joseph M. Rowell D. Sheriff

Service	23
Travel	35
Poundage	2.25
Sending to Concord to examine Record	1.00
Paid Register for copy &c	.75
Advertising	3.00
Notifying debtor	2.00
Adjourning sale & giving notice	2.25
Selling &c	2.00
Making deed &c	1.00
Carry Execution to Registers office and returning it to court	2.00
Paid Register for Recording	1.25
	$18.08

Received and Recorded March 21. 1849.
Examined George Jones Register

398

399)

207.

Nesmith & Pike

Green v Sanborn Exon. March T. 1849

The State of New-Hampshire

LS.

Merrimack ss. To the Sheriff of any county or his deputy.

Whereas Ann S. Green of Franklin in said County Widow by the consideration of our justices of our court of common pleas holden at Concord. in said County of Merrimack. on the second Tuesday of October Anno Domini. 1848. recovered judgment against Joseph Sanborn of said Franklin yeoman otherwise called John Sanborn Senior of said Franklin yeoman for the sum of two hundred and thirteen dollars sixty one cents, and costs taxed at twelve dollars ninety cents as appears of record. whereof execution remains to be done

213.61
12.90
226.51
17

We command you therefore that of the goods. chattels or lands of the said debtor in your precinct. you cause to be levied and paid to the said creditor. the aforesaid sums. with lawful interest thereon and 17 cents more for this writ, and your own fees

And make return of this writ. with your doings thereon to said court. to be holden at Concord, in said county upon the fourth Tuesday of March next.

Witness. John S. Gilchrist Esquire the 23d day of October Anno Domini. 1848

N. B. Baker Clerk

Judgment rendered Oct 21. 1848

1848 Nov 20. Merrimack ss Personally appeared Ebenezer Morrison. Ezra Austin and John S. Jewett and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this Execution

Before

Austin F. Pike Jus of Peace

We the subscribers having carefully examined a tract of land shewn to us as the estate of the within named debtor situated in said Franklin and bounded as follows.

Beginning on the west side of highway passing the dwelling house of Charles J. Wadleigh on the south side of said Charles land at stake and stones. thence westerly on said Charles land sixty two rods to the Pemigewasset river thence southerly down said river seventy five rods to a stake and stones, and tree spotted. thence north eighty seven degrees east forty three rods. to a white pine tree spotted on the west side of said highway. thence northerly on said highway eighty rods to the first bound containing twenty and one fourth acres. and appraised the same at its just value. do. upon our oaths say that the same tract of land is of the value of two hundred forty three dollars sixty three cents and no more and we have set of the same land by metes and bounds as aforesaid. in satisfaction of the within execution

Franklin March 24. 1849

Ezra Austin
John S. Jewell
Ebenr. Morrison

Continued

Merrimack ss March 24th 1849 By direction of the creditor within named I have esclen ded this execution upon the track of land above described in manner fullowing to wit. I caused three appraisers to be appointed that is to say Ebenezer Morrison by the creditor within named Ezra Austin by the debtor within named and John S. Jewell by myself the said Ebenezer Morrison, Ezra Austin and John S. Jewell being all discreet and disinterested men resident in the county who being duly sworn by a justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor upon their oathe said that the above described tract of land shown them as the estate of the said debtor was of the value of two hundred forty three dollars sixty three cents and nos more and the said appraisers set of the same land by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees and I have delivered seizen and possession of the said track of land to the said creditor I therefon return this execution satisfied in full

Service	,23
Travel	,20
Poundage	2.32
Journ & set off	2,00
Recording &c	2.50
Pd appraisers	2.00
Pd surveyor	1.00
	$11.25

Daniel Osgood Dept Sheriff

March 24th 1849. I this day receive a seizen & possession of the above described track of land of Daniel Osgood Dept Sheriff.

Ann L. Green
By her attys
Nesmith & Pike

Received and Recorded March 27. 1849
Examined George Jones Recorder

400

401 189 Nesmith & Pike

Lyford v Merrill Excon Mar T. 1849

The State of New Hampshire

Merrimack Ss.

To the Sheriff of any County or his deputy

Whereas Esther Lyford of Franklin in said County Widow by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack. on the second Tuesday of October Anno Domini 1848 recovered judgment against Caleb Merrill of said Franklin. Esquire for the sum of one thousand one hundred and two dollars fifty five cents and costs taxed at twelve dollars seventy cents as appears of record, whereof execution remains to be done We command you therefore that of the goods. chattels, or lands of the said debtor in your precinct. you cause to be levied and paid to the said creditor. the aforesaid sums with lawful interest thereon and 17 cents more for this writ, and your own fees.

1102.55
12.70
1115.25
17
1115.42

And make return of this writ with your doings thereon. to said court. to be holden at Concord in said county. upon the fourth Tuesday of March next.

Witness John S. Gilchrist. Esquire. the 23d day of October Anno Domini. 1848

N. B. Baker Clerk

Judgment rendered Oct 21. 1848.

Merrimack ss. Nov. 16th 1848. then James Clark. Henry Burley and Stephen Kimick. personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me

Austin F. Pike. Jus. of. Peace

We the subscribers having carefully examined the tract of land in said Franklin bounded as follows beginning on the East Side of the highway leading to the Republican Bridge at the North west corner of land of the Proprietors of said bridge thence easterly on land of said Proprietors of said Bridge Eight & half rods to the Pemigewasett river, thence upsaid river four rods and Twenty links to land owned by Daniel Osgood thence westerly on said Osgoods land Ten rods Twenty links to said highway thence. Easterly on said Highway to the first mentioned bound. containing about fifty square rods, shown to us, as the estate of said debtor the said Debtor holding one undivided half part thereof in common with others and also a life estate in the remaining one half do upon our oaths say that the undivided half part of said land together with the Debtors life estate in the other one half is of the value of Three hundred & Seventy five dollars and no more. we have further carefully examined another tract of land situate in Franklin bounded as follows beginning on the east side of the highway at the Northwest corner of Isaac N. Hunkins lot thence southerly on said Hunkins land Twelve rods to a Poplar Tree on the bank

Continued

of the river Pemigewasselt. thence down said river fifty five rods to the southeast corner of Joseph Browns House lot. thence northerly on said Browns land Twelve rods to the N.East corner of said Browns land. thence westerly on said Browns land to the said Highway six and half rods. thence northerly on said Highway sixteen rods and Ten links to the N. West corner of Jonathan Georges land. thence southerly on said Georges land six rods to stake and stones thence easterly on said Georges land six rods to stake and stones thence westerly on said Georges land six rods to stake and stones on said Highway. thence northerly on said Highway Thirty six rods & 21 links to the first mentioned bound containing about four acres shewn to us as the estate of said Debtor the said Debtor holding one undivided half part in common with others and also a life estate in the other half part do upon our oaths say that the one undivided half part of the said tract of land together with the debtors life estate in the other one half part of said tract of land is of the value of Two hundred and Twenty five Dollars and no more. We have further carefully examined another tract of land in said Franklin bounded as follows beginning on the east side of the Highway near the House of Esther Lyford at a post marked thence easterly on land as dowers of said Esther Lyford. Thirty two rods to the Pemigewasselt river. thence the said river about fifty rods to a spotted oak on the bank. thence westerly on the north line of land leased to the Widows Rebecca Peabody nine rods to said highway thence southerly on said highway Thirty nine rods sixteen links to the first mentioned bound containing about five acres. reserving all the buildings on said tract of land to the owners thereof shewn to us as the estate of said Debtor the said debtor holding one undivided half part thereof in common with others. and also a life estate in the other half thereof subject to two leases on a part of said tract of land one to Rebecca Peabody for about nine years. and one to Aaron F. Perry and assigned by him to George W. Nesmith for the term of about eight years. do upon our oaths say that the one undivided half part of said tract of land together with the life estate of said debtor in the same and the rents accruing to the said debtor from the aforesaid leases for the terms thereof are of the value of Five hundred and seventy one dollars and no more. and we have set off said one undivided half part of the aforesaid three several tracts of land with the life estate of said debtor in the same together with the rents accruing to said debtor in the aforesaid leases to the creditor in full satisfaction of this Execution and the fees and and charges for levying the same

Franklin March 23. 1849.

James Clark
Henry Burley
Stephen Kenrick

402

Continued

Merrimack ss March 23rd 1849

By direction of the creditor within named I have extended this execution upon one undivided half part of the tracts of land above described in manner following to wit I caused three appraisers to be appointed that is to say Stephen Kenrick by the creditor within named and Henry Burley by myself the said Stephen Kenrick James Clark by the debtor within named and Henry Burley by myself the said Stephen Kenrick James Clark and Henry Burley being all discreet and disinterested men resident in the county who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor upon their oaths said that one undivided half of the above described tracts of land and the life estate of the within debtor in the one undivided half of the above described tracts of land together with the two leases on one of the above described tracts of land was of the value of Eleven hundred Seventy one dollars and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees and I have delivered seizen and possession of the said tracts of land to the said creditor I therefore return this execution satisfied in full

Levy	2 3
Travel	5
Poundage	5. 57
Trouble ap	2. 00
Pd Justice	.50
Pd appraisers	9. 50
" Surveyor	1. 50
Recording &c	4. 00

Daniel Osgood Dept Sheriff

March 23~1849.

I this day received seizen and possession of the above described tracts of land by Daniel Osgood D. Sheriff

Esther Lyford
Byher attys
Dearmith & Pike

Received and Recorded March 27, 1849
Examined George Jones Recorder

Nesmith v Merrill Exon March T. 1849

L.S.

The State of New Hampshire

Merrimack, ss. To the Sheriff of any county or his deputy

Whereas George W. Nesmith of Franklin in said County Esquire by the consideration of our justices of our court of common pleas holden at Concord in said County of Merrimack. on the second Tuesday of October Anno Domini. 1848 recovered judgment against Caleb Merrill of said Franklin Esquire for the sum of two thousand one hundred & twenty six dollars ninety three cents. and costs taxed at twelve dollars thirty three cents as appear of record. whereof execution remains to be done:

2126. 93
12. 33
2139. 26
1 7
2139. 33

We command you therefore. that of the goods. chattels or lands of the said debtor in your precinct. you cause to be levied and paid to the said creditor, the aforesaid sums. with lawful interest thereon and 17 cents more for this writ; and our own fees.

And make return of this writ. with your doings thereon. to said court to be holden at Concord. in said county. upon the fourth Tuesday of March next

Witness John S. Gilchrist. Esquire. the 23d day of October Anno Domini 1848.

N. B. Baker Clerk

Judgment rendered Oct 21. 1848

Amt of Execution 1341.20
Int. 418.90
$1760.10
Second note 165. 00
Int 16. 50
1941.60
Deduct amt of C Merrill 107.66
$1833.94
Add Capt Evans note 185. 23
$2019.17
Cost 12. 33
17
2031.67
Nov 14. 1848 39.00 Int.
2070.67

Merrimack ss. Nov 16th 1848. then James Clark Henry Burley and Stephen Kenrick personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this Execution

Before me
Austin F. Pike Jus of Peace

2070. 67
20. 34 fees
2091. 21
20 52. 50
$36. 71 amt of sale

Rect of Caleb Merrill one hundred and seventy Dollars and sixty six Cents in part Bal of settlement of accts
Geo. W. Nesmith

Merrimack ss. February 13th. 1849. I gave to the said debtor on the 14th day of November 1848. a printed notice that all the right he had in fifty six shares in the Republican Bridge would be sold at public auction at the Store of Clark & Knowlton at Franklin in said County on the 1st day of January 1849 at 10 o clock in the forenoon and on the same day I posted up notices of said sale at the Store of Clark & Knowlton and at the store of John B. Mest being public places in said town of Franklin and at a store of B. F. Scribner in Andover and at the store of J. W. Sweatt in Northfield being public places in two towns in said county adjoining said town of Franklin and on said 1st day of January 1849. I adjourned said sale to the 9th Inst and on said 9th day I adjourned said sale

404

Continued

to the 18th Inst and on said 18th day I adjourned said sale to the 27th Inst and on said 27th day I adjourned said sale to February 5th and on said 5th day I adjourned said sale to February 13th Inst at one o clock P.M. and on said 13th day of February I sold 27 of said shares taken as aforesaid at the time and place mentioned in said notice at public auction to the highest bidders for the sum of $1350.00. Five of said shares were sold to Kendal O. Peabody at $50.00 per Share five shares were sold to Stephen Kenrick at $50.00 per share. ten of said shares were sold to George W. Nesmith at $50.00 per share five of said shares were sold to James L. Peabody at $50.00 per share and two of said shares were sold to Austin F. Pike at $50.00 per share amounting in all to the aforesaid sum of $1350.00 which said sum I have applied in part satisfaction of this Execution and I have therefore filed with Caleb Merrill Clerk of said Corporation an attested copy of the said Execution and of this my return thereon

Daniel Osgood Dept: Sheriff

P.S.

The above mentioned adjournments were made by request of the debtor and notices of the same were put up the above mentioned stores of Clark & Knowlton & John B. West and notices of the same handed to the debtor

D. Osgood D. Sheriff

Merrimack ss, February 13th 1849

I have taken all the right which the within named debtor had on the 31st day of January 1848 when the said premises were attached on the original writ in this writ in this suit to redeem a certain tract of land situated in Franklin and bounded on the west by the river road on the north by land of Daniel N. Haley on the east by Pemigewasset River on the south by the gulph near the garden occupied Elkanah F. Bean also his right in the upper saw mill and privilege & house adjacent and belonging to the same, bounded on all sides by land of John Hancock and George W. Nesmith also all his right and interest in the reversion of the dower of Esther Lyford of Franklin of all lands and privileges situated in Franklin village including the lower saw-mill and grist mill and land and privileges to to the same belonging and the Store and the lands occupied by James Colburn the dwelling house and land occupied by Mr Webster and the house and land occupied by Moses Burbank and the land and buildings occupied by said Esther Lyford adjoining land of the Northern Railroad and George W. Nesmith and Stephen Kenrick meaning to include all the lands assigned to said Esther as her dower by Parker Noyes. Joshua Fifield and Kendal O. Peabody it being understood that the interest of said Caleb Merrill is one undivided half in fee and in tenant by the courtesy of the whole premises the same being subject to a Mortgage made by said debtor to one Benjamin F. Eastman dated the 16th day of August 1837 to secure the payment of certain promissory

Continued

notes dated the 16th day of August 1834 the first note for $529.98 in 18 months from date with interest annually the second note $529.98 payable in two years from date. Interest annually the third note $529.98. payable in three years from date and interest annually the fourth note $529.98 payable in four years from date with interest annually the fifth note $1666.66. payable in one year after the decease of Esther Eastman with interest on same annually the sixth note for $500.00 payable in one year after the decease of said Esther Eastman with interest from the day of her decease agreeable to the tenor of said notes —

Also the land, dwelling house and buildings where the said Caleb Merrill now resides in Franklin village: also one undivided half part of lot No 44 adjoining the lands of Mrs. Esther Lyford in said Franklin the same being subject to a mortgage made by said debtor to one Benjamin F. Eastman dated September 20th 1841 to secure the payment of certain promissory notes dated September 20th. 1841 the first note of $850.00 payable in one year with interest annually the second note for $850.00 payable in two years with interest annually.

and on the 18th day of November 1848. I gave the said debtor a printed notice that the said right in equity would be sold would be sold at public auction at the store of Clark & Knowlton in Franklin in said County on the first day of January 1849 at 10 o'clock in the forenoon and posted up like notices at the Store of Clark & Knowlton and at the store of John B. West two of the most public places in said town of Franklin in which the said property is situated and on the said 1st day of January 1849 by the request of said debtor I adjourned said sale to to the 9th Inst at 10 o'clock in the forenoon and on the said 9th day by the request of the said debtor I adjourned said sale to the 18th Inst. at one o'clock P. M and on the said 18th Inst by the request of said debtor I adjourned said sale to the 27th Inst at one o'clock P.M and on the said 27th Inst by the request of said debtor I adjourned said sale to the 5th day of February at one o'clock P.M. and on the said 5th day of February 1849 by the request of said debtor I adjourned said sale to the 13th day of February 1849. at one o'clock P.M. I put up notices of the above adjournments at the above mentioned stores of Clark & Knowlton and John B. West and gave to the debtor like notices of the said adjournments and on the said 13th day of February 1849 I sold the said right in equity at the time and place appointed as aforesaid at public auction on the first mentioned mortgage to George W. Nesmith he being the highest bidder for the sum of $437.50 and on the second mentioned mortgage I sold the said right in equity Esther Lyford she being the highest bidder for the sum of $265.00 and made and delivered to each of the above named George W. Nesmith and Esther Lyford deed of said rights in equity in the form prescribed by law and I have applied the said sum of 702.50 after deducting my fees and the charges of sale in part satisfaction of said execution to wit for the sum of $681.91.

406

Continued

Fees

Levy	23
Travel	5
Poundage	10.69
5 adjournments	2.50
Pd for advertisements	2,12
Sale & putting advertisements	3,00
Pd for Copy of Mortgages	1.00
Pd for Copy of Widows set off	1.00
	$20 59

Daniel Osgood Dept Sheriff

We the subscribers, have carefully examined a tract of land situate in Franklin bounded as follows. beginning at a hemlock tree standing on the east side of the Pemigewasett River at the North West corner of land of the said George W. Nesmith thence easterly on the north line of said W. Nesmiths land sixty seven rods to a white oak tree. thence northerly on land of Joseph Sanborn & about twenty rods to said river thence down said river about eighty rods to the first bound containing about four acres, shown to us as the estate of said debtor the said debtor holding the one undivided half part thereof in common with others, and a life estate in the other undivided half part of the same. do upon our oaths say that the one undivided half part of the same tract of land together with the debtors life estate in the other undivided half part of the same, is of the value of forty severa dollars, and twenty one cents and no more. and we have set of the one undivided half part thereof and the debtors life estate in the other undivided half part of the same to the said creditor in full satisfaction of the balance of this execution and the fees and charges of levying the same

Franklin March 24. 1849.

James Clark
Henry Burley
Stephen Kenrick

Merrimack ss. March 24th 1849.

By direction of the creditor within named I have extended this execution upon one undivided half part of the tract of land above described in manner following to wit I caused three appraisers to be appointed that is to say Stephen Kenrick by the creditor within named James Clark ~~[illegible]~~ by the debtor within named and Henry Burley by myself the said Stephen Kenrick, James Clark and Henry Burley being all discreet and disinterested men resident in the county who being duly sworn by a justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor upon their oaths said that one undivided half part of the above described tract of land shown them as the estate of the within ~~debtor~~ and the life estate of the within debtor in the one undivided half of the above described tract of land was of the value of forty seven dollars and twenty one cents and no more and the said appraisers set off

Continued

the same land by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees and I have delivered seizin and possession of the said tract of ~~to the said tract of~~ to the said creditor I therefore return this execution satisfied in full

Recording &c	$ 2.50
Trouble &c	3.00
Pd appraisers	3.00
	8.50

Daniel Osgood Dept Sheriff

March 24. 1849 I this day received seizen and possession of the above described tract of land by Daniel Osgood Deputy Sheriff

George W. Nesmith

Received and Recorded March 27. 1849 -
Exam^d George Jones Register

409 196 Nesmith & Pike

Chase v Merrill Exon March T. 1849.

SS.

The State of New-Hampshire

Merrimack, ss.

To the Sheriff of any county or his deputy

Whereas

Thomas Chase of Northfield in said county. Esquire by the consideration of our justices of our court of common pleas holden at Concord in said county of Merrimack, on the second Tuesday of October Anno Domini 1848, recovered judgment against Caleb Merrill of Franklin in said county. Esquire for the sum of three hundred ... and twenty eight dollars, fonty nine cents and costs taxed at twelve dollars, seventy cents as appears of record whereof execution remains to be done

328.49
12.70
341.19
17
341.36

We command you therefore. that of the goods. chattels or lands of the said debtor in your precinct. you cause to be levied and paid to the said creditor. the aforesaid sums. with lawful interest thereon and 17 cents more for this writ. and your own fees

And make return of this writ with your doings thereon. to said court to be holden at Concord in said County. upon the fourth Tuesday of March next next.

Witness, John J. Gilchrist. Esquire. the 23d day of October Anno Domini. 1848

N. B. Baker Clerk

Judgment rendered Oct 21. 1848

Merrimack ss. Nov 16th 1848 Then James Clark Henry Burley and Stephen Kenrick personally appeare and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me

Austin F. Pike

Just of Peace

We the subscribers having carefully examined a tract of land situate in Franklin in said county bounded as follows beginning on the east side of the highway at the southwest corner of the Franklin meeting house lott thence southerly on the east side of said highway Twenty Rode 19 links to a stake & stones thence north 79 degree East about ten and half rods to a stake and stones on the west bank of the Pemigewasset River. thence northerly on said river about Thirty three rods to a small oak spotted at the south east corner of land of the Proprietors of the Republican Bridge thence north 89 Degrees west on land of said Proprietors about five and half rods, to the land owned by Mrs Eliza Bailey thence south on said Baileys land about one rod to the southeast corner of said Baileys land. thence easterly on the north line of the School house lott about one rod to stake and stones, thence southerly said school house lott about three rods, to stake and stones on the north line of said meeting house lot. thence north 79 degrees East Two rods & 15 links

Continued

to the north east corner of paid meeting house lot to a stake and stones thence south eleven degrees east Eight rods to a stake & stones at the South east corner of paid meeting house lott thence South seventy nine degrees west eight rods to the first bound containing about Two acres, shewn to us as the estate of paid debtor. the paid Debtor holding one undivided half part thereof in common with others. do upon our oathes. say that one undivided half part of the same tract of land is of the value of Three hundred dollars and seventy three cents and no more. and we the subscribers have further examined the other undivided half of paid tract of Land in which the paid debtor holds by courtesy a life estate and do upon our oathes say that the rent or the income of paid undivided moiety is of the value of sixty dollars and no more. and we have set off to the said creditor the paid one undivided half of said lott and also his life estate in the other half of paid lott to the creditor in full satisfaction of this execution and the fees and charges of levying same

Franklin March 23. 1849.

James Clark
Henry Burley
Stephen Kenrick

Merrimack ss. March 23rd 1849

By direction of the creditor within named I have extended this execution upon one undivided half part of the tract of land above described in manner following to wit I caused three appraisers to be appointed that is to say Stephen Kenrick by the creditor within named. James Clark by the debtor within named and Henry Burley by myself the said Stephen Kenrick. James Clark and Henry Burley being all discreet and disinterested men resident in the county who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should shown them as the estate of the debtor upon their oaths said that one half part of the above described tract of land shown them as the estate of the said debtor was of the value of three hundred dollars and seventy three cents and no more and in the other one undivided half the debtor holding by courtesy a life estate do upon our oaths say that the rent or income of said undivided moiety is of the value of sixty dollars and no more and the said appraisers set off the same land by metes and bounds as aforesaid at those sums in satisfaction of this execution and my fees and I have delivered seizen and possession of the said tract of land to the said creditor I therefore return this execution fully satisfied

Service	23	
Travel	5	
Poundage	1.70	
Trouble set off	2.00	
Pd Justice	50	
Pd appraisers	3.00	
Pd surveyor	75	
Recording &c	2.50	$10.73

Daniel Osgood Dept Sheriff

March 23. 1849 I this day received seizen and possession of the above described tract of land by Daniel Osgood. Deputy Sheriff

Thomas Chase by his attys Nesmith & Pike

Received and Recorded March 27. 1849

Examined George Jones Register

410

411 169. {1637} Butterfield

Greenough & Co v Shepard Ceon March T. 1849.

The State of New-Hampshire

Merrimack. ss To the Sheriff of any county or his deputy

Whereas Albridge F. Greenough of Salisbury in said county, attorney at law and Frederick W. Greenough of Andover in said county trader, jointly negotiating in trade under the firm of E. F. & F. W. Greenough & Co by the consideration of our justices of our justices of our court of Common pleas holden at Concord in said County of Merrimack, on the second Tuesday of October Anno Domini 1848 recovered judgment against Benjamin F. Shepard of Wilmot in said county, trader for the sum of two hundred & forty three dollars thirty

243.30
17.65

cents, and costs taxed at seventeen dollars sixty five cents as appears of record whereof execution remains to be done

260.95
1ty

We command you therefore that of the goods, chattels or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor the aforesaid sums, with lawful interest thereon and 1 ty cents more for this writ and your fees.

And make return of this writ with your doings thereon ... to said court, to be holden at Concord, in said county, upon the fourth Tuesday of March next.

Witness John L. Gilchrist, Esquire, the 23d day of October Anno Domini 1848

N. B. Baker clerk

Judgment rendered October 21. 1848

Merrimack ss. November 18th 1848 I have taken all the right in equity of the within named debtor to redeem certain tracts of land situated in the towns of Wilmot and New-London in said county of Merrimack: one tract situated in Wilmot and bounded on the west by land of Nathan Phelps South by land of B.F. Shepard on the east by land of Simon Greeley and the wid. Sarah Batchelder and on the north by the highway leading from New London to Andover by Wilmot Flat, containing, by estimation, three acres more or less. Also six acres more or less situated in Wilmot aforesaid, bounded North by land of William Pillsbury, Easterly by land of William Mowry 2nd, South & West by land of S. G. Hill. Also one other tract of land situated in Wilmot aforesaid containing about twenty acres bounded on the north by land of James Rowe and B.F. Shepard Nathan Phelps and Gideon Wilkins. South by land of Timothy Emery and Otis Jones East by the highway leading from Wilmot Flat to Cass hill so called and West by land of John Phelps & also one other piece of land with buildings thereon in said Wilmot and bounded on the west by land of Otis Jones, and the river on the north and east by land of Gershom Durgin and Simon Greeley. Jesse Cross and Lydia Atwood, south by the highway leading from Andover to New London through Wilmot Flat containing about two acres. And one tract of land in New London in said County bounded on the East by land of Levi Pillsbury, on the south by land of Charles French west by the heirs of Green French and Wm Mowry 2nd on the

Continued

north by the highway leading from New London to Wilmot Flat. The first two described tracts being subject to a mortgage made by said debtor to R.E. Pecker and B. F. Scribner of the firm of Pecker & Scribner doing business at Andover dated the fifteenth day of December in the year Eighteen hundred and forty seven to secure the payment of a note of four hundred Dollars on demand and interest. Three last named tracts and building being subject to a mortgage made by said debtor to Otis Jones and Simon Greeley dated the sixteenth day of June A. D. 1845 to secure the amount of eight hundred and twenty five to indemnify the said Jones and Greeley against all loss or damage by said Jones and Greeleys signing a bond as sureties for said debtor to Ebenezer Shepard for the support and maintainance of said Ebenezer and his wife Sarah Shepherd and on the same day I gave to the said debtor a notice in writing. That the said right in equity would be sold at public auction at the store of Jones & Eames in Wilmot in said County on the twenty third day of December A.D. 1848 at one of the clock P. M. and posted up like notices at the store of Merrill Bros being two of the most publick places in said town of Wilmot. Also I posted up like notices at the store of Philips Messer & Colby and the store of I. M. Hayes being two of the most public places in the town of New London. and the most public places in the towns in which said property is situated. and on the said twenty third day of December A.D. 1848. I sold the said right in equity as aforesaid at public auction To Otis Jones the two first tracts of land for the sum of twelve and a half cents he being the highest bidder and I sold the right in equity in the other three tracts of land at the time and place aforesaid to B.F. Shepher for the sum of twenty five cents he being the highest bidder. And I made and delivered to them deeds of said rights in equity in form prescribed by law. and I have applied the twelve and and one half cents and the sum of twenty five cents being the avails of said right in equity to satisfy in part this execution

Fees

Service	2 3
Travel	5
Advertising & Selling	2.50
	$2.78

Nathan Phelps Deputy Sheriff

Received and Recorded March 28. 1849
Examined George Jones
Register

412

413.

Chapman

Exn. Watson & Taylor vs Abram Putnam May 1849.

405.65
11.75
417.40
.17

The State of New-Hampshire,
Grafton, ss To the Sheriff of any County in this State. or his Deputy

(L.S.) Whereas Daniel L Watson and John P. Taylor both of Danbury in said County. Partners in trade doing business under the firm of Watson & Taylor. by the consideration of our Justices of our Court of Common Pleas, holden at Plymouth in said County of Grafton. on the third Tuesday of November Anno Domini. 1848 recovered judgment against Abram Putnam of Danbury in said County Yeoman for the sum of four hundred & five dollars and sixty five cents and costs taxed at eleven dollars and seventy five cents as appears of record: whereof Execution remains to be done —

We command you therefore that of the goods. chattels or lands of the said debtor in your precinct. you cause to be levied and paid to the said creditor the aforesaid sums with lawful interest thereon and seventeen cents more for this writ, and your own fees.

And make return of this writ with your doings thereon to said court to be holden at Plymouth in said County of Grafton upon the second Tuesday of May next.

Witness John James Gilchrist Esquire. the first day of December Anno Domini 1848.

J D Sleeper Clerk

Merrimack ss December 16. 1848. I have taken all the right in Equity of the within named debtor to redeem a certain tract of land situate in Wilmot in the County of Merrimack Bounded north by lands of Enoch T. Dudley & Edmund Bean on the west by land of John Matthews on the south by land of Benjamin C. Kenison and on the east by lands of Mr Sawyer & being a part of lot No 42 in the fourth division of lots in said Town & Containing about fifty acres — more or less — the same being subject to a mortgage made by said debtor to one William Wescott dated October 20 1841 and on the same day I gave to the said debtor a notice in writing that the said right in equity would be sold at Publick auction at the house of Stephen Browns in Wilmot in said County on the 25 day of January 1849 at ten o clock A.M. and posted up like notices at the store of Merrill Bros and at the Meeting House two of the most public places in said Town of Wilmot in which the said property is situate and on the said 25 day of January 1849 I sold the said right in equity at the time & place appointed as aforesaid at publick auction to the within named Watson & Taylor they being the highest bidders for the sum of three hundred dollars & made & delivered to them a deed of said right in equity in the form prescribed by law & I have applied the said sum of two hundred & eighty seven dollars after deducting my fees and charges of sale in part satisfaction of said execution to wit for the sum of two hundred & eighty seven dollars and no ne—

Continued

Sr	23
Travel	10
Poundage	4.27
ad selling	4.00
Clerk	2.00
Deed & Rundy	1.00
Paid Register	1.00
	13.00

A. Quimby D. Sheriff

Recd of A. Quimby. D. Sheriff the avails of the above sale of equity of redemption
Jany 25. 1849.

Watson & Taylor

Received and Recorded May 5. 1849
Examined Geo. Jones Register

Execution M. C. Cutchins v Aaron Lovering

The State of New-Hampshire

Merrimack ss. To the Sheriff of the County of Merrimack or his Deputy or to any Constable of any Town in said County.

(LS) Whereas Moses C. Cutchins of Concord in said County Gunsmith on the fourteenth day of April A.D. 1849. before me Geo B. Johnston Esquire. a Justice of the Peace for the County of Merrimack aforesaid. recovered judgment against Aaron Lovering of London in said County. Yeoman for the sum of twelve dollars debt or damage and costs taxed at five dollars and sixty three cents as to us appears of record. whereof execution remains to be done:

Debt	12 00
Costs	5 63
Execution	17
	$17,80

We command you therefore, that of the goods chattels or lands of the said debtor in your precinct. you cause to be levied and paid to the said creditor the aforesaid sums. with lawful interest thereon; and seventeen cents more for this writ; and your own fees.

And make return of this writ with your doings thereon. to said Justice. within sixty days from the date hereof

Dated the twenty seventh day of April A.D. 1849

Geo B. Johnston Justice of the Peace

The State of New-Hampshire Merrimack ss. London. May 5 A.D. 1849. Then Samuel Neal. Benj^a F. Neal and Charles E. Emery personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor. to satisfy this execution Before me N. B. Stevens Justice of the Peace

We the subscribers. having carefully examined a lot of land with the buildings thereon standing situate in London in said County and laying on the "Old Shaker road" so called and bounded as follows. Beginning on said road. and on the corner of land of Benjamin F. Neal. running westerly on said Neals land eight rods - thence southerly on said Neals Land ten rods - thence easterly on said Neals land eight rods to said road - thence on said road to first mentioned bound shewn to us as the estate of the said debtor. do upon our oaths. say that in our judgment the said real estate cannot be divided and set off by meets and bounds without greatly impairing the value of the whole - and that the said real estate is of the value of twenty five dollars and no more. and that four fifths of said real estate is of the value of twenty dollars, and no more - and we have therefore set off to the said creditor four undivided fifths of said real estate in full satisfaction of this execution and the fees and charges of serving the same

Dated the fifth Day of May A.D. 1849.

Signed { Samuel Neal
Benjamin F. Neal
Chas E. Emery

Continued

Merrimack ss May 5. A. D. 1849 By the direction of the creditor within named I have extended this execution upon the tract of land with the buildings thereon above described, in manner following - to wit. I caused three appraisers to be appointed that is to say, Samuel Neal appointed by myself. Benjamin F. Neal appointed by the creditor. and Charles E. Emery appointed by me for the debtor - the said debtor having been notified and requested to appoint an appraiser and having refused and neglected to appoint any - the said Samuel Neal Benjamin F. Neal and Charles E Emery, being all disereet and disinterested men, resident in the said county - who being duly sworn by a justice of the peace impartially to appraise such real estate as should be shown them as the estate of the said debtor, upon their oaths said that the above described tract of land with the buildings thereon shewn them as the estate of the said debtor, was of the value of twenty five dollars. and no more. that in their judgment the said real estate cannot be divided and setoff by metes and bounds without greatly impairing the value of the whole - and that four fifths of said real estate is of the value of twenty dollars and no more - and the said appraisers set off to the said creditor four undivided fifths of said real estate as aforesaid at that sum in full satisfaction of this execution and my fees and I have delivered seizen and possession of the said estate to the said creditor I therefore return this execution satisfied in full

Debt	12 00
Costs	5.63
Execution	.17
Paid Justice	.17
Appraisers & Recorder	2 03
	$20.00

L Coolidge D. Shff

Merrimack ss. June 13th A.D. 1849 I have caused the within named Moses G Cutchins to have full possession of the premises within described as within commanded

L Coolidge D Shff

Merrimack ss June 13th A.D. 1849, I this day received seizen and possession of the above described tract of land by L. Coolidge Deputy Sheriff -

Moses. G. Cutchins
by his atty
W. B. Stevens

Received and Recorded June 18. 1849
Examined George Lowes Regr

416

417

Execution S. M. Cate v Aaron Lovering

The State of New-Hampshire

Merrimack ss.— To the sheriff of the County of Merrimack or his deputy or to any constable of any Town in said County.

(L.S.) Whereas Shedrack M. Cate of London in said County, Physician on the thirtieth day of April A.D. 1849. before me Oreserved Robinson Esquire, a Justice of the Peace for the County of Merrimack aforesaid, recovered judgment against— Aaron Lovering of said London Yeoman for the sum of eleven dollars debt or damage and costs taxed at six dollars and sixty five cents as to us appears of Record whereof execution remains to be done

Debt	11.	00
Costs	6.	65
Execution		17
	17	82

We command you therefore that of the goods chattels, or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor the aforesaid sums with lawful interest thereon; and seventeen cents more for this writ and your own fees. And make return of this writ, with your doings thereon to said Justice, within sixty days from the date hereof —

Dated the first day of May A.D. 1849.

Oreserved Robinson Justice of the Peace

The State of New-Hampshire Merrimack ss.— London May 5. 1849 Then Samuel Neal, Benjamin F. Neal and Charles E. Emery personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named debtor, to satisfy this execution Before me H. B. Stevens Justice of the Peace

We the subscribers, having carefully examined a lot of land with the buildings thereon standing, situate in London in said County and laying on the "Old Shaker road" so called and bounded as follows— Beginning on said road, and on the corner of land of Benjamin F. Neal, running westerly on said Neals land eight rods - thence southerly on said Neals land ten rods - thence easterly on said Neals land eight rods to said road - thence on said road to first mentioned bound shewn to us as the estate of the said debtor, do upon our oaths, say that in our judgment the said real estate cannot be divided and set off by metes and bounds without greatly impairing the value of the whole - and that the said real estate is of the value of twenty five dollars and no more, and that one fifth of said real estate is of the value of five dollars, and no more, and we have therefore set off to the said creditor one undivided fifth of said real estate in part satisfaction of this execution and the fees and charges of levying the same Dated the fifth day of May A.D. 1849

Signed { Samuel Neal
Benjamin F. Neal
Chas E. Emery

Continued

Merrimack ss, May 5. A.D. 1849. ~ By the direction of the creditor within named I have extended this execution upon the tract of land with the buildings thereon above described in manner following to wit. I caused three appraisers to be appointed, that is to say Samuel Neal appointed by myself ~ Benjamin F. Nedl appointed by the creditor, and Charles E. Emery appointed by me for the debtor ~ the said debtor having been notified and requested to appoint an appraiser and having refused and neglected to appoint any ~ the said Samuel Neal, Benjamin F. Neal and Charles E. Emery being all discreet and disinterested men resident in the said County, who being duly sworn by a justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the said debtor, upon their oaths said that the above described tract of land with the buildings thereon shewn them as the estate of the said debtor, was of the value of twenty five dollars, and no more, that in their Judgment the said real estate cannot be divided and set off by metes and bounds without greatly impairing the value of the whole, and that one fifth of said real estate is of the value of five dollars and no more ~ and the said appraisers set off to the said creditor one undivided fifth of said real estate ~~is of the value of five dollars and no more~~ as aforesaid at that sum in part satisfaction of this execution and my fees and I have delivered seizin and possession of the said estate to the said creditor ~ Wherefore I return this execution satisfied in part, to wit for the sum of one dollar and fifty cents being the residue of the said five dollars the value of said estate, after deducting my fees and charges and no more

Debt	11,00
Costs	0.55
Execution	.17
Poundage &c	3,50
	21,32

L. Coolidge D.Shff.

Merrimack Ss. June 13. A.D. 1849 I have caused the within named Shadrach M. Bate. to have full possession of the premises within described as within commanded

L. Coolidge D Shff

Merrimack ss June 13th 1849 A. this received seizen and possession of the above described tract of land by L. Coolidge Deputy Sheriff

Shadrach M. Bate
By atty -
H. B. Stevens

Received and Recorded June 18. 1849
Examined George Jones Register

418

Wheeler v Tandy Exon Oct 5. 1848

The State of New-Hampshire

Merrimack, ss.

To the Sheriff of any County or his deputy,

Whereas,

John Wheeler of Concord in said county of Merrimack. Yeoman by the consideration of our justices of our court of Common Pleas, holden at Concord, in said county of Merrimack, on the second Tuesday of October. Anno Domini. 1847. recovered judgment against David R. Tandy of said Concord. Yeoman for the sum of twenty dollars seventy six cents and costs taxed at six dollars seventy two cents as appears of record. whereof execution remains to be done:

20.76
6.72
27.48
34

We command you. therefore. that of the goods. chattels, or lands of the said debtor in your precinct. you cause to be levied and paid to the said creditor the aforesaid sums, with lawful interest thereon, and thirty four cents more for this and a former writ, and your own fees

And make return of this writ, ~~and your own fees~~, with your doings thereon to said court to be holden at Concord in said county. upon the second Tuesday of October next.

Witness John S. Selchist Esquire the 21st day of July Anno Domini 1848.

N.B. Baker Clerk

Judgment rendered Oct 20. 1847.

Merrimack ss. 1848 July 21st I have taken all the right in equity of the within named Debtor to redeem a certain tract of land situated in Concord on the south side of Washington Street bounded as described in mortgaged Deed from David R. Tandy to Paul Wentworth Dated June 10th 1847 and recorded in Merrimack County Records Vol 89. Page 43d the same being subject to the above described Mortgage and on the same day I left at the usal place of abode of said Tandy a notice in writing that the said right in equity would be sold at Public Auction at the Merrimack Tavern house in said Concord on the 23d day of August 1848 at one of the oclock in the afternoon and posted up like notices at said Tavern at the post Office being two of the most public places in said town of Concord in which said property is situated and on the said said 23 day adjourned the sale until the 28th day of said August 1848 at which time I sold said right in equity to John Wheeler at public auction he being the best bider for thirty six dollars and made and delivered to him a deed of said right in equity in the form prescribed by law and I have applied the said sum of thirty six dollars after deducting my fees and the charges of sale in full satisfaction of this execution

Fees

Advertising	1.00
Making Notice & service	1.00
Adjourning & making sale	2.00
Clerk fees	2.00
Service	.23
Travel	.5
Pourdage	.69
Deed and making return	1.00
Paid Register	.75

N. A. Davis Sheriff

Received and Recorded July 3. 1849. Exd George Jones Register

Roby v Sherburne Cyon Oct. T. 1849

The State of New Hampshire.

Merrimack ss.

To the Sheriff of any County or his deputy

Whereas

Luther Roby of Concord in said County of Merrimack Painter by the consideration of our justices of our court of common pleas holden at Concord in said county of Merrimack on the fourth Tuesday of March Anno Domini 1849. recovered judgment against Robert H. Sherburne of said Concord bookbinder for the sum of five hundred and eighty one dollars seventy one cents and costs taxed at thirteen dollars thirteen cents as appears on record. whereof execution remains to be done

581.71
13.13
594.84
17

We command you therefore. that of the goods chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said crediton the aforesaid sums with lawful interest thereon and 17 cents mileage for this writ. and your own fees. And make return of this writ with your doings thereon to said court to be holden at Concord in said county upon the second Tuesday of October next.

Witness John J. Gilchrist Esquire the 6th day of April Anno Domini 1849

N. B. Baker — Clerk

Judgement rendered April 4. 1849

Merrimack ss. April 30. 1849. Then Samuel Coffin Nathan Stickney and John Abbot personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named debtor. to satisfy this execution

Before me

Asa Fowler Justice of the Peace

We the subscribers having carefully examined a lot of land situated in Concord in said county bounded. beginning at the northeasterly corner of Mrs Hugh Moores house lot on Main Street thence south about seventy one degrees west by said Moores house lot eighty feet thence north eighteen and one half degrees west thirty four feet to a stake by Dr Ezra Carter's house lot, thence north seventy and one half degrees east by said Carter's house lot. eighty feet to said Main Street. thence by said Main street about thirty four feet to the place of beginning with the dwelling house standing thereon shown to us as the estate of the said debtor. do upon our oath. say that in our judgement the said real estate cannot be divided and set out by metes and bounds without greatly impairing the value of the whole. and that sixteen twenty fifth parts of said real estate is of the value of six hundred seven dollars and eighty nine cents and no more. and we have therefore set off to the said creditor sixteen twenty fifth parts of said lot and buildings in full-

420

Continued

-satisfaction of this execution and the fees and charges of levying the same.
April 30. 1849.

Saml Coffin
Nathan Stickney
John Abbot

Merrimack ss April 30. 1849.

By direction of the crediton within named I have extended this execution upon the tract of land above described in manner following. to wit. I caused three appraisers to be appointed. that is to say. Nathan Stickney by the crediton within named. John Abbot by the debton within named and Samnel Coffin by myself: the said Nathan Stickney. John Abbot and Samnel Coffin being all discreet and disinterested men resident in the County; who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debton upon their oaths said that the above tract of land with the dwelling house thereon. shown them as the estate of the said debton was of the value of six hundred seven dollars and eighty nine cents and no more; and the said appraisers set off the same land by mites and bounds as aforesaid. at that sum. in in satisfaction of this execution and my fees; and I have delivered seizen and posession of the said tract of land to the said crediton. I therefore return this execution satisfied in full

Fees in Service - 23 Abraham Bean D. Sheriff
Travel - 40
Pomdage - 5.62
Charges - Paid Justice .13
" Appraisers 4.50
Records 1.00
Notifying Appraisers 1.00
12.88

April 30. 1849. I this day received seizen and posession of the above described tract of land by Abraham Bean Deputy Sheriff

Luther Roby

Received & Recorded Octoter 4. 1849
By George Jones Register

Pettingill vs Stevens et. al Exon Oct. T. 1849.

The State of New Hampshire

Merrimack ss.

To the Sheriff of any County or his Deputy,

Whereas Benjamin Pettingill of Salisbury in said County of Merrimack Esquire By the Consideration of our justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1849 recovered judgment against Danie Stevens, Yroman & Moses Stevens yeomen both of said Salisbury

6 12 75
24 71
637 46
17

for the Sum of Six Hundred And twelve dollars Seventy five Cents, And Costs taxed at twenty four dollars Seventy One cents as appears of record, whereof execution remains to be done

We Command you therefore that of the goods, Chattels or Lands of the said debtor in your precinct, you Cause to be levied, and paid to the said Creditor, the aforesaid Sums, with Lawful interest thereon and 17 cents more for this writ and your own fees.

And make return of this writ with your doings thereon, to said Court to be holden at Concord in said County, upon the second Tuesday of October next.

Witness John I Gilchrist Esquire the 6th day of April Anno Domini 1849.

N. B. Baker Clerk

Judgment Rendered April 4. 1849

Merrimack ss April 28th 1849. I have taken all the right in equity of the within named Debtor to Redeem a Certain Tract of land Situate in Salisbury in said County and bounded as follows, to wit, on the west by Land of Heley Morse on the South by the Centre Road, North by land of Isaac & Blaisdell and on the East by land of Jone Severance one Hundred & fifty Acres more or less, the same being subject to a Mortgage made by said ~~Stevens~~ Debtor to one Benjamin Pettingill dated the 28 day of June 1843, to secure the payment of 775. Dollars 26 cts on demand with interest annually, And on the 28th day of April 1849 I gave to the said Debtor a Notice in writing that said right in Equity would be Sold at Public Auction at the dwelling house House of the said Debtor in Salisbury in said County the 15th day of September 1849 at one oclock in the after noon and posted up like notices at the Store of Greenleaf and Clement and at the store of Samuel C. Bartlett two of the most public place in said town of Salisbury in which said property is situated and on the 15th day of September I adjourned the said sale to the 21st day of September at two oclock in the after noon at the same place and then gave notices of the said adjournment by posting notices

422

of thereof at the Store of Greenleaf & Clement & at the Store of Samuel C. Bartlett being two of the most public in said town and on the 21st day of September I adjourned the said sale to the first day of October at the at the same place & hour and I then gave the same notice of the said adjournment as I gave of the sale aforesaid and on the first day of October I adjourned the said sale to the Eight Day of October at the same place at ten o'clock in the forenoon and I then gave the same notice of the said adjournment as I gave of the sale aforesaid and on the same day I adjourned the said sale from ten o'clock in the forenoon to one o'clock in the after noon by proclamation to the Store of Jonathan P. Webster in said town of Salisbury and on the said 8th day of October 1849 I sold the said right in Equity at the time and place last appointed as aforesaid at Public Auction to Benjamin Pettingill 2d he being the highest bidder for the sum of one dollar and made and delivered to him a D E & C of said Right in Equity in form prescribed by Law and I have applied the said sum in part satisfaction of said Execution

Service	.23
Travel	.20
Advertising	1.50
Adjournment	1.50
"	1.50
"	1.50
"	1.50
Selling	2.00
Deed	1.00
Record	1.50
	$10.93

True George C. Shaw

Received & Recorded October 9. 1849

Examined George Jones Regr

Coyen Ccr. J. Norris et al vs Hook

1849

The State of New Hampshire —

Merrimack ss. To the Sheriff of any County or his Deputy.

S S

Whereas — Moses Norris of Pittsfield in said County and Ithamar W Beard of Lowell in the County of Middlesex Agent Commonwealth of Massachusetts. Attorney at Law and late partners under the firm of Norris & Beard —

by the Consideration of our justices of our Court of Common pleas, holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1849. Recovered judgment against Charles G. Hook of Chichester in said County Yeoman —

24.66
5.13
29.79
17 —

for the Sum of twenty four dollars, Sixty Six cents, and Costs taxed at five dollars thirteen Cents as — appears of Record, whereof execution remains to be done;

We Command you, therefore, that of the goods, Chattels or Lands of the said debtor in your Precinct you cause to be levied and paid to the said Creditor the aforesaid Sums, with lawful interest thereon and 17 Cents now for this writ and your own fees.

And make return of this writ, with your doings thereon to said Court, to be holden at Concord, in said County upon the Second Tuesday of October next.

Witness, John J Gilchrist Esquire, the 6th day of April Anno Domini 1849 —

N. B. Baker Clerk —

Judgment rendered April 4. 1849 —

Merrimack ss. April 17. 1849. I have taken all the right in equity of the within debtor to redeem a certain tract of land situate in Chichester in said County of Merrimack being one acre more or less with the buildings thereon bounded as follows, to wit: North and West by land of True Edmunds and others, on the East by the highway leading from Edward S. Perkins to Levi Stanniels, on the South by the Turnpike leading from Edward S Perkins, to Concord, it being the premises on which the said Charles G. Hook now lives, the same being subject to a Mortgage made by said debtor to one Huldah P. Hook dated the fourth day of February A.D. 1846. to secure the payment of sixty dollars on demand with interest annually, also another lot of land situate in said Chichester bounded as follows, to wit, Northerly by the Turnpike leading from Edward S. Perkins' in Chichester to Concord, Easterly by the highway leading from Edward S. Perkins' to John Bayley's, on the South by land of David McCarpenter on the west by land of Josiah Lake & William Lake 3d, being Sixteen acres more or less and on the same day I left at the usual place of abode of said debtor a notice in writing that the said Right in equity would be sold at public Auction at the house of Edward S. Perkins in Chichester in said County on the twenty Sixth day of May A.D. 1849 at two oclock in the afternoon and posted up like notices at the house of said Perkins and at the Store of Jonathan Pierce two of the most public places in said town of Chichester in which the said property is situate, and on the said twenty Sixth day of May A.D. 1849. I sold said Right in equity at the time, and

(Continued)

424

Continued—

place appointed as aforesaid at public auction to Arthur F. S. Norris he being the highest bidder for the sum of twenty five dollars and, made and delivered to him a deed of said right in equity in the form prescribed by law, and I have applied the said sum of twenty five dollars after deducting my fee and the charges of sale in part satisfaction of said Execution, to wit, for the sum of eighteen dollars and forty five cents.—

Timothy Norris Deputy Sheriff

Fees. Service	.23
Travel 9 Ms.	.45
Advertising	2.00
Selling	2.00
Poundage	.62
Deed —	.50
Recording —	.75
	6,55

Received & Recorded October 17. 1849
Examined
George Jones Register

508 Bowen

Concord v Hill et als Exon Oct. T. 1849

The State of New Hampshire.

SS

Merrimack ss. To the Sheriff of any County or his Deputy,
Whereas the town of Concord in said County of Merrimack by the Consideration of our justices of our Court of Common Pleas holden at Concord in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1849 recovered judgment against Isaac Hill of said Concord Esquire Richard Ayer of Manchester in our County of Hillsborough, Esquire and Amos G. Sale of said Manchester Physician

946.93. 8.49. 953,42 .17

for the sum of nine hundred & forty six dollars ninety three cents and costs taxed at eight dollars forty nine cents as appears of record whereof execution remains to be done:

We Command You, therefore that of the goods, Chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid Sums with lawful interest thereon and 17 Cents More for this writ and your own fees.

And make return of this writ with your doings thereon to said Court to be holden at Concord in said County upon the Second Tuesday of October next.

Witness John I Gilmore Esquire the 6th day of April Anno Domini 1849

W. P. Baker Clerk.

Judgment rendered April 4. 1849

Merrimack ss. June 7. 1849. Then Thomas D Merrill and August 1. 1849 Harrison D Robertson and Joseph Barnard Jr personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shewn to them as the estate of the within named debtor to satisfy this execution

Before me N. A. Davis Justice of the Peace

We the subscribers having carefully examined a tract of land shewn to us as the estate of the within named debtor situate in the Little Pond road in Concord in said County bounded as follows: Beginning at a stake and stones on said road a Corner of a Parsonage lot sold to Richard Bradley thence running North five degrees west one hundred and sixty seven rods to a stake and stones, thence South eight eight degrees west thirty two rods to a White oak tree marked and stones a Northeast Corner of Simmons Coffins' land, thence South five degrees east one hundred and sixty three rods by said Coffins' land to a stake and stones, thence South eight six degrees east thirty one rods to the bounds first mentioned, Containing thirty two acres and ten rods by measure, and appraised the same at its just value, do upon our oaths say, that the same tract of land is of the value of eight hundred sixty four dollars and no more; and we have set off the same land by metes and bounds as aforesaid in part satisfaction of the within execution

August 1. 1849

Thomas D Merrill
Hd D. Robertson
Joseph Barnard Jr

(Continued)

426

427

(Cour.

Merrimack ss. August 1. 1849.

By direction of the Creditors atty to the within suit I have extended this execution upon the tract of land above described in manner following to wit. I caused three appraisers to be appointed that is to say David R Leach of Hooksett by the Asa Fowler atty for the within named town of Concord and the within named debtors refusing to appoint an appraisor. having been Notified and requested I appointed Thomas D Merrill of Epsom for myself & Mr. D. Robertson of Warner for the Debtors and the above named David R Leach having failed to appear. Said Fowler appointed Joseph Barnard Jr. of Hopkinton all being disinterested men resident in said County who being duly sworn by a Justice of the Peace impartially to appraise such Real estate as should be shown them as the estate of said Debtors upon their oaths said that the above described tract of Land shewn them as the estate of the said Isaac Hill one of the debtors was of the value of Eight hundred and Sixty four dollars and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part Satisfaction of this Execution, and I have delivered seizen and possession of the said tract of land to Asa Fowler. attorney for Creditors. And I therefore return this Execution Satisfied in part for Eight hundred and thirty seven dollars and fifty five cents and no more, after deducting my fees & cost of Levy

N. A. Davis Sheriff

Fees Service	.23.	
Travel	.10	
Poundage	7.12	
Notifying appraisors &c	3.00	
Justice fees	.50	
Paid Appraisors	11.00	
Surveyor	1.00	
Recorder	1.00	
Expences	.50	
My time &c	2.00	
	26.45	

Merrimack ss. August 1. 1849
I this day receive seizen and possession of the above described tract of land by N. A Davis Sheriff

Asa Fowler Atty for Town of Concord

N. A Davis Sheriff

Received and Recorded October 17. 1849
Examined By George Jones Register

Exr

Aresmith & Pike 428

Gardner & Bartlett vs Edson. Nov 1849

The State of New-Hampshire

Grafton ss — To the Sheriff of any County in this State or his Deputy

1281 Whereas, Syrenius Gardner and Charles Bartlett both of Boston in the County of Suffolk & Commonwealth of Massachusetts, partners in trade under the name & style of Gardner & Bartlett by the consideration of our justices of our Court of Common Pleas, holden at Plymouth in said County of Grafton on the second Tuesday of May Anno Domini. 1849 recovered judgment against John Edson of Andover in our County of Merrimack Yeoman for the sum of Five hundred & thirty nine dollars and sixty cents, and costs taxed at Fourteen dollars and eighty five cents as appears of Record; whereof Execution remains to be done —

539.60
14.85
554,45
17
554.62
15.64 Int to Nov 12
570.26

We command you therefore that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor the aforesaid sums with lawful interest thereon and seventeen cents more for this writ, and your own fees.

And make return of this writ with your doings thereon to said Court to be holden at Plymouth in said County of Grafton, upon the third Tuesday of November next.

Witness, John James Gilchrist, Esquire, this 21st day of May Anno Domini. 1849

J. D. Sleeper Clerk

Merrimack ss. September 18th 1849. I have taken all the right in equity of the within named debtor to redeem a certain tract of land with the buildings thereon situated in Andover in said county bounded on the west by land of Doct Tillon Elkins, northerly by land of Joseph C. Thompson easterly by land of Benja D. Gilley and southerly by the 4th N. H. Turnpike excepting the Greenough Store and one half acre of land on which said store stands the same being subject to a mortgage made by said debtor to one Josiah Green dated the 8th day of November 1848 to secure the payment of a certain promissory note for the sum of eight hundred dollars on demand and interest annually said note dated May 12th 1847 on which is endorsed May 12th 1848. three hundred dollars and on the same day I posted up notices that the said right in equity would be sold at Public auction at the Inn of Mr Wallace in said Andover in said County on the 31st day of October 1849 at one o clock P. M. at the Inn of Mr Wallace and at the Inn of Ed Durgin being two of the most public places in the town of Andover in which the said property is situated and caused a like notice to be published in the New Hampshire Patriot & State Gazette a newspaper printed at Concord in said County in the vicinity of said Town of Andover on the 27th day of September and on the fourth and 11th days of October and on the said 31st day of October I sold the said right in equity at the time and place appointed as aforesaid at public auction to Austin F. Pike he being the highest bidder for the sum of ten dollars and made and delivered to him a deed of said right in equity in the form prescribed by law. and I have applied the said sum

428

Continued

of ten dollars after deducting my fees and the charges of sale in part satisfaction of said execution to wit for the sum of three dollars and sixty seven cents

Fees Paid for advertising in N.H. Patriot 1.33
Putting up notices of sale & selling 5.00
$6.33

Daniel Osgood Dept Sheriff

Merrimack ss June 16. 1849. Personally appeared Benjamin F. Scribner and Jeremiah S. Durgin and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within debtor to satisfy this execution Before me Daniel Osgood Justice of the Peace

Merrimack ss November 12, 1849 Personally appeared True George and made oath that he would impartially appraise at its just value such real estate as should be shewn to him as the estate of the within debtor to satisfy this execution
Before me Daniel Osgood Justice of the Peace

We the subscribers having carefully examined a tract of land shewn to us as the estate of the within named debtor situated in Andover in the County of Merrimack bounded as follows commencing on the fourth New Hampshire Turnpike so called at the northeast corner of Benjamin Cillery's land south 53 deg. West 55 rods to stake & stones thence south 13 deg east 37 rods to stake & stones thence south 41 deg. west 72 rods to stake & stones thence north 13 deg. west 113 rods to the fourth New Hampshire Turnpike so called. thence south 81 deg east on said road 142 rods to the first mentioned bound and appraised the same at its just value do upon our oaths say that the same tract of land is of the value of Five hundred and eighty seven dollars and no more and we have set off the same land by metes and bounds as aforesaid in satisfaction of the within execution and the fees and charges of levying the same

Andover November 12. 1849

B F. Scribner
J. S. Durgin
True George

Merrimack ss. November 12th 1849 By direction of the creditors within named I have extended this execution upon the tract of land above described in manner following to wit. on the 16th day of June 1849. I caused two appraisers to be appointed to wit Benjamin F Scribner by the creditor and Jeremiah S. Durgin by myself both discreet and disinterested men resident in said county who were on the same day duly sworn by a justice of the peace impartially to appraise such real estate as should be shewn them as the estate of the within debtor and on the 12th day of November. True George appointed by me for the said debtor the said debtor not residing within this county nor within twenty

Continued miles of the property to be appraised the said Free George being a discreet and disinterested resident in said county who was duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown to him as the estate of the said debtor and the said Benjamin F. Scribner. Jeremiah L. Durgin and Free George upon their oaths said that the above described tract of land shown them as the estate of the said debtor was of the value of five hundred and eighty seven dollars and no more and the said appraisers set off the same land by meter and bounds as aforesaid at that sum in full satisfaction of this execution and my fees and charges of levying the same and I have delivered seizin and possession of the said tract of land to Austin F. Pike attorney for said creditors & therefore return this execution satisfied in full

Fees

Levy	.23
Travel	.65
Poundage	6.02
Trouble &c	2.50
Justice fee	.50
Recording	1.50
Pd Surveyor	2.00
" Appraisers	7.00

Daniel. Osgood Dept Sheriff

November 12. 1849. I this day received seizin and possession of the above described tract of land by Daniel Osgood Dept Sheriff

Austin F. Pike
Atty to Gardner & Bartlett

Received November 14. 1849
Recorded and Examined attest
George Jones Regr

431

692. Pierce & Minot

Brown v. Woodman Exon March 1. 1849

130.47
8.93
139.40
17

Star of Newhampshire.

Merrimack ss. To the Sheriff of any County or his deputy

Whereas John F. Brown of Concord in said County, Gentleman, by the consideration of our Justices of our Court of common pleas holden at Concord in said county of Merrimack on the second Tuesday of October Anno Domini 1849 recovered judgment against Aaron Woodman of Boscawen in said County Esquire for the sum of One hundred and thirty dollars forty seven cents and cost taxed at eight dollars and ninety three cents as appears of record whereof execution remains to be done.

We command you therefore that of the goods, chattels or estate of the said debtor in your precinct, you cause to be levied and paid to the said creditor the aforesaid sums with lawful interest thereon and 17 cents more for this writ and your own fees.

And make return of this writ, with your doings thereon, to said court, to be holden at Concord in said county, upon the fourth Tuesday of March next.

Witness John J. Gilchrist Esquire the 22d day of October, Anno Domini 1849

N.B. Baker Clerk.

Judgment rendered October 30. 1849

Merrimack ss. November 16th. 1849. Then Isaac K. Gage, Abial R. Chandler and Jeremiah Kimball personally appeared and made oath that they would impartially appraise at its just value, such real estate as should be shown them as the estate of the within named debtor to satisfy this execution. Before me N. Butler, Justice of the Peace

We the subscribers having carefully examined the traits of land shown to us, in, which is an undivided third part belonging to the within named debtor, bounded as follows, beginning at the North East corner of Abner B. Winn's house lot on the Webster place so called, running according to Davenports plan of Fishersville on said plan 70 feet, thence west at right angles ~~seventy feet, thence east on the line of said Abner B. Winns lot to~~ 189 feet, thence South at right angles seventy feet, thence east on the line of said Abner B. Winn's lot to the bound first mentioned said land being situated in Boscawen in said county and lot No 5 in said Davenports Plan. and also another tract of land in which said debtor has the same interest, situated in said Boscawen and adjoining the above named lot & bounded as follows on the north by Ravine Street, east by Webster Place so called, South by Abner B. Winn's land and west by a line paralel to said Webster place, making the lot 50 feet in width 100 feet back from Webster Place, & then diminishing regularly to 7 feet 4 inches in width to the back line - and appraised the same at its just value, do upon our oaths say that the interest of said debtor in said traits of land is of the value of one hundred and forty dollars and no more, & we have set of the same by meets & bounds as aforesaid in part satisfaction of this execution -

Isaac K. Gage
Abial R. Chandler
Jeremiah Kimball

Boscawen November 16th 1849
Merrimack ss. November 16th 1849

By direction of the creditor within named I have extended this execution upon the tracts of land above described in manner following to wit, I caused three appraisers to be appointed that is to say, Isaac K. Gage by the creditor, Abial R. Chandler by myself, and Jeremiah Kimball appointed by me for the said debtor, the said -

debtor not residing in the County nor within twenty miles of the property to be appraised the said Isaac K. Gage, Abial R. Chandler and Jeremiah Kimball being all discreet and disinterested persons residents in said County, who being duly sworn by a Justice of the peace impartially to appraise such real estate as should be shown them as the estate of the debtor, upon their oaths said that the above described tracts of land shown them as the estate of the said debtor or his interest in said tracts was of the value of one hundred and forty dollars and no more, & the said appraisers set off the same by meets & bounds as aforesaid, at that sum in part satisfaction of this execution & my fees & I have delivered seizen & possession of the said land to said creditor, I therefore return this execution satisfied for one hundred & twenty eight dollars and fifty one cents & no more — H. P. Rolfe Dep Sheriff

Fees- Service	23
Travel	70
Poundage	2,55
Paid Justice	,51
Appraisers	3,00
Notifying & appointing appraisors & time spent in	
Setting off land	2,00
Return	1,00
Paid Recorder	75
Ascertaining bounds	75
	11,49

Received And Recorded November 20. 1849 —
Examined By George Sims Reyr

433 15 Tappan

Baxter. Brothers v Bachelder Exon Mar. T. 1850

The State of New Hampshire

Merrimack ss. To the Sheriff of any County or his deputy.

Whereas Samuel D. P. Baxter merchant. Charles F. Baxter. merchant and James Baxter. junior merchant all of Boston in the County of Suffolk & Commonwealth of Massachusetts. partners in trade under the firm of Baxter Brothers by the consideration of our justices of our court of common pleas. holden at Concord. in said county of Merrimack. on the second Tuesday of October Anno Domini. 1849. recovered judgment against Calvin Bachelder late of Salisbury in said county Physician for the sum of nine hundred and seventy dollars ninety three cents and costs taxed at seventy six dollars ninety two cents as appears of record whereof execution remains to be done

970.93
76.92
1047 85
17

We command you therefore that of the goods. chattels or lands of the said debtor in your precinct. you cause to be levied and paid to the said creditor. the aforesaid sums with lawful interest thereon and 17 cents more for this writ and your own fees.

And make return of this writ. with your doings thereon. to said court. to be holden at Concord. in said county. upon the fourth Tuesday of March next.

Witness. John A Gilchrist. Esquire. the 22nd day of October Anno Domini. 1849.

N. B. Baker Clerk

Judgment rendered Oct 30. 1849

Merrimack ss. November 13th 1849 Then Moses D. Wadleigh. Matthew P. Webster and Henry Morrill. personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me Mason W. Tappan Justice of the Peace

We the subscribers having carefully examined a tract of land shown to us as the estate of the within named debtor. being a certain tract or parcel of pasture and wood land. situate in Salisbury in the County of Merrimack. near the raccoon hill road. so called. containing about twenty five acres more or less. bounded as follows beginning at the corner between land of Dimond Shaw. Harrison Goss. and Bob Willson being the northeast corner of said wood and pasture land. at a stake and stones - thence running south about fifteen degrees west on land of Goss and Oliver. about one hundred and forty rods to a stake and stones. being the northeast corner of Bob Wilsons land thence westerly on said Wilsons land about thirty three rods to a stake at the northwesterly corner of said Willsons land. and on the easterly line of land occupied by Widow Mary Fifield - thence northerly on the line of said Fifield land and land of Charles Ayer about one hundred and forty rods to the northeasterly corner of said Ayers land being on the southerly line of Dimond Shaws land - thence easterly on the line of said Shaws land about thirty three rods to the first mentioned bounds - and appraised the same at its just values do. upon our oaths. say. that the ~~above~~ same tract of land is of the value of Four hundred and seventy five dollars and no more

Continued

and we have set off the same land by metes and bounds as aforesaid, in part satisfaction of the within execution and the costs of levying the same -

And having also carefully examined one other tract of land shewn to us as the estate of the said debtor for the term of his natural life and no longer, situate in Salisbury aforesaid bounded as follows, Beginning at the raccoon hill road so called at a stake and stones being the northwesterly corner of land formerly owned by Reuben Fifield thence south about fifteen degrees west on the westerly line of said Fifield land about one hundred and fifteen rods to the corner of the wall on the line of land of Thomas 2d. Pettingill, thence west about sixteen degrees north by said Wall on line of said Pettingill land about twenty nine rods to said Raccoon hill road thence northerly on said raccoon hill road about one hundred and thirty rods to the first mentioned bound containing about nineteen and one half acres more or less, do upon our oaths say that the estate of the said debtor for the term of his natural life only in the said tract of land is of the value of eighty five dollars and no more; and we have set off all the estate of the said debtor therein to the creditors in further part satisfaction of this execution and the fees & charges of levying the same

And having also carefully examined one other tract of land shewn to us as the estate of the said debtor for the term of his natural life and no longer, situate in Salisbury aforesaid Beginning on said raccoon hill road at the corner of the wall being the southwest corner of Thomas 2d Pettingill land - thence east about fifteen degrees south by said wall eight rods and six links to a stake and stones thence south about fifteen degrees west forty one rods to a stake and stones on the south side of a great rock - thence east about twenty degrees north fourteen ~~degrees~~ links to a stake and stones - thence south about twenty two degrees west five rods to an apple tree thence south about thirty degrees west six rods and five links to the corner of the shed - thence south about forty two degrees west four rods and eight links to the fourth New Hampshire Turnpike so called - thence on said Turnpike about six rodes and sixteen links to said raccoon hill road - thence on said raccoon hill road about fifty six rods to the first mentioned bound containing three acres more or less, with the buildings thereon, do upon our oaths say that the estate of the said debtor for the term of his life only in the said last mentioned tract of land is of the value of one hundred and forty dollars and no more. and we have set off all the estate of said debtor therein to the creditors in further part satisfaction of this execution and the fees and charges of levying the same

November 19th 1849

Moses D. Wadley
Matthew P. Webster
Henry Morrill

434

Continued

Merrimack Ss. November 19th 1849.

By direction of the creditors within named I have extended this execution upon the tract of wood and pasture land first above described. and also upon the estate of the said debtor for his own life only in the two other track of land, secondly and thirdly above described. in manner following to wit. I caused three appraisers to be appointed. that is to say. Moses D. Wadley by the creditors within named, Malthew P. Webster appointed by myself, and Henry Morrill appointed by me for the debtor, the said debtor not residing within this county, nor within twenty miles of the property to be appraised; the said Moses D. Wadley. Malthew P. Webster and Henry Morrill being all discreet and disinterested men resident in said county of Merrimack, who being sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor upon their oaths, said that the above first described tract of wood and pasture land shewn them as the estate of the said debtor was of the value of four hundred and seventy five dollars, and no more and the said appraisers set off the same land by metes and bounds as aforesaid. at that sum in part satisfaction of this execution and my fees. and I have delivered seizin and possession of the said tract of wood and pasture land to the said creditors

And the said appraisers being all discreet and disinterested men resident in said County of Merrimack, and being all duly sworn as aforesaid further upon their oaths said that the estate of the said debtor for the term of his life only in the said tract of land secondly above described, shown them as the estate of the said debtor was of the value of eighty five dollars and no more and the said appraisers set off the estate of the said debtor therein as aforesaid to the creditors at said last mentioned sum of eighty five dollars in further part satisfaction of this execution and fees and charges of levying the same and I have delivered seizin of the said tract of land secondly above described to said creditors to hold for the term aforesaid And the said appraisers being all discreet and disinterested men now resident in said County of Merrimack, and being all duly sworn as aforesaid, further upon their oaths said that the estate of the said debtor for the term of his life only, in the said tract of land thirdly above described shown them as the estate of the said debtor was of the value of one hundred and forty dollars, and no more. and the appraisers set off the estate of the said debtor therein as aforsaid to the creditors at said last mentioned sum of one hundred and forty dollars in further part satisfaction of this execution and fees and charges of levying the same: and I have delivered seizin of the said tract of land thirdly and lastly above described to said creditors. to hold for the term aforesaid I therefore return this execution further satisfied in part, to wit for the sum of six hundred and seventy five dollars and ninety one cents being the residue of the above sums of four hundred and seventy five dollars, the value of said first above described tract of land, and of said eighty five dollars the value of the estate of the said debtor in said tract of land secondly above described for the term of his life only. and of said One hundred and forty dollars, the value of the estate of the said debtor

Continued

in said tract of land thirdly and lastly above described for the term of his life only. after deducting my fees and charges

Fees	Service	.23
	Travel	.10
	Poundage	6.25
Charges	Pd Justice	.51
	Surveyor	2.00
	Appraisers	10.00
	Recorder	2.00
	notifying appraisers	1.00
	my time spent in set. off	2.00
		$24.09

True George Deputy Sheriff

November 19th 1849. We this day received seizin and possession of the above described tracts of land, by True George, Deputy Sheriff

Baxter, Brothers, By atty
M. W. Tappan

"

Merrimack ss. November 19th 1849 on the 14th day of November inst I have taken the following goods and chattels as the property of the within named debtor are enumerated in the schedule hereto annexed and on the same day I advertised the said goods for sale, at the Dwelling house of Moses Stevens in Salisbury in said County on the 19th day of November 1849 at ten o clock in the forenoon by posting up notices of the said time and place of sale at the store of Greenleaf and Clement and at the Store of Jonathan P. Webster two of the most public places in said Town of Salisbury and on the said 19th day of November I sold the said goods and chattels at the time and place appointed as aforesaid at Public auction to the higest bidders for the prices mentioned in the schedule hereto annexed the whole amount of the proceeds of said sale being $134.67 from which sum I have deducted the lawful charges of keeping ~~from which sum I have deducted the lawful charges of keeping~~ and selling the same & my fees being $13.42 and the residue thereof being $121.25 I have applied in part satisfaction of this execution

Fees	&	23
Travel		10
advertising		1.50
Selling		3.00
Pd Clerk		2.00
Pd Keeper		2.00
Pd for assistance		2.00
Poundage		2.59
		$13.42

True George D. Sheriff

436

8	lbs	Sole Leather	Moses Calef	1.04
1	Table		John Burden	.25
1	Box Stove & funnel		James Fellows	.51
1	Ley Bells		John Burden	.17
1	"	"	Wm Bean	.38

Continued

1		Barrel & contence	Stephen Coombs	37
9		Chairs 6 cts a	" "	54
1		Rocking Chair	G. V. Webster	39
1		Light Stand	Stephen Coombs	16
1		Rocking Chair	Job Heath	9
1		Wheel Barrow	Moses Webster	75
1		Grindstone	Franklin Shaw	95
1		Box Iron	Elijah Shaw	16
1		dish Kettel	" "	22
1		Chest	M. P. Thompson	80
1	pr	Handirons	Stephen Coombs	1 20
1		Bed rope	Jewett Scribner	17
5		Chairs	Job Heath	41
1		Brass Kettle	Stephen Coombs	75
1		Warming Pan	Hiram Scribner	35
1		" "	G Eastman	33
"		Side Saddle	Stephen Dearborn	30
"		Brass fire sett	Stephen Coombs	1 65
"		Box & contence	Henry Morrill	18
"		Half Bushel	" "	26
"		Skimmer	Moses Webster	33
"		tub & contens	G.V. Webster	10
"		Harness	Stephen Dearborn	1 70
"		"	Stephen Coombs	1 50
2		Kettles	Henry Morrill	33
1		Tub and Pail	Harry Heath	03
		Barrel and Contens	Mr Hutchins	16
a		Lot of Iron Weare	Joseph H. Goss	70
1		Box nailes	G. V. Webster	26
		Lot Iron Weare	Hiram Scribner	18
		" tin Weare	James Fellows	20
2		Rakes	Hiram Scribner	07
1		Wood Wheel	Timothy Eastman	75
1		Plough	Job Wilson	1 00
"		"	H. Morrill	80
				20.49
1		Wagon	Stephen Coombs	5 55
1		" Top	" "	10
1		Cheese Press	M. C. Webster	10
1		Single Sleigh	Jewett Scribner	3 00
"		" "	Wm Colby	1 15
"		Sleigh Bell	Henry Morrill	12½
"		Cook Stove	H. Clement	1 25
Blinds		for 18 Windows	Stephen Coombs	7 20
"		Hangings	" "	2 50
		Wagon Line	Henry Morrill	31
Lot		Hemlock Bark	Thos Pettingill	2 75
1		Half Bushel	Joseph H. Goss	43
1		Eight day Clock	Thos Pettingill	2 85
6		Chairs	Frank Shaw	3 00
1		Book Case	Moses Caleff	5 50
1		Rocking Chair	M Coombs	35

Continued

1	Sofia	Frank Stevens	3.75
1	Set Crockery	H. Scribner	.75
1	Waiter	H. Heath	07
1	Crockery Ware	H. Scribner	65
"	" "	Lewett Scribner	2.25
"	" "	Caleb Eastman	70
	Waiter and Glasses	Frank Stevens	25
3	Silver Spoon	John Burden	30
a	lot Crockery	Stephen Coons	.15
2	Platters	Lewett Scribner	.50
a	lot tin ware	McAfee Eaton	.10
2	Tea Pots	" "	.50
2	Bottles	Joseph Hasse	.30
1	Waiter	H. Scribner	.40
"	"	H. Heath	12½
"	"	Job O. Wilson	.30
1	Table & Spread	H. Morrill	1.45
1	Looking Glass	M. Eaton	.75
"	Table	G. V. Webster	2.50
"	" Cloth	John Shaw	.52
"	Bellows	I. H. Goss	.32
"	rug	Elight Shaw	.30
"	"	John Burden	.40
"	Carpet	" "	2.20
"	quilt	Lewett Scribner	.30
"	"	H. Scribner	.35
"	"	I. I. Scribner	.40
"	"	Frank Shaw	.15
"	"	I. I. Scribner	1.30
"	"	Franklin Shaw	E1
"	"	C. P. Adams	.60
			$ 58.80
One	quilt	Frank Shaw	10
"	"	"	35
"	"	Job Wilson	.25
"	"	Dimond Shaw	.16
"	"	I. I. Scribner	.35
"	"	I. I. Scribner	.85
One	Bed. Bed Cord & sted	H. Scribner	7.00
"	" " " "	I. I. Scribner	10.90
One	small carpet	C. P. Adams	.70
"	Light Stand	James Fellows	.20
"	" "	Jewell Fifield	1.55
"	pr Brass Candlesticks	M. Eaton	.60
a	Low Case Drawers	Wm Colby	1.50
1	Bearueau	John Shaw	4.80
1	Hearth Rug	Mr Eaton	.15
Looking Glass		Wm Bean	1.00
1	Toilet Table	Wm Colby	.25
Wash stand Bowl & Pitcher		James Fellows	85
Bed & Beding		Stephen Coombs	3.05
Bedstead & Cord		Elight Shaw	1.11

438

Continued

Wagon Boot	Stephen Coombs	.26
a lot of Castes	Augustus Shaw	.12½
1 Box	Wm Colby	.13
Med case & canteen	G. V. Webster	1.30
Bottles on top shelf	H. Morrill	.9
" " Lower "	John Bagley	.65
1 pr Plates	Timothy Eastman	.25
" Pad lock	Hiram Scribner	.10
Scythe & snath	Elijah Shaw	.15
Box and Contents	Augustus Shaw	.50
1½ tons of hay	Moses Stevens	12.38
1 pr traces	Ira Shaw	.23
1 Chair	" "	.51
1 Air tight stove	M. Stevens	3.00
		55.38
		58.80
		20.49
		$ 134.67

Received & Recorded February 4. 1850
Exam'd.
George Jones Register

Dodge Exr. v Ridder Exon Mar. T. 1850

The State of New Hampshire

Merrimack, ss. To the Sheriff of any County or his deputy

Whereas William Dodge of Nashua in the County of Hillsborough yeoman executor of the last will and testament of Jona P. Dodge late of Newbury in said County Esquire deceased by the consideration of our Justices of our court of common pleas, holden at Concord, in said County of Merrimack, on the second Tuesday of October Anno Domini, 1849, recovered judgment against Elijah Ridder of Newbury aforesaid, yeoman for the sum of five hundred & forty two dollars thirty one cents and costs taxed at fifteen dollars thirty three cents as appears of record, whereof execution remains to be done

542.31
15.33
557.64
17

We command you therefore, that of the goods chattels or land of the said debtor in your precinct you cause to be levied and paid to the said creditors the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees.

And make return of this writ, with your doings thereon, to said court to be holden at Concord, in said county, upon the fourth Tuesday of March next.

Witness, John S. Wilchist Esquire, the 22d day of October Anno Domini, 1849

N. B. Baker Clerk

Judgment rendered Oct 20, 1849

Merrimack ss. November 16th 1849. Then Moses D. Wadley, Eli Dodge and John Morse personally appeared and made oaths that they would impartially appraise at its just value, such real estate as should be shewn them as the estate of the within named debtor to satisfy this execution. Before me

M. W. Tappan Justice of the Peace

We the subscribers having carefully examined three certain tracts of land with the buildings thereon shewn to us as the estate of the within named debtor, the first piece is bounded as follows - Beginning on the ~~road~~ easterly side of the highway leading from Elijah Ridders dwelling house to the farm lately owned by Joseph Morse Jun. deceased, and on the northerly side of the old road leading from the dwelling house now owned by the heirs of Jonathan P. Dodge to said Morse Farm at stake & stones. Thence easterly on the northerly side of said old road forty four rods to land of Joseph C. Currier at stake and stones. Thence north on the line of said Curriers land sixty rods and three fourths rods to land of Nelson Crafts at stake and stones, Thence west about eight degrees north on the line of said Crafts land twenty four rods to the first named highway. Thence southerly on the highway and on the line of said Morse farm about sixty two rods to bound began at containing fourteen acres more or less. Also one other piece bounded. Beginning on the southerly side of the road leading from said Ridders dwelling house to Dan Pattersons at the northwesterly corner of Nelson Crafts land. Thence westerly on said road twelve rods and three fourths rod to stake and stones at corner of said Pattersons land, Thence west about twenty eight degrees south on the line of the said Pattersons land four rods and one half rod to land of

440

Continued

John Morse at stake and stones, Thence south about five degrees west on line of said Morses land eighty rods to stake & stones, standing on the highway leading from said Kidder house to the aforesaid Morse farm Thence northerly on the line of last named highway seventy seven rods and three fourths rod to said Crafts land, Thence west about six degrees north on line of said Crafts land six rods and eight links to stake and stones ~ Thence north about six degrees east ten rods, and seventeen links on said Crafts land to bound began at, containing seven acres, and sixty square rodes, more or less — also one other piece, bounded. Beginning on the easterly side of the Post road leading from Newbury South Meeting house to Newport, at the northwesterly corner of what is called the John Ayers store lot at stake and stones ~ thence northerly on the easterly line of said Post road nine rods, and twenty two links to against the middle of the small barn ~ thence through said barn north about fifty six degrees east a parallel line with the ends of said barn about seven rods, and four links to land of Asa Gees at stake and stones ~ thence east about eleven degrees south on said Gees land seven rods, and twenty two links to stake and stones thence south thirty six degrees thirty minutes west on line of said Gees land and the said Ayer lot ten rods, and one half rod to bound begun at containing fifty square rods, with the store building wood shed, and the southerly half part of said small barn, standing on the same, all of the above described lands are parts of lot numbered forty five in the town of Newbury in said County of Merrimack and apprised the same at its just value do upon our oaths say, that the first above described piece of land is of the value of one hundred and seventy dollars, the second piece of the value of eighty dollars, and the third described piece of land and the buildings thereon is of the value of three hundred thirty five dollars and thirty two cents, the whole being of the value of five hundred eighty five dollars, and thirty two cents and no more and we have set off the same lands by meets and bounds as aforesaid with the buildings thereon, in full satisfaction of the within execution and costs of levying

November 17. 1849

Moses D. Wadley
Eli Dodge
John Morse

November 19th 1849 I this day received seizen and possession of the above described tracts of land and buildings. by John D. Wadleigh Deputy Sheriff

William Dodge { Executor of the last will of Jonathan P. Dodge late of Newbury deceased

Merrimack ss. November 19th 1849. By direction of the within named creditor I have extended this execution upon the tracts of land and buildings, above described in manner following to wit I caused three appraisers to be appointed. that is to say. Moses D. Wadley by the creditor within named, John Morse by the debtor within named, and Eli Dodge by myself the said Moses D Wadley

Continued

Silvia Morse and Eli Dodge being all discreet and disinterred men. resident in the said county of Merrimack who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor. upon their oaths said that the above described tracts of land and buildings, shown them as the estate of the said debtor, was of the value of five hundred eighty five dollars and thirty two cents and no more, and the said appraisers set off the same land and buildings, by meles and bounds as aforesaid, at that sum in satisfaction of this execution and my fees and charges, and I have delivered seizin and possession of the said tracts of land and buildings to the said creditor. I therefore return this execution satisfied in full

Fees	Service	23
	Travel	15
	appointing appraiser	25
	notifying debtor to appoint appraiser	50
	Shewing property & attending with appraisers one & one half days	3.00
	Paid Justice swearing appraisers	51
	Giving possession	.50
	Paid appraisers	10.00
	Paid surveyor	1.00
	Paid recorder	2.00
	Poundage	5.11
	Making Return	.50
	Travel to return	
	Execution to Register	1.25
		$25.00

John D. Wadleigh Deputy Sheriff

Received and Recorded February 4. 1850
Examined George Jones Register

448 (71)

P. M. Pettengill

Leavitt v Ellis. Exon Mar. T. 1850

80.58
14.75
95.33
.17
95.50
.54 interest
96.04

The State of New Hampshire.

Merrimack ss. To the Sheriff of any County or his Deputy.

Whereas.

Joseph Leavitt, late of Andover in said County, but now of Newbury in the County of Orange and State of Vermont Yeoman by the Consideration of our justices of our Court of Common-pleas. holden at Concord, in said County of Merrimack, on the Second Tuesday of October Anno Domini. 1849. Recovered judgment against John Ellis of said Andover Yeoman

for the Sum of eighty dollars fifty eight cents and costs taxed at fourteen dollars Seventy five cents as appears of Record. whereof execution remains to be done;

We Command you therefore, that of the goods, Chattels or Lands of the said debtor in your precinct you cause to be levied and paid to the said Creditor, the aforesaid Sums, with lawful interest thereon and 17. cents more for this writ, and your own fees.

And make return of this writ with your doings thereon, to said Court. to be holden at Concord, in said County, upon the fourth Tuesday of March next.

Witness, John S. Gilchrist, Esquire, the 22d. day of October Anno. Domini 1849.

N. B. Baker Clerk.

Judgment rendered Oct 20. 1849

Merrimack. ss. October 29th 1849. I have taken all the right in Equity which the within named Debtor had on the 21st day of July 1848 when the same premises were attached on the original writ in this suit or now has to redeem a certain tract of Land situated in Andover in said County Bounded as follows to wit. on the west and North by Land of Peter Fifield Easterly by the Road leading from the west Meeting house in Andover to Haris Langleys and southerly land formerly owned by John Loangley. one acre more or less with a saw mill and shingle mill thereon the same being subject to a Mortgage made by the Debtor to one Samuel Butterfield dated the twentieth Day of June 1847 to secure payment of five hundred & seventy five dollars with interest annually and on the same day I Left at the usual place of abode of the said Debtor a notice in writing that the said Right in Equity would be sold at public auction at the dwelling house of said debtor on the first day of December 1849 at one Oclock in the afternoon and posted up like notices at the Store of H Hamlin and at the of P P Dwight two of the most Public places in said Town of Andover in which said property is situated and on said first day of December 1849 I sold the said right in equity at the time and place appointed as aforesaid at public auction to Benjn F Scribner he being the highest bidder for the sum of two hundred dollars and made and Delivered to him a Deed of said right in Equity in the form prescribed by Law. And I have applied out of the avails of said sale the sum of Ninety Six Dollars and four cents in full Discharge of this

Continued

Execution and the residue (after deducting my fee & charges of sale (being nine dollars & Eighty two cents) leaving Ninety four Dollars and sixteen Cents which I hold in my hands. To be applied on any judgement that may be recovd on any writ in my hands in favor of Samuel Butterfield, Parker & Strabner and Benja Strabner against said John Ellis

Fees	
Fee	2 3
Travel	2 5
Poundage	2.17
Notify Debtor	1.00
Advertising	1 5 0
Selling	2.00
Making Deed	1.00
Pd Justice	17
Recording	1 5 0
	8 9.82

Sheriff

Dec 1. 1849. Received of Sheriff George D. the contents of the within Execution

S Butterfields
for Plff.

Received & Recorded March 21. 1850
Examined
George Jones Register

444

445 340. P. H. Pettengill

Fifield et. ux v. Stevens Excon. Mar. T. 1850

164.23
15.70
179.93
17
180.10
5.40
185.50

The State of New Hampshire.

Merrimack ss. To the Sheriff of any County or his deputy —

Whereas Saml Fifield of Salisbury in Said County Yeoman and Sarah his wife in right of the consideration of our Justices of our court of common pleas holden at Concord in said County of Merrimack, on the second Tuesday of October Anno Domini 1849 recovered Judgement against Daniel Stevens of said Salisbury Yeoman.

for the sum of one hundred and sixty four dollars twenty three cents. and cost taxed at fifteen dollars seventy cents as appears of record, whereof Execution remains to be done.

WE Command You, therefore, that of the goods, Chattels or Lands of the said debtor in your precinct you cause to be levied and paid to the said creditor. the aforesaid sums. with lawful interest thereon and 17 cents more for this writ. and your own fees —

And make return of this writ, with your doings thereon. to said court. to be holden at Concord. in said county, upon the fourth Tuesday of March next. —

Witness. John J Gilchrist Esquire. the 22d day of October Anno Domini 1849. N B Baker Clerk —

Judgement rendered Oct 20. 1849 —

Merrimack ss November 13th 1849. Then Mathew P Webster personally appeared and made oath that he would impartially appraise at it just value Such real Estate as should be shown him as the Estate of the within named debtor to satisfy this Execution

Before me

Jno. George Justice of Peace

Merrimack ss March 19. 1850. Then Cyrus Goshin and Nathaniel Sawyer personally appeared and made oath that they would impartially appraise at it just value Such Real Estate as should be shown them as the Estate of the within named Debtor to satisfy this Execution —

Before me

Jno. George Justice Peace

WE the subscribers having carefully Examined a tract of land shown to us as the Estate of the within named debtor Situate in Salisbury in the County Merrimack & State of New Hampshire and bounded as follows commencing on the road leading from P P Scribners to the Centre Road at a white oak stump standing at the south east corner of land of widow Polly Pettingills and thence west on said Pettingills land about twenty rods to a white oak tree to land of P P Scribner thence on said Scribners land to land owned by Samuel Cough 2d about twenty rods thence on said Coughs land to Black Water River thence down said River to a pine stump at the west corner of land of Jonathan Avery. thence east on said Avery's land to road aforesaid thence on said road to the first mentioned bound twenty five acres more or less. and appraised the same at

Continued

at its just value do upon our oaths say that the same tract of land is of the value of One hundred Dollars and no more and we have set of the same land by mets and bounds as aforesaid in satisfaction of this Execution in part

March 19th 1850

Mathew P Webster
Nath[l] Sawyer
Cyrus Goshen

Hennicack ss March 19th 1850. By Direction of the Creditor within named I have Extended this Execution upon the tract of land above described in manner following, to wit. I caused three appraisers to be appointed that is to say Nathaniel Sawyer by the within named Creditor Mathew P Webster by myself and Cyrus Goshen appointed by me for the Debtor the said Debtor having been notified and requested to appoint an appraiser and having neglected to appoint any, the said Mathew P Webster Nathaniel Sawyer & Cyrus Goshen being all discreet & disinterested men resident in the County who being duly sworn by a justice of the Peace impartially to appraise such Real Estate as should be shown them as the Estate of the Debtor upon their oaths said that the above described tracts of land shown them as the Estate of the said Debtor was of the value of one hundred dollars and no more and the said appraisers set off the same Land by mets and bounds as aforesaid in part satisfaction of this Execution and my fees and have Delivered Seizin and possession of the said tract of land to the said creditor. I therefore return this execution satisfied in part to wit. the sum of Eighty Eight Dollars & twenty two cents after deducting my fees $ 11,78

Fees	
Ser	23
Sras	30
Poundage	225
Notify apps	150
Paid appraisers	3,00
attend sett of & Mak Return	9.00
Recording	1,50
	$11,78

Sme George D Sheriff

March 19th 1850 Recd Seizin and possession of the above described tract of Land by Sme. George. D Sheriff
Suel Fifield

Received & Recorded March 21st 1850
Examined By
George Innes Registr

446

447. 174. 1743 Butterfield

Butterfield v Fellows. Exon. March T. 1850

The State of New Hampshire.

Merrimack. ss. To the Sheriff of any County or his deputy —

"Whereas - Samuel Butterfield of Andover in said County attorney at Law —

by the consideration of our Justices of our court of common pleas. holden at Concord. in said County of Merrimack, on the second Tuesday of October Anno Domini 1849. recovered judgement against Stephen Fellows of said Andover Yeoman. —

50 21 for the sum of fifty dollars ~~and~~ twenty one cents. and cost
1 1 70 taxed at eleven dollars seventy cents as appears of record.
61.91 whereof execution remains to be done:
17 WE Command You. therefore that of the goods. chattles or lands
1 86 of said debtor in your precinct. you cause to be levied and
63.94 paid to said Creditor. the aforesaid sume. with lawful interest thereon and 17 cents more for this writ and your fees —

And make return of this writ. with your doings thereon. to said court. to be holden at Concord. in said County. upon the fourth Tuesday of March next —

Witness. John J Gilchrist Esquire. the 22d day of October Anno Domini 1849.

S. B. Baker Clerk.

Judement rendered Oct 20. 1849.

Merrimack. ss. November 13th 1849 Then Personally appeared Mathew P Webster and made oath that he would impartially appraise at it just value such real estate as should be shown him as the estate of the within named debtor to satisfy this Execution

Before Me

Jona George Just Peace

Merrimack. ss. March 18th 1850 Then Personally appeared Nathan Kilborn and William Kenniston and made oaths that they would impartially appraise at its just value such real estate as Should_ them as the estate of the within named debtor to satisfy this Execution

Before Me

Jona Georg Just Peace

We the subscribers having carefully examined a tract of land shown to us as the Estate of the within named Debtor. Situate in Andover in the County of Merrimack & State of New Hampshire bounded as follows Commencing on the Bank of the Black Water River at the northwest corner of Joseph C Thompsons land at a stake thence on said Thompsons land South to a stake and stones about twenty rods thence on Aaron Colbys land Northwest about sixteen rods to a white pine stump standing on the Bank of Black Water River. thence on said River to the first mentioned bound, containing by Estimation one acre more or less. with a dwelling house partly finished on the same it being the same land conveyed to the within named debtor by said Aaron Colby and appraised the same at its just value

Continued

do upon our oathe say that the same tract of land is of the Value of Seventy five Dollars and no more and we have set off the same Land by meets and Bounds as aforesaid in satisfaction of the within Execution

March 18th 1850

Mathew P Webster
Nathan Kilborn
Wm Kenniston

Merrimack N.H. Mach 18th 1850 By Direction of the within named creditor I have Extended this Execution upon the tract of Land above described in manner following to wit. I caused three appraisors to be appointed that is to say. William Kenniston by the creditor within named Mathew P Webster appointed by myself and Nathan Kilborn appointed by me for the said debtor the said Debtor not residing within this County nor within twenty miles of the property to be appraised the said Wm Kenniston Mathew P Webster and Nathan Kilborn being all discreet and disinterested men resident in the County upon being duly sworn by a justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor upon their oaths said that the above described tract of Land shown them as the estate of the said Debtor was of the value of Seventy five Dollars and no more and the said appraisors set off the same land by meets and bound as aforesaid at that sum in satisfaction of this Execution and as my fees and I have Delivered Seizin and possession of the said tract of Land to the said creditor I therefore return this Execution satisfied in full

Fees	
Ser	23
Travel	35
Brandage	1.30
Notify Appras	1.50
Da appraisors	3.00
Attending sett off	3.00
Recording	2.00
	$11.38

True George D Sheriff

March 18th 1850. I this day Rect Seizin & possession of the above described tract of Land by True George Deputy Sheriff

S O Butterfield

Received & Recorded March 21st 1850
Examined By George Jones Register

448

449 243. Tappan

Newbury v Ridder val. Exon Mar T. 1850—

96.58
15.61
112.19
17

The State of New Hampshire.

Merrimacke, ss. To the Sheriff of any County or his Deputy,

Whereas. the town of Newbury in Said County. a Corporation Established by law — by the Consideration of our Justices of our Court of Commonpleas. holden at Concord, in said County of Merrimack. on the Second Tuesday of October Anno. Domini 1849. Recovered Judgment against. Elijah Ridder of Said Newbury Yeoman and Thomas Nichols of Said Newbury. Yeoman —

for the Sum of Ninety Six dollars fifty eight cents, and Costs. taxed at fifteen dollars, Sixty one cents as appears of record, whereof Execution remains to be done:

WE command You, therefore. that of the goods. Chattels or Lands of the said debtor in Your precinct, You cause to be levied and paid to the Said Creditor. the aforesaid Sums, with lawful interest thereon and 17 cents more. for this writ: and your own fees.

And make return of this writ: with your doings thereon to said Court. to be holden at Concord in said County. upon the fourth Tuesday of March next —

Witness John J Gilchrist. Esquire, the 22d day of October Anno. Domini. 1849.

N. B. Baker Clerk —

Judgment rendered Oct. 20. 1849—

Merrimack ss. Novr 16. 1849. Then Moses D Wadley. John Morse & John D Wadleigh. personally appeared and made oath that they would impartially appraise at its just value such real Estate as should be shown them as the Estate of the within named debtors to satisfy this Execution Before Me

M. W. Tappan Justice of the Peace

WE the subscribers having carefully examanried two certain tracts of land shown to us as the estate of the within named Elijah Ridder lying & situate in Newbury in the County of Merrimack the first piece bounded and described as follows. to wit. Beginning on the easterly side of the post road leading from Newbury south Meeting house to Newport at a stake and stones at the southwesterly corner of Worcester & Bagley's mill lot, thence east about eleven degrees south on the line of said Bagley's and land of Asa Gee ten and one half rods to stake & stones, thence south fifty six degrees west through the center and parrallel with the ends of the small barn seven rods and four links to the aforesaid highway at stake & stones thence northerly on the easterly side of said highway about six rods and fifteen links to bound began at. containing twenty six square rods more or less with the northerly half of said small barn and the whole of a larger barn standing on the same. the same being part of lot numbered 45 in said Newbury. the other piece of land being part of lot numbered 52 in said Newbury and bounded as follows. beginning on the westerly side of said Post-road about thirty rods northerly of said Elijah Ridders dwelling house at stake and stones being

Continued

the corner of Asa Gees Land, thence westerly on the line of said Gees land about ten rods to the town of the wall. thence southerly on the wall being on the line of said Gees land about thirty rods & nineteen links to stake and stones, thence north about fifty four degrees east parrallel with said Ridders wood shed and one rod thence from nine and one half rods. to said post road at stake & stones. thence northerly on the westerly line of said post road twenty eight rods to bound began at. containing one acre and one hundred and thirty square rods more or less. and appraised the same at their just value do upon our oaths say. that the first described piece of land and buildings is of the value of sixty dollars and no more. and the second described piece of land is of the value of seventy two dollars and forty three cents and no more. both amounting to one hundred thirty two dollars and forty three cents and we have set off the same lands and buildings by meets and bounds as aforesaid in full satisfaction of this execution and costs of levying

November 17th 1849

Moses. D. Wadley.
John. Morse
John. D. Wadleigh.

Merrimack S.S. Newbury November 19-1849.
Received of Eli Dodge Deputy Sheriff for said County of Merrimack seigen and possession of the above described premises

Jesse Carr } select men for
Newbury for 1849

Merrimack S.S. November 17-1849-
By direction of the creditor within named I have extended this execution upon the tract of land above described in manner following to wit; I have caused three appraisors to be appointed that is to say Moses D Wadleigh by the creditors attorney John D Wadleigh by myself, and John Morse by the debtor within named & the said Mo D Wadleigh J D Wadleigh & John Morse being all decreet & disinterested residents in the county. Who being duly sworn by a justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the within named debtor. upon their oaths said that the above described tract of land shown them as the estate of the said debtor was of the value of one hundred & thirty two dollars & forty three cents & no more. and the said appraisors set off the same land by meets & bounds as aforesaid at that sum in satisfaction of this execution & my fees and I have delivered seigen and possession of the said tract of Land to the said Creditors I therefore return this execution

450

Continued

Satisfied in full

Deed		
2 Services	46	
Travel	20	
Notify debtor & appraisers &c	25	
Appointing appraisers & Notify	55	
Attending one day		
Showing property to appraisers	200	
Pay Register Deeds	2.00	
Travel to Register Deed	1.60	
Poundage	2.49	Eli Dodge Deputy Sheriff
Giving Possession	100	
Making return	50	
Paid Justice same day	51	
Paid appraisers and surveyor	8.00	
	$19.56	

Received & Recorded March 25th 1850 -
Examined By
George Jones, Register

641- Sappans 4,52

Sweet v. Ridder. Exon. March T. 1850 -

101.47
7.68
109.15
17

The State of New Hampshire -

Merrimack ss. To the Sheriff of any County or his Deputy.

Whereas. Elisabeth Sweet of Newbury in said County Widow by the consideration of our justices of our court of common pleas. holden at Concord. in said County of Merrimack. on the second Tuesday of October Anno Domini 1849 recovered judgment against Elijah Ridder of said Newbury Yeoman

for the sum of One hundred & one dollars forty seven cents. and costs taxed at seven dollars. sixty eight cents as appears of record. whereof Execution remains to be done:

We command you. Therefore that of the goods. chattles or lands of the said debtor in your precinct. you cause to be levied and paid to the said creditor. the aforesaid sums. with lawful interest thereon and 17 cents more for this writ. and your own fees. -

And make return of this writ. with your doings thereon. to said Court. to be holden at Concord. in said County. upon the fourth Tuesday of March next -

Witness. John M Gilchrist Esquire the 22 day of October Anno Domini 1849

N. B. Baker
Clerk

Judgement rendered Oct 20. 1849.
Merrimack S.S. Nov 16. 1849. Then Moses D Wadley Eli Dodge. and John Morse personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this Execution

Before me
N. W. Sappen. Justice of the Peace

We the subscribers having examined a certain tract of Land with a part of a dwelling house standing on the same shown to us as the Estate of the within named debtor said Land is situated in Newbury in said County of Merrimack and is part of Lot numbered forty five. bounded as follows to wit: Beginning at a stake & stones standing on the southwesterly side of the post road leading from Newbury south meeting house to Newport being the easterly corner of land lately set off on an execution. from Town of Newbury vs Elijah Ridder thence south fifty four degrees west on the line of said town land about three rods to a stake and stones standing on a line with the Easterly end of a wood shed. thence south about thirty three degrees east by the end of said wood shed and within ten inches of the westerly side of said dwelling house about forty ode feet to a stake and

452

459

Continued

stone standing on a line with the middle of the partition wall between a bedroom situated in the westerly corner of said house and a bedroom adjoining it on the southerly side thereof thence easterly through the middle of the wall between said bedrooms and clothes room twelve feet and five inches to the centre of the wall between said Clothes room and a square room situated in the northerly corner of said house. thence southerly through the middle of the last named wall about two feet and nine inches to the middle of the wall between said square room and the front entry, thence through the middle of the last named wall to the front or northeasterly side of said house about fourteen and one half feet. thence continuing the same course about twenty three feet to said post road at stake and stones, thence westerly by said post road, about forty five feet to bound began at, containing eight and one half square rods more or less with all of that part of said house standing on the above described piece of land, which part consists of one square room, one bed room, Clothes room and cubboard with the cellar under and chamber over said rooms. also a privilege in common of passing from said square room to the cellar and chamber as now occupied. Also a privilege of passing from said square room through the front entry to the said post road as now occupied. And likewise a convienant passway from the front door to the above described land. and appraised the same at its just value do upon our oaths say that the same tract of land and part of building thereon is of the value of one hundred and twenty three dollars and no more and we have set off the same land and part of building by metes and bounds as aforesaid in full satisfaction of the within Execution and costs of leveying the same

March 15th 1850

Moses. D. Wadley.
John. Morse.
Eli. Dodge.

March 23d 1850. I this day received in hand possession of the above described tract of land and part of building by John D Wadleigh Deputy Sheriff

Elisabeth Sweet

Merrimack s.s. March 23d 1850 By direction of the creditor within named I have extended this execution upon the tract of land and part of building above described in manner following. to wit. I caused three appraisers to be appointed. that is to say

Continued

Moses D Wadley by the creditor within named John Morse by the debtor within named. and Eli Dodge By Myself. the said Moses D Wadley John Morse and Eli Dodge being all discreet and disinterested men resident in the county. who being duly sworn by a justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor. upon their oaths said that the above described tract of land and part of building shown them as the estate of the said debtor was of the value of one hundred and twenty three dollars and no more and the said appraisors. set off the same land and part of building by metes and bounds aforesaid. at that sum in satisfaction of this execution and my fees and charges and I have delivered seizen and possession of the said tract of land and part of building to the said creditor. I therefore return this execution satisfied in full.

Fees and charges	
Service	23
Travel	15
Poundage	2.42
Appointing appraisors	25
Notifying Debtor to appointed appraisors	50
Paid Justice	51
Appraisors	400
Recorder	100
to one day showing property and attending with appraisors	2.00
	$11.06

John D Wadleigh
Deputy Sheriff

Received & Recorded March 25th 1850
Examined By
George Jones Register

454

485 580. Badger —

Carter v Flanders. Exon March S. 1850

The State of New Hampshire.

Merrimack. ss.

(SS)

To the Sheriff of any County or his deputy.

Whereas— William Carter jr of Warner in said County. trader. by the consideration of our justices of our court of common pleas. holden at Concord. in said County of Merrimack. on the second Tuesday of October Anno Domini 1849. recovered judgement against Daniel Flanders of said Warner Yeoman. for the sum of eighty dollars fifty seven cents. and costs taxed at seven 00 dollars sixty eight cents as appears of record. whereof Execution remains to be done:

80 57
7 68
88 25
17

We command You. therefore. that of the goods, chattels or land of the said debtor in your precinct. You cause to be levied and paid to the said creditor. the aforesaid sums. with lawfull interest thereon and 17 cents more for this writ. and your own fees.

And make return of this writ. with your doings thereon. to said court. to be holden at Concord. in said County. upon the fourth Tuesday of March next.

Witness. John C Gilchrist. Esquire. the 22d day of October Anno Domini. 1849

N. B. Baker. Clerk.

Judgement rendered Oct 20. 1849.

Merrimack ss. November 17. 1849. I have taken all the right in equity which the within named debtor had on the 30th day of March 1849 when said premises were attached on the original writ in this suit. to redeem a certain tract of land. situate in said Warner, bounded southerly by land of Eldridge G Bailey and William Choat westerly by land of Jonathan S. Herrick and northerly by the Post road leading from Warner to Bradford containing two acres more or less with the buildings thereon. the same being subject to certain mortgages made by said debtor to Benjamin Evans and Henry Woodman. and on the same day. I gave to the said debtor a notice in writing. that the said right in equity would be sold at public auction. at the house of Lorenzo Gerrin in said Warner on the 24th day of December 1849 at one oclock in the afternoon and posted up like notices at the Inn of Lorenzo Gerrin and at the store of William Carter jr two of the most public places in said town of Warner in which the said property is situate and on the said 24th day of December 1849 I sold the said right in equity at the time and place appointed as aforesaid at public auction. to William Carter jr. he being the highest bidder. for the sum of ninety six dollars and seventeen cents. and made and delivered to him a deed of said right in equity in the form prescribed by law. and I have applied the said

sum of Ninety six dollars and Seventeen cents in full satisfaction of this execution and my fees

Fees

Service	2.3
Travel	5
Poundage	2.03
Advertising & Notice	2.00
Selling	1.00
Making Deed & Return	150
	$6.81

Franklin Simonds D Sheriff

Received & Recorded March 26th 1850

Examined By

George Jones Register

457 326 Nesmith & Pike

Pingree v Merrill Upon March T. 1850

S.S.

425.76
1.77
437.53
17
437 70
9

The State of New Hampshire
Merrimack ss. To the Sheriff of any County or his Deputy
Whereas - Stephen Pingree of Salisbury in said County Esquire by the consideration of our Justices of our court of Common pleas. holden at Concord. in said County of Merrimack on the second Tuesday of October. Anno Domini 1849. recovered Judgement against. Caleb Merrill of Franklin in said County Esquire.
for the sum of four hundred & twenty five dollars seventy six cents. and costs. taxed at eleven dollars seventy seven cents as appears of record. whereof Execution remains to be done
We command You. Therefore. that of the goods. Chattels or lands of the said debtor in your Precinct. you cause to be levied and paid to the said creditor. the aforesaid sum with lawful interest thereon and 17 cts. more for this writ. and your own fees.
And make return of this writ. with your doings thereon. to said court. to be holden at Concord. in said county upon the fourth Tuesday of March next.
Witness. John J Gilchrist. Esquire the 22 day of October Anno Domini 1849
J. B. Baker Clerk

Judgement rendered Oct 20 1849

Merrimack. ss. November 20th 1849 Then Stephen Kenrick personally appeared and made oath that he would impartially appraise at its just value such real estate as should be shown him as the estate of the within named Caleb Merrill to satisfy this Execution
Before Me Daniel Osgood
Justice of the Peace

Merrimack ss. Nov 25. 1850. Then James Clark and John J Sewell personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named Caleb Merrill to satisfy this execution
Before me
Austin F Pike Justice of the Peace

Merrimack ss. November 20th 1849
I have taken all the right in equity of the within named debtor to redeem a certain tract of land situated in Franklin in the County of Merrimack being the same attached on the 23 day of October 1848 on the original writ of which this is the execution
Bounded northerly by land of Edward H Barrett & wife David Perkins David B Hancock and others westerly by land of Simeon Rollins John Hancock John J Sewell Kendall O Peabody. Isaac Proctor Joseph Sayes & others. Southerly by land of Calvin Perrish Stephen Kenrick John Hancock & others, Easterly

Continued

by Pemegiwasseett River meaning to ~~embrace~~ all the Real estate owned by said Merrill in said town of Franklin and on the same day I gave to the said debtor a notice in writing that the said right in equity would be sold at public auction at the office of Meserve Smith & Pike in Franklin in said County on the 29th day of December 1849 at 1 o'clock in the afternoon. and posted up like notices at the office of Messrs Smith & Pike. at at the Inn of Daniel S Haley two of the most public places in said town of Franklin in which the said property is situated and on the said 29th day of December I adjourned said sale of said property to the 8th day of January 1850 at the same place and hour and there gave notice of said adjournment by posting up notices at the above mentioned places and gave said debtor a like notice of said adjournment and on the said 8th day of January 1850, I sold sold the said right in equity at the time and place appointed as aforesaid, at public auction to Austin G Pike he being the highest bidder for the sum of one dollar and made and delivered to him a deed of said right in equity in the form prescribed by law and have applied the said sum of one dollar in part payment of my fee

Daniel Osgood Dept Sheriff

We the subscribers having carefully examined a tract of land shown to us as the estate of the within named debtor in Franklin County of Merrimack bounded as follows beginning on the east side of the outlet of Chance Pond at three small white oaks spotted. Standing at the south west corner of land owned by Daniel Webster thence North about 73 degrees east on the south side of land of Daniel Webster one hundred and thirty eight rods to a stone monument standing at his south east corner thence south 16 degrees East on the west line of land of —— Gines forty rods to a stone monument thence westerly parralled with the first line on the north side of land of Stephen B Foster Franklin Center and Daniel B Hancock one hundred and sixteen rods to a stake on the east side of ~~said~~ outlet of Chance Pond thence northerly on the east side of said outlet of Chance Pond about fifty rods to the first bound containing about thirty acres reserving the right of way of the Northern Rail Road ten rods in width through said premises and appraised the same at its just value do upon our oaths ~~as~~ that the same tract of land is of the value of One Hundred and Eight dollars ($108.) and no more and we have set of the same land by metes and bounds as aforesaid.

also one other tract of land situate in Franklin aforesaid bounded as follows. beginning at the north west corner of land of Joseph Noyes and others. on the

458

Continued

South line of land of Dudley Ladd. thence southerly on the west line of Joseph Noyes and others sixteen rods and seventeen links to the southeast corner of said Joseph Noyes and others land thence westerly on land this day set off on Execution to Porter & Rolfe two rods and nineteen links to east side of Franklin and Boistol Rail Road thence northerly on the east side of said Rail Road sixteen rods and seventeen links to land of Dudley Ladd thence easterly on land of said Ladd two rods to first mentioned bound containing one fourth of an acre. have appraised one undivided half of said premises together with the Debtors life estate in the other half and do upon our oaths this day is of the value of Fifty Dollars and no more and we have set off the said tracts of land by metes and bounds as aforesaid in part satisfaction of said Execution

Franklin March 25 1850 Stephen Henrick
James Clark
John S Jewell

Merrimack S.S. March 25th 1850

By direction of the creditor within named I have Extended this Execution upon the tracts of land above described in manner following to wit. I caused three appraisors to be appointed that is to say on the 20th day of November 1849 Stephen Henrick by the creditor within named being a discreet and disinterested man resident in said County who was duly sworn by a justice of the Peace impartially to appraise such real estate as should be shown him as the estate of the within named debtor, and on the 25th day of March 1850 I notified the within named debtor to appoint an appraisor. he refusing to do so I appointed James Clark for the within named debtor and John S Jewell by myself. the said James Clark and John S Jewell both discreet and disinterested men resident in the county who being duly sworn by a justice of the Peace on said 25th day of March 1850 impartially to appraise such real estate as should be shown them as the estate of the debtor upon their oaths said that the above described tracts of land shown them as the estate of the said debtor was of the value of one hundred fifty eight dollars and no more and the said appraisors set off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this Execution and my fees and charges of levying the same which is $14.00 I therefore return this Execution satisfied in part that is for $147.00

And I have delivered seizen and possession

Continued

of the said tracts of land to Austin H Pike
Attorney for said Creditor

Daniel Osgood Dept Sheriff

Fees
Service - - - - - - - - - 2 3
Travel - - - - - - - - - - 5
Poundage - - - - 2.72
Grad'd & 2.00
Justice Fee 50
Pd appraisers 3 50
Recording &l 2 00
$11.00

March 25th 1850 I this day received
Seizen and possession of the above described tracts of
land of Daniel Osgood Dsp't Sheriff

Stephen Parigoee By
his atty Austin H Pike

Received and Recorded March 26th 1850
Examined By
George Jones Register

461 666 Badger

Wilkins & Co. v. Morrill et. als. Exon. March T. 1849

The State of New Hampshire.

Merrimack ss.

To the Sheriff of any County or his Deputy.

Whereas. John H. Wilkins. Richard B. Carter and Alexander H. Rice. all of Boston in the County of Suffolk and the Commonwealth of Massachusetts traders and partners under the firm of Wilkins Carter & Co by consideration of our Justices of our court of Common pleas. holden at Concord. in said County of Merrimack. on the second Tuesday of October Anno Domini 1848 recovered judgement against Luther M. Morrill. George W. W. Silsby and William Kelsey all of said Concord printers. Stereotypers and book binders and late partners under the firm of Morrill Silsby & Co

251.89 for the sum of Two hundred and fifty one dollars
7.21 eighty nine cents. and costs taxed at Seven dollars
259.10 seventy one cents. as appears of record. whereof Execution
17 remains to be done;

We Command You. therefore. that of the goods. Chattels or Lands of the said debtor in your precinct. you cause to be levied and paid to the said creditor. the aforesaid sums. with lawful interest thereon and 17 cents more for this writ and your own fees.

And make return of this writ. with your doings thereon. to said Court. to be holden at Concord. in said County. upon the fourth Tuesday of March next.

Witness John S. Gilchrist Esquire. the 23d day of October Anno Domini 1848

N. B. Baker. Clerk.

Judgement rendered. Oct. 21. 1848.

Merrimack. ss. November 18th 1848. I have taken all the right in Equity of the within named debtors. to redeem certain tracts of land situated in Concord in said County and bounded as follows. to wit. on the East by Main Street known as Lot No. 116. & 117 on said Main Street and being the same premises occupied by said debtors as a book store bindery and printing office. Also a lot of land situated in said Concord on Prince Street being the westerly half of a double house. and adjoining land of Amos P. Morrill now occupied by said Morrill. also a lot of land with the buildings thereon situated on the South side of Centre Street in said Concord adjoining land of Abel Hutchins on the East and South it being the same premises now occupied by said Silsby. also a certain piece of land with the buildings thereon. situated in said Concord on the westerly side of Washington Street bounded Easterly by Land of John Gutterson Northerly by land of Edward L. Chadwick & others westerly by land of John G. Cook & als. and on the same day I gave in hand. or left at the usual place

of abode of said debtors a notice in writing that I the said right in equity would be sold at public auction at the American House in Concord aforesaid at two of the oclock in the afternoon of December 25th 1848. and posted up like notices at said American House and the Merrimack House two of the most publick places in said town in which said property is situated and on the said twenty fifth day of December I sold said right in equity at the time and place appointed as aforesaid at public auction to the within named creditors they being the best bider for the sum of two hundred seventy two dollars and sixty three cents and made and delivered to them a deed of said right in equity in the form. provided by law and I thare applied said sum of two hundred seventy two dollars and sixty three cents after deducting my fees and charges of sale in full satisfaction of this execution

N. A. Davis Sheriff

Fees	
Service	23
Travel	10
Advertising sale	2.00
Notifying Debtors	1.00
Making Sale	2.00
Clerk fees	1.00
Poundage	3.87
Making Deed recording	1.00
	11.20

Received & Recorded March 26th 1850

Examined By

George Jones Register

462

463. 612. Badger

Badger v. Morill, Silsby & Co. Exon. Oct. T. 1848.

The State of New Hampshire
Merrimack ss.

To the Sheriff of any County or his Deputy
Whereas Stephen C Badger of Concord in said County Esquire. by the consideration of our justices of our court of Common Pleas. holden at Concord. in said County of Merrimack. on the fourth Tuesday of March Anno Domini 1848 recovered judgement against George W H Silsby. Luther M Morrill and William Kelsea all of said Concord Stereotypers. Printers & Book Binders and partners and jointly doing business under the firm & style of Morrill Silsby & Co

for the sum of one hundred and twenty three dollars Eight cents. and costs taxed at six dollars sixty six cents as appears of record. whereof Execution remains to be done:

We Command You. therefore. that of the goods. chattels. or lands of the said debtor in your precinct. you cause to be levied and paid to the said creditor. the aforesaid sums with lawful interest thereon. and seventeen cents more for this writ and your own fees

And make return of this writ. with your doings thereon. to said court. to be holden at Concord. in said County. upon the second Tuesday of October next Witness Joel Parker. Esquire. the 12th day of April Anno Domini 1848

P. B. Baker. Clerk.

123.08
6.66
135.74
17

Judgement rendered April 10. 1848.

Merrimack ss. April 26th 1848 I have taken all the right in equity to redeem a certain tract of land and the building thereon situated in Concord in said County that the within named debtors have after praying the Mortgages as recorded on the said County records bounded and described as follows the first on the east side of Main Street known as lot No 115 & 117 on said Street being the same premises now occupied by said debtors as a book Store Bindery & printing office also a lot of land with the building thereon situated on Prince Street being the westerly half adjoining land of Amos P Maney now occupied by said Morrill and on the same day I gave in hand or left at the usual place of abode of each of said debtors a notice in writing that said right in equity would be sold at public auction at the Merrimack House on the 29th day of May and posted up like notices at said Merrimack House and at the American House that the sale would be at one of the oclock in the afternoon of said day and on the 29th adjourned the said sale to the eighth day of June at the same place and hour and then gave notice of said adjournment thereof by posting up notices at both of the above named

places. and at the time last mentioned I sold said right in equity to Stephen C Badger he being the highest bidder for the sum of one hundred and fifty dollars and made and delivered to him a deed of said right in equity in the form prescribed by law and I have applied the said sum of one hundred and fifty dollars in full satisfaction of this execution —

A A. Davis Sheriff

Fees
Service ---23
Travel ---10
Advertising 2,00
Adjourning sale 2,00
Making Sale 2,00
Clerk fees 1,01
Poundage 261
Making Deed
& Recording 1,50
11.44

August 28th 1848 Recd of A A Davis Sheriff the within Debt & Cost

S C Badger

Received & Recorded March 26th 1850
Examined By
George Jones Register

4651 423 Fowler

Sanborn v Sanborn, Exon. March T. 1850

213.06
5 53
21859
17

The State of New Hampshire.
Merrimack ss. To the Sheriff of any County or his Deputy
Whereas.
Ezra Sanborn of Hopkinton in said County, Yeoman —
by the Consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack, on the Second Tuesday of October Anno Domini 1849. Recovered judgment against Peter Sanborn of said Hopkinton Yeoman —
for the sum of two hundred and thirteen dollars six cents, and costs thereof taxed at five dollars fifty three cents, as appears of record, whereof Execution remains to be done:
We command You, therefore, that of the goods, chattels or lands of said debtor in your precinct you cause to be levied and paid to the said creditor: the sums aforesaid with lawful interest thereon, and 17 cents more for this writ: and your own fees:
And make return of this writ with your doings thereon to said Court, to be holden at Concord, in said County, upon the fourth Tuesday of March next.
Witness, John. S. Gilchrist, Esquire, the 22 day of October Anno Domini 1849.
N. B. Baker, Clerk —

Judgement rendered Oct 20 1849 —
Merrimack, ss. November 5. 1849. Personally appearing Nicholas Quimby and Joseph Sewett made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution
Before me Horace Chase justice of the peace
Merrimack ss. November 5. 1849. Personally appearing Horace Chase made oath that he would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution
Before me
Nicholas Quimby Justice of the Peace

We the subscribers having carefully examined a certain tract of land shown to us as the one undivided fourth part of which is the estate of the within named debtor for the term of his natural life and no longer, situated in Hopkinton in said County of Merrimack, bounded Northerly and westerly by Land of Nicholas Quimby, Southerly by land of Stephen Currier, and land in the occupation of Jonathan P. Cowell, being dower of said Cowells wife, and easterly by the Sewett road so called, do upon our oaths say that the estate of the said debtor in the one undivided fourth part of the said

Continued

tract of land and buildings thereon for the term of his natural life only. it of the value of one hundred and thirty dollars and no more and we have set of all the estate of said debtor therein being life estate in the one undivided fourth part thereof in part satisfaction of the within execution. to wit. for the sum of one hundred thirty dollars and no more.

November 5th 1849

Horace Chase
Nicholas Quimby
Joseph Jewett

November 5. 1849. I extended this execution upon one undivided fourth part of the estate of the said debtor for his own life in the tract of land above described. in manner following. to wit. I caused three appraisors to be appointed that is to say Nicholas Quimby appointed by my self Joseph Jewett by the creditor and Horace Chase appointed by my self as the debtor. within named did refuse to appoint. they being all discreet and disinterested men resident in said county of Merrimack who being duly sworn by a justice of the peace, impartially to appraise such real estate as should be shown unto them as the estate of the debtor upon their oaths said they. the above undivided fourth part of the above described for the term of the said debtors natural life it of the value of one hundred and thirty dollars. and the said appraisors set off the same undivided fourth part of the same land by metes and bounds as aforesaid at that same in part satisfaction of this execution and my fees and charges of levying the same. and I have delivered possession and seizin of the said tract of land to the said creditor. I therefore return this execution satisfied in part. to wit. for the sum of one hundred and thirty dollars. after deducting my fees and charges and for no more

And'w Leach D. Sheriff

Merrimack ss Nov 5 1849. I have this day received seizen and possession of the above described life estate of Andrew Leach Dep't Sheriff

Egra Sanborn By
Asa Fowler Att'y

Expence of set off
together with my fees for same 05.53

Received & Recorded March 26th 1850
Examined — By

George Jones Register

466

4 67 266. H. Chase

Sargent v Flanders. Exon March T. 1850,

Service 23
Travel .30
Poundage 250
Records 1.00
Return 1.00
Notify appo 50
Justice fee 25
Appraisers 3.50
9.03

102.12
10.38
112.50
17
112.67

The State of New Hampshire.

Merrimack ss. To the Sheriff of any County or his Deputy.

Whereas, Stephen B Sargent of Hopkinton in said County trader.

by the consideration of our justices of our court of common pleas holden at Concord. in said County of Merrimack. on the second Tuesday of October Anno. Domini 1849. recovered judgement against. Daniel Flanders of Manchester in the County of Hillsborough gentleman

One thousand one hundred and two dollars twelve cents and costs taxed at ten dollars thirty eight cents as appears of record. whereof execution remains to be done

We command you. therefore. that of the goods. chattels or lands of said debtor in your precinct. you cause to be levied and paid to the said creditor. the afore said sums. with lawful interest thereon and 17 cents more for this writ. and your own fees.

And make return of this writ. with your doings thereon. to said court. to be holden at Concord. in said county. upon the fourth Tuesday of March next-

Witness, John J Gilchrist. Esquire. the 22. day of October Anno. Domini. 1849

N.B. Baker. Clerk.

Judgement rendered Oct. 20. 1849.

Merrimack ss Nov. 14. 1849 then Personally appeard Joseph Stanwood Josiah S Knowlton and Francis D Knowlton. and made oath that they would impartially apprise at its just value such real estate as should be shown to them as the estate of the within named debtor to satisfy this execution

Before Me

Matthew Harvey Justice of the Peace

Merrimack. S.S. Nov 14 1849 We. the subscribers having carefully appraised at its just value a certain annual rent of forty dollars and fifty six cents issuing out of a certain tract of land with the buildings thereon situate in Hopkinton in said. County bounded and described as follows to wit. Beginning at the northwesterly corner thereof on the highway leading through Hopkinton Village to Concord by land of the heirs of Ebenezor Lenerd. thence southerly and westerly by said Lenerds land and land of Matthew Harvey Benjamin Perkins Joseph Stanwood Horrace Chase and Simon Knowls to a pass-way leading to the Ballard garden so called) thence easterly by said passway and land of Horrace Chase and land of Andrew Leach & land of H H Greene. thence northerly by Land of said Greene to Land of H B Blanchard thence Westerly and Northerly by land of said Blanchards land and land of Isaac Smith. to the highway above mentioned. thence westerly on said highway to the place of beginning. for the term of

Continued

Sixty three years yet to come. part of an unexpired term of ninety nine years in said premises. shown us as the estate of said debtor. do upon our oaths say. that the said annual rent for the term of three years next coming is the value of one hundred twenty one dollars and seventy cents: and we have set off the said annual rent for the term of three years. to the creditor in full satisfaction of this execution

Joseph Stanwood }
Josiah S Knowlton } appraisors
Francis D Knowlton }

Merrimack ss Nov 14 1849 I have extended this execution upon a certain annual rent. issuing out of the real estate above described in manner following to wit I caused three appraisors to be appointed that is to say Joseph Stanwood appointed by myself Josiah S Knowlton by the creditor and Francis D Knowlton appointed by me for the debtor the said debtor residing out of said county. being all discreet and disinterested men residents in the county. who being duly sworn by a justice of the Peace impartially to appraise such real estate and annual rents as should be shown them as the estate of the debtor upon their oaths that the above described annual rent was forty dollars fifty cents and the said appraisors set off the same for three years next cumming for the value of one hundred and thirty one dollars & seventy cents and the said appraisors set off the same by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees. and I have delivered seizin and possession of the annual rent to said creditor. I therefore return this execution satisfied in full

Andrew Leach D Sheriff.

Merrimack ss. I this day received seizen and possession of the above described annual rent by Andrew Leach Dep Sheriff

Stephen B Sargent

Expence of set of together with my fees $ 09.03

Received and Recorded March. 26th. 1850.
Examined By
George Jones Register

468

469 327 Nesmith & Pike

Porter et al v. Merrill Exon Mar. T. 1850

325.79
16.12
341.91
17
342.08
9
3.17872

The State of New Hampshire

Merrimack ss. To the Sheriff of any County or his Deputy

Whereas George Porter & Herman M Rolfe of Concord in said county, partners in trade under the name & style of Porter & Rolfe by the consideration of our justices of our court of common pleas. holden at Concord. in said county of Merrimack on the second Tuesday of October Anno Domini. 1849 recovered judgement against Caleb Merrill of Franklin in said county esquire for the sum of three hundred & twenty five dollars seventy nine cents. and costs. taxed at sixteen dollars twelve cents as appears of record. whereof execution remains to be done:

We command You. therefore that of the goods chattels or lands, of the said debtor in your precinct. you cause to be levied and paid to the said Creditor. the aforesaid sums. with lawful interest thereon and 17 cents more for this writ. and your own fees.

And make return of this writ. with your doings thereon to said court. to be holden at Concord. in said county. on the fourth Tuesday of March next

Witness John. S. Gilchrist. Esquire. the 22 day of October Anno Domini 1849

H B Baker Clerk

Judgement rendered Oct 20. 1849.

Merrimack ss Nov 19th 1849. I have taken all the right in equity of the within named debtor. to redeem a certain of land situated in Franklin. commencing on the east corner. on the west side of the Cross road. adjoining the Wid Susan Smith land. thence westerly on said road to the land of the late Jacob Evans thence westerly by the land of said Evans to land of Edward H Barrett thence Southerly by land of said Barrett untill it strikes the land of the said Susanah Smith thence easterly by the land of said Smith to the bounds first-mentioned the same being subject to all the Mortgages as recorded on Merrimack County records. from Caleb Merrill to any one of said premises and on the same day. I gave in hand a notice in writing to said debtor that said right in equity would be sold at public auction. at the Inn of Daniel N Haley in Franklin in said county on the 21th day of December 1849. at one of the oclock P.M. and posted up like notices at the Inn of said Haley and at the post Office in said Franklin being two of the most public places in said town. in which said property is situated. and on the said 21th day of Dec. I adjourned the said sale untill the 29th instant and gave like notices as above that said sale would be at the same place and same time of day and on the 29th day of Dec 1849 I adjourned the above sale untill Jan 8th 1850 at the same hour and place. and gave the same notice of the adjournment

Continued

as of the first sale and on said eight day of January I sold the said right in equity at the time and place appointed as aforesaid at public auction to Austin G Pike he being the highest bidder for the sum of five dollars. and made and delivered him a deed of said right in equity in the form prescribed by law. and I have applied the said sum of five dollars in part satisfaction of this execution. Also Return on this Execution Seventy five dollars, (65-95-) cents in part satisfaction of this execution. Money received for the sale of goods on David Parkers land of Caleb Morrill in part satisfaction of this exe

Fees		
Advertising sale	2.50	
Two adjournments & Expence 245 each	4.90	
Making Sale	2.00	C A Davis Sheriff
Fare & Expence	1.45	
Clerk Fees	2.00	
Making Deed	50	
Paid for recording Execution	1.00	
Recording Deeds	50	
	14,85	

Merrimack ss Nov 15/49 Then Stephen Kenrick Personally appeared and made oath that he would impartially appraise at its just value such real estate as should be shown him as the estate of the within named debtor to satisfy this execution

Before Me

Austin G Pike Jus. Peace

March 23 1850 Then personally appeared Daniel Osgood and Hiram Fellows and made oath that he would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before Me

Geo. W. Nesmith Jus Peace

We the subscribers having carefully Examanined a tract of land shown to us as the estate of the within named debtor situate in Franklin County Merrimack bounded as follows, commencing at the North East corner of land owned by Joseph Noyes. following said Noyes land southerly to land of Calvin Gerrish about twenty two rods. thence easterly about ninety five rods on said Gerish land to a stake and stones, thence northerly on said Gerish land about twenty two rods to land owned by the Northern Rail Road Co. and Isaac Procter to first mentioned bounds. and appraised one undivided half and the debtors life estate in the other half at its just value do upon our oaths say the same tract of land is of the value of one hundred thirty three dollars and thirty three cents $133.33. and no more. and we have set off the same tract by Metes and bounds as aforesaid. also one other tract of land. situate in Franklin afore said bounded as follows. beginning

470

Continued

on the Coos road. so called at the southeast corner on the lane leading to Widdow Evans house thence south 64 west nine rods and four links. thence North 15½ west three rods. thence South 75 west seven rods to the Bristol and Franklin Rail Road thence northwest 10¼ rods to a post. thence North 76 East nine rods eighteen links to a stake and stones. thence South 14 East four rods. thence easterly five rods 15 links to the road. thence on said road four rods to first mentioned bound, one undivided half and the debtors life estate in the other at its just value do upon our oaths say, is of the value of one hundred eighty three dollars and ninety cents $183.90 and we have set off said land by metes and bounds as aforesaid in satisfaction of the within Execution

Franklin, March. 25. 1850. Stephen Kenrick
Daniel Osgood
Hiram Fellows

Merrimack ss March 1850. By direction of the creditors within named I have extended this Execution upon the tracts of land above described in manner following to wit. I caused three appersiors to be appointed one by Caleb Merrill (the debtor) Stephen Kendrick Daniel Osgood By Porter & Rolfe (the creditors and Hiram Fellows by myself. all being discreet and disinterested men. resident in said County who being duly sworn by a justice of the peace, impartially to appraise such real estate as should be shown them as the estate of the debtor. upon their oaths said that the above described tracts of land. shown them as the estate of the said debtor was of the value of three hundred twenty seven dollars & twenty three cents and no more. and the said appersiors set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this Execution and my fees and I have delivered seizen and possession of the said tract of land to the said creditors. I therefore return this Execution satisfied in full

N A Davis Sheriff

Fees	
Notifying appersiors	2 50
Magistrate fees	50
My time & expence	5.50
Paid Register	1.00
Surveyor	1.00
Paid appersiors	6.00
Poundage	4.47
Board 16 m	90
Service	23
	22.10

March 26th 1850 Merrimack ss. Received of N A Davis Sheriff seizen and possession of the above described premises

Porter & Rolfe

Received and Recorded March 27th 1850

Examined By George Jones Register

Gerrish v Kimball Exon Oct 9. 1849

L S

The State of New Hampshire
Merrimack ss. To the Sheriff of any County or his Deputy
Whereas Harlan P Gerrish of Boscawen in said
County of Merrimack Gentleman
by the consideration of our Justices of our Court of
common pleas holden at Concord. in said County
of Merrimack. on the fourth Tuesday of March Anno
Domini 1849. recovered judgement against
Jeremiah Kimball of said Boscawen
Esquire
for the sum of one hundred ninety nine Dollars
eighty seven cents and costs. taxed at fifteen dollars
eighty three cents as appears of record whereof execution
remains to be done:
We command You therefore. that of the goods. chattels
or lands of the said debtor in your precinct — you cause
to be levied and paid to the said creditor — the aforesaid
sums with lawfull interest thereon and 17 cents more
for this writ; and your own fees —
And make return of this writ. with your doings thereon
to said Court to be holden at Concord. in said County:
upon the secondy Tuesday of October next.
Witness. John. J. Gilchrist Esquire the 6th day of April
Anno Domini 1849
N. B. Baker. Clerk

199.87
15 83
215 70
17

Judgement rendered April 4 1849

Know all Men by these presents that I
Harlan P Gerrish. within named in Consideration
of two hundred Dollars to me paid by William
M Kimball of Lawrance in the Commonwealth
of Massachusetts Gentleman — do hereby grant and
assign to said William M Kimball the judgement
within mentioned with full power to recover the
same for his own use at his own risk and expence
subject to the lien of L Smith Esq who was my attorney
in the suit for his costs — Witness my hand and
seal this 26th day of April 1849
Signed Sealed and Delivered
in presence of —
John Batchelder Harlan P Gerrish L.S.

Merrimack ss. May 1849. I have taken all
the right in equity of the within named Debtor to
redeem a certain tract of land situate in Boscawen
bounded and described as in Mortgage deed from Jeremiah
Kimball & wife to Benjamin Sanborn & J M Harper
Executors of the last will and testament of Smith Sanborn
as recorded in Merrimack County Records Vol 89 Page 166
being subject to the payment — a certain promissory note
dated October 1847 for 1600 as described in the Mortgage
above described — and the same day I gave in hand a
notice in writing that said right in equity would be
sold at public Auction at the Inn Luther Pearson

472

Continued

in Boscawen in said County June 6th 1849 at one of the oclock in the afternoon and posted up a like notice at the above named Inn and a like notice at the Store & Post Office Kept by Johnson & Gage two of the most public places in said Town of Boscawen in which said property is situated - and on the sixth day of June I adjourned untill the 15th day of June - at the same place and same hour of the day by giving the same notices as above described and advertising in the New Hampshire Patriot Independant Democrat and New Hampshire Statesman - at that time the sale was adjourned untill the twenty fifth day of June at the above named place and same time in the day and also gave the same notices as at the first sale there being only five dollars bid on the said fifteenth day - and on the said twenty fifth day I sold the above described premises to Joseph A Gilmore for one thousand Dollars he being the highest bidder - and made and delivered him a deed of said right in equity in form as prescribed by law - and I have applied the said sum of 1.000 D in full satisfaction of this execution - and deducting my fees amounting to 21.19 leaving in my hands 760.79. to be applied to Gilmore & Co's Execution now ~~decease~~ in my hands

Service	2 9.
Travel	3 0
Advertising Sale	3.00
1 Adjourning Sale new spapers & expence	3.25
2 Adjournment do. do. do.	3 2 5
Sale do do do	3 2 5
Deed	50
Recording Execution	1 0 0
Poundage	3.41
Paid for notices in the three papers	3 0 0
	21.19

A A Davis Sheriff

Received & Recorded April 5 1850
Examined By
George Jones Regr

Hutton adv Bordelle Jr Exn April 1850

The State of New Hampshire

Hillsborough ss. To the Sheriff of any County or his Deputy

Whereas James Gilchrist of Deering in said County Yeoman Administrator of the goods and estate that were of Samuel Gregg late of said Deering gentleman deceased intestate.

by the consideration of our justices our Court of Common Pleas holden at Manchester in said County of Hillsborough on the fourth Tuesday of October A D 1849 recovered judgement against

James Bordelle Junr of Milford in said County Yeoman and James M Wilson and Reuben Bordelle both of Antrim in said County Yeomen

for the sum of four hundred sixty nine dollars and four cents and costs taxed at twenty six dollars seventy seven cents as appears of record. whereof Execution remains to be done for four hundred eighty two dollars & forty two cents

We Command You. therefore that of the goods. chattels or lands of said Debtors in your precinct you cause to be levied and paid to the said Creditor the aforesaid sums with lawful interest thereon and 17 cents more for this. Writ. and your own fees.

And make return of this Writ with your doings thereon. to said court to be holden at Amherst in said county. upon the third Tuesday of April next

Witness John J Gilchrist Esquire the 12 th day of November A D 1849

P. Dodge. Clerk.

469.04
26.77
495.81
13.39
482.42
17

Judgemen. Nov 10th 1849

Merrimack ss December 3 1849. Then David Durell. Personally appeared and made oath that he would impartially appraise at its just value such real estate as should be shown him as the estate of the within named debtor to satisfy this execution

Before me

Amos Morse. Justice of the Peace

Merrimack ss. April 11th 1850. Then Bartholamew Smith & John Hubbard. personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me

Cyrus Cressey. Justice of the Peace.

Hillsborough Nov. 17. 1849

Received on the within Two hundred and Ten dollars and thirty four cents

James Gregg

474

Continued

We the Subscribers having carefully examined two tracts of Land shown to us as the estate of the within named debtor. bounded as follows. The one commencing at the northwest corner of a pasture belonging to Moses W Eaton. thence north 15° West 211 rods to a birch tree marked- thence north 30° East- 21 rods to a birch tree marked — thence south 87° east 21 rods to a birch tree marked — thence south 27° East 240 rods to the southwest corner of Knight and Marshalls land — thence south 83° west 110 rods to the bound first mentioned & containing nine[ty] five acres be the same more or less — The other commencing at a stake & stones 30 rods south of the northwest corner of Moses W Eatons land — thence running south 65° West — 40 rods to a birch tree marked — thence south 15° East — 32 rods to a stake marked — thence north 65° East — 40 rods to a stake & stones upon the westerly line of Moses W Eatons land thence north 15° west — 32 rods to the bound first mentioned & containing eight acres be the same more or less — and appraised the same at its just value do upon our oaths say that the same tracts of land are of the value of three hundred and one dollars & twenty one cents and no more. and we have set off the same tracts of land by Meles and bounds as aforesaid in satisfaction of this execution.

Bradford April 11th 1850

David Durell
Barthelamew Smith
John Hubbard

Merrimack ss. April 11th 1850 — By direction of the creditor within named. I have extended this execution upon the tract of land above described in manner following, to wit. On the third day of December 1850 I caused an appraisor to be appointed to wit. David Durell appointed by me for said Debtor and the said debtor not residing in the county nor within twenty miles of the property appraised- and on the eleventh day of April 1850. I caused two additional appraisors to be appointed that is to say Barthelomew Smith and John Hubbard both appointed by myself the said David Durell Barthelamew Smith & John Hubbard being all disinterested men resident in the County who being duly sworn by a Justice of the peace. impartially to appraise such real Estate as should be shown them as the Estate of the debtor. upon their oaths said that the above described tracts of land shown to them as the estate of the said debtor was of the value of three hundred and one dollars & twenty one cents and no more. & the said appraisors set off the same land by Meles & bounds as aforesaid at that sum in satisfaction of this execution & my fees. & I have delivered seizen & possession of the said tract of land to the said creditor Therefor a return. this Execution satisfied in full

Continued

Debt due on Expon #277.27

Benjamin Gaillie jr Deputy Sheriff

Fees	
Service	2 3
Travel	1.0 0
Poundage	5.6 6
Charges Ret justice	5 0
" " appraisers	6.00
" " Surveyor	2.00
" " Recorder	1.25
Travel to Recorder	1.70
" " Clerk	1.60
Service at appointment	2.00
	21.94

Bradford April 11th 1850. I this day received seizen & possession of the above described tract of land by Benjamin Gaillie jr Deputy Sheriff

James Fulton admr. by James M Wilson

Received & Recorded April 12th 1850

Examined By

J. George Jones, Register

476

477 (855) Stevens

Clough v Clifford Coxon Oct T. 1850

The State of New Hampshire

Merrimack ss. To the Sheriff of any County or his Deputy

Whereas George Clough of Concord in said County Gentleman by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the Fourth Tuesday of March Anno Domini 850 recovered judgement against Charles H. Clifford of said Concord Trader. for the sum of One hundred & three dollars — cents and costs taxed at seven dollars and seventy eight cents as appears of record whereof Execution remains to be done:

103. 00
7. 78
17

We command You therefore that of the goods chattels or lands of the said debtor in Your precinct you cause to be Levied and paid to the said Creditor the aforesaid sums with lawful interest thereon and 17 cents more for this writ and your own fees.

And make return of this writ with your doings thereon. to said court to be holden at Concord in said County upon the Second Tuesday of October next—

Witness John J. Gilchrist Esquire the 15th day of April Anno Domini 1850

A. B. Baker Clerk

Judgement rendered April 12-1850 —

Merrimack ss May 6th 1850. Then William B. French David L Morril & John Gass personally appeared & made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor

Before Me H. P. Rolfe

Justice of the Peace ——

We the subscribers having carefully examined a tract of land shown us as the estate of the within named debtor Charles H Clifford. bounded as follows on the north by Thompson Street in Concord in the County of Merrimack — on the east by Jefferson Street. on the west by Land of Henry H Chickering. & on the south by a line running parallel to said Thompson street. & widely West South of the same the said Cliffords interest therein being one undivided half in common with another do upon our oaths say that in our Judgement said real estate cannot be divided without impairing its value & that one undivided half said tract of land is of the value of one hundred & ten dollars & no more & we have set off the above in part satisfaction of this execution & the fees & charges of levying the same

May 7th 1850

Wm B French
David L Morril
John Gass

I have extended this execution upon one undivided half of said tract of land. in manner following to wit. I caused three appraisors to be appointed that is to say. William B French by the debtor. John Gass by the creditor & David L Morril by myself. the said French. Gass & Morril being all disinterested & disinterested men. residents in the county who being duly sworn by a Justice of the Peace. impartially to appraise such real estate as should be shown them as the estate of the debtor. upon their oaths said that one undivided half of said tract of land. was of the value of one hundred & ten dollars & no more. & the said appraisors set off the same at that sum in part satisfaction of this execution & my fees. & I have delivered seizen and possession of said one undivided half of said tract of land to said creditor. Therefore return this Execution satisfied in part. to wit for the sum of one Hundred dollars & five cents. being the residue of said one hundred & ten dollars the value of said one undivided half of said tract of land after deducting my fees & charges & the com.

Continued

Fees

Service	2 3
Travel	1 0
Levy	1.00
Poundage	2.86
Justice Fees	51
Paid assessors	1 5 0
appointing + Notifying	1 0 0
Paid Recorder	75
Return	1 5 0
Attendance as sheriff	1 0 0
	9.95

H. P. Rolfe Dep. Sheriff.

Received + Recorded May 8th 1850
Examined Attest
George Jones Register

479 248 (65) Butterfield

Flanders v Colby Coxon. Oct P 1850

The State of New Hampshire —
Merrimack ss. To the Sheriff of any county or his Deputy —
Whereas. Walter P Flanders. of Milwaukee. in the county of Milwaukee. and State of Wisconsin. attorney at Law. By the consideration of our Justices of our court of common pleas holden at Concord. in said county of Merrimack on the fourth Tuesday of March. Anno Domini 1850. recovered judgement against. Joseph Colby of New London in said county Gentleman.

204. 00
18. 21
222 21
17
222. 38

for the sum of Two hundred and four dollars _ cents and costs taxed at eighteen dollars twenty one cents as appears of record whereof execution remains to be done
We command you. therefore. that of the goods. chattels or lands. of the said debtor in your precinct you cause to be levied and paid to the said creditor. the aforesaid sums. with lawful interest thereon and 17 cents more for this writ and your own fees
And make return of this writ. with your doings thereon to said court to be holden at Concord. in said county upon the second Tuesday of October next
Witness. John J. Gilchrist. Esquire. the 15th day of April. Anno Domini 1850.

N B Baker
Clerk.

Judgement rendered April 12. 1850

Merrimack ss May 7th 1850. then John Woodbury Jr Otis Jones and Nathan Phelps personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this Execution

Before Me
True George Justice of Peace

We the subscribers. having carefully examined a tract of land. shown to us as the estate of the within named debtor situated in New London in the county of Merrimack and State of New Hampshire. bounded as follows. one piece commencing at a stake on the highway at the west end of the barn owned by Samuel Shepard. and said debtor running northerly on the highway leading by the new London Town Farm to Gays corner so called. to a stake at the south west corner of David Gays land. thence easterly on said Gays land to a stake in the corner of the fence. thence southerly on the line of the fence and wall to Samuel Sheparas. land. thence westerly following the wall at the lane to the east end of the barn. thence following around said barn to the bound began at. to contain six acres more or less. and appraised the same at its just value do upon our oaths say that the same tract of land is of the value of ninety dollars and no more, and we have set off the same land by metes and bounds as aforesaid in part satisfaction of the Execution to wit in the sum of ninety dollars

Continued

Also- We the subscribers have carefully examined one other tract of Land. shewn to us as the estate of the within debtor situated in New London aforesaid and bounded as follows commencing at an Apple Tree at the north west corner of the Orchard and on the south side of the Lane thence running easterly on said Lane to a stake on Samuel Sheparas Land at the corner of the wall. thence southerly on said Sheparas Land to on the line of said Shepharas line. thence westerly following the line of the Platt thence to a stake and stones. thence northerly to the bound first mentioned. to contain one half acre more or less and appraised the same at its just value do upon our oaths say that the same tract of land is of the value of forty dollars and no more. and we have set of the same land by metes and bounds as aforesaid in further part satisfaction of the within execution. to wit- the sum of forty Dollars ~~two~~

Also- we the subscribers have carfully examined the northerly half of the front house.. and the westerly half of the barn together with the land upon which the same now stand upon together with all the rights and privileges appertaining to the same being the premises known as the Otis Everett place situated in New London aforesaid. and shown to us as the estate of the within named debtor. and appraised the same at its just value. and do upon our oaths say that the same buildings and land upon which the same stand upon is of the value of sixty dollars and no more. and we have set of the same as aforesaid in further part satisfaction of the within execution to wit- in the sum of sixty Dollars —

Also- We the subscribers having carfully — one other tract of land situated in said New London shewn to us as the estate of the within named debtor bounded as follows: commencing at a stake on the west side of the highway aforesaid opposite the west end of the barn. and running westerly on the line of Samuel Phepards Land. to a stake at the ditch. thence northerly on the line of said ditch to a stake on Asa Gays land. thence easterly on said Gays line to the highway aforesaid. thence southerly on said highway to the bound first mentioned containing four acres more or less. and appraised the same at its just value. do upon our oaths say. the same tract of land is of the value of forty eight dollars and twenty nine cents and no more and we have set off the same land by metes and bounds as aforesaid in full satisfaction of the ballance of the within execution and the fees and charges of levying the same

May 7. 1850-

John Woodbury Jr
Otis Jones
Nathan Phelps

Merrimack ss May 7th. 1850. By Direction of Samuel Bittergield Esqr atty for the Creditor within named I have extended this execution upon the tracts of land above described in manner following to wit- I caused three

480

Continued

appraisers to be appointed. that is to say John Woodbury Jr. appointed by myself. Otis Jones appointed by me for the said debtor the said Debtor having been notified & requested to appoint an appraisor. and not agreeing in the appointment and neglecting to appoint. and Nathan Phelps appointed by me for the Creditor. the said Creditor being out of the county and not within twenty miles of the property to be set off. the said John Woodbury Jr. Otis Jones and Nathan Phelps being all discreet & disinterested men. and resident in the county. who being duly sworn by a justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the said debtors upon their oaths said that the first above described tract of land shown them as the estate of the said debtor was of the value of ninety dollars. and no more. and the said appraisors set off the same land by metes and bounds as aforesaid in part satisfaction of this execution. to wit-for the sum of ninety dollars—

Also by direction of Samuel Butterfield Esqr. atty for the creditor within named. I have further extended this execution upon the second tract of land above described in manner following to wit. I caused three appraisers to be appointed that is to say John Woodbury Jr by myself. Otis Jones appointed by me for the said Debtor. the said debtor having been notified & requested to appoint an appraisor. and not agreeing in the appointment and neglecting to appoint and Nathan Phelps appointed by me for the creditor. the said creditor being out of the county and not within twenty miles of the property to be set off. the said John Woodbury Jr. Otis Jones and Nathan Phelps being all discreet & disinterested men and resident in the county who being duly sworn by a Justice of the Peace. impartially to appraise such real estate as should be shown them as the estate of the said debtor upon their oaths said that the second above described tract of land. is of the value of forty dollars and no more. and the said appraisors set off the same land by metes and bounds as aforesaid as that sum in further part satisfaction of this execution. to wit. for the sum of forty dollars —

Also - By Direction of Sam[l] Butterfield atty for the creditor within named. I have further extended this execution. upon the third tract of land and buildings above described in manner following. to wit. I caused three appraisors to be appointed that is to say. John Woodbury Jr by myself Otis Jones by me for the said debtor. the said debtor having been notified and requested to appoint an appraisor. and not agreeing in the appointment and neglecting to appoint. and Nathan Phelps appointed by me for the creditor. the said creditor being out of the county and not within twenty miles of the property to set off. the said John Woodbury Jr. Otis Jones. and Nathan Phelps being all discreet and disinterested men and resident in the county who being duly sworn by a Justice of the Peace. impartially to appraise such real estate — as the estate of said debtor upon their oaths said that third above described tracts of land and buildings is of the value of sixty dollars & no more. and the said

Continued

appraisors have set of the same Land and buildings as aforesaid at that sum. in further part satisfaction of this execution to wit. for the sum of sixty dollars.—
Also. by direction of Saml Butterfield Esqr. atty for the creditor within named. I have further extended this Execution upon the fourth & last piece of Land above described in manner following to wit. I caused three appraisors to be appointed. that is to say. John Woodbury Jr by myself. Otis Jones by me for the said debtor. the said debtor having been notified and requested to appoint an appraisor. and not agreeing in the appointment and neglecting to appoint. and Nathan Phelps appointed by me for the creditor. the said creditor being out of the county and not within twenty miles of the property to be set off. the said John Woodbury Jr. Otis Jones. and Nathan Phelps being all discreet & disinterested men and resident in the county who being duly sworn by a Justice of the Peace impartially to appraise. such real estate as should be shown them as the estate of said Debtor. upon their oaths said the Last above mentioned & described piece of Land was of the value of forty eight dollars and twenty nine cents and no more and the said appraisors have set off the same Last mentioned piece of Land at that sum in full discharge of the Ballance of this execution and my fees and charges of levey the same and I have delivered seizin and possession of the above tracts of Land and buildings to Samuel Butterfield Esqr atty for for the within named Creditor —

Fees	
Ser.	2 3
Prad	7 0
Poundage	3.48
Notify defendant	1.50
Notify appraisors	2.00
Paid "	3.00
Attend set-off and Return	3.00
Pd for Recording	2 00
	$15.91

Brue George Dept Sheriff

May 8th 1850 I have this day received seizen and possession of the above described tracts of Land of Brue George Dept Sheriff
S Butterfield. Ptfs. atty

Received & Recorded May 24th. 1850
Exam'd By George Jones Regr

482

483

144. Wheeler

Horner v Woodward Expon Ret P 1850

58.50
14.89
17
73.56

The State of New Hampshire

Merrimack ss. To the Sheriff of any County or his Deputy

Whereas William H Horner of Concord in said county Physician by the consideration of our Justices of our courts of Common Pleas holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1850. recovered Judgement against Joseph Woodward of New London in said county Yeoman. for the sum of fifty eight dollars fifty cents and costs taxed at fourteen dollars eighty nine cents as appears of record whereof Execution remains to be done.

We command you therefore that of the goods chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor the aforesaid sums with lawful interest thereon and 17 cents more for this writ. and your own fees And make return of this writ with your doings thereon to said court to be holden at Concord in said county upon the second Tuesday of October next.

Witness. John J Gilchrist Esquire. the 15th day of April Anno Domini 1850

N. B Bakes. Clerk

Judgement rendered April 12 1850

$58.50

Merrimack ss. May 8th. 1850. Personally appeared Jeremiah J Durgin and made oath that he would impartially appraise at its just value such real estate as should be shown him as the estate of the within named debtor to satisfy this Execution

Before Me Prue George

Justice of the Peace

Merrimack ss. May 22d 1850 Personally appeare Stephen Powell. Dennis H Adams and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this Execution

Before Me

Prue George Justice of the Peace —

We the subscribers having carefully examined a tract of land shown to us as the estate of the within named debtor bounded as follows. viz. commencing at the northeast corner of said debtors homestead farm. situated in the town of New London in said county. thence north 36 degrees west 38 rods ½ on land owned by John H Woodward to a stake & stones. thence south 45 degrees west 17 rods & 7 links to a stake. thence south 36 degrees east 43 rods to a stake on the road. thence on said road to the first mentioned bound containing four acres and a half and appraised the same at its just value. do upon our oaths say that the same tract of land is of the value of ninety one dollars and no more. and we have set off the same land by metes and bounds as aforesaid in satisfaction of the within execution

New London May 22d 1850

J. J Durgin
S R Powell
D H Adams

Continued

Merrimack ss May 22d 1850 By Direction of the Creditor within named I have executed this Execution upon the tract of Land above described in manner following, to wit. I caused three Appraisors to be appointed. That is to say Stephen Swett by the creditor within named. Dennis H Adams by the debtor within named. and Jeremiah P Durgin by my self. the said Stephen Swett & Jeremiah P Durgin being all disinterested and disinterested men resident in the county. who being duly sworn by a Justice of the Peace impartially to appraise such real Estate as should be shown them as the Estate of the said debtor upon their oaths said that the above described tract of Land shown them as the estate of the said debtor was of the value of ninety one dollars and no more and the said appraisors set off the same by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees and I have delivered seizen and possession of the said tract of land to the said creditor. I therefore return this execution satisfied in full —

Fees	
Ser	2 3
Power	7 5
Poundage	1 7 0
Notifg Appraisors & Defendant	2 2 6
Pd appraisors	6 0 0
Pd Surveyor	1 0 0
Attendg att Off & return	4 0 0
Pd for Rec'd	1 5 0
	$17.43

Pone George. D Shff

May 22d 1850. I this day received seizen and possession of the above described tract of land by Pone George Deputy Sheriff

William H Hosmer

By his atty. Saml M Wheeler

Received & Recorded May 24. 1850

Eod By George Jones Regr

485 (201) Fletcher

Fletcher v Hillon. Exon. Oct. T 1850

169. 11
11. 48
17
180. 76

The State of New Hampshire
Merrimack ss. To the Sheriff of any county or his Deputy
Whereas Arthur Fletcher of Concord in said county Esquire by the consideration of our Justices of our Court of common pleas holden at Concord in said county of Merrimack on the fourth Tuesday of March Anno Domini 1850 recovered judgement against Charles B Hillon of Andover in said county Cabinet-Maker for the sum of one hundred & sixty nine dollars eleven cents and costs taxed at eleven dollars & forty eight cents as appears of record whereof execution remains to be done We command you therefore. that of the goods. chattles or land of said debtor in your precinct you cause to be levied and paid to the said creditor. the aforesaid sums with lawful interest thereon and 17 cents more for this writ and your own fees
And make return of this writ. with your doings thereon to said court. to be holden at Concord in said county upon the second Tuesday of October next.
witness. John S. Gilchrist. Esquire the 9th day of May. Anno Domini 1850.

N. B. Baker
Clerk

Judgement rendered April 12. 1850

1850 June 12. Recd of Pour George D Sheriff one hundred Seventy Seven Dollars & 72 cents in part satisfaction of the within Execution

Arthur Fletcher

Merrimack ss June 12th 1850. I have taken all the right in equity of the within named debtor to redeem a certain tract of land situate in Andover in said county and bounded on the east by the highway. leading from the east meeting house in s Andover to Franklin Pledge on the north by Land of Willard Emery. on the west by the Northern Rail Road. and on the south by Land of Lewis Heath. three acres more or less with the buildings on the same. the same being subject to a mortgage made by said debtor to one Joseph P Ladd. dated April 1849 to secure the payment of two hundred dollars with interest annually on demand. and on the tenth day of May 1850 I gave to the said debtor a notice in writing that the said right in equity would be sold at public auction on the premises on the 12th day of June 1850 at one o'clock in the afternoon and posted up like notices at the Inn of Jeny L Dorgin and at the store of Decker & Scribner two of the most public places in said town of Andover in which said property is situate and on the said 12th day of June 1850 I sold the said right in equity at the time and place appointed as aforesaid to Arthur Fletcher Esqr he being the highest bidder for the sum of one hundred & eighty eight dollars and have made and delivered to him a deed of said right in equity in form prescribed by law and have appropriated the sum of one hundred & seventy seven dollars & seventy two

Continued

two cents after deducting my fees and the charges of sale in part satisfaction of this Execution

Fees

Ser	23
Pra	20
Poundage	9 85
Writing & Posting Notices & notifg Defend	1 50
Selling	2 00
Making Deed & Return	1 00
Pd Job Recording	1 50
	$10.28

Test George D Sheriff

Received & Recorded July 30. 1850
Examd. By George Jones Register

487

62. Cate v Rogers.

Hill v Durgin Exon. Oct. T. 1850

The State of New Hampshire. Merrimack ss.

To the Sheriff of any County or his Deputy.

Whereas, Huldah Hill of Northfield in the County of Merrimack aforesaid Widow by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack, on the fourth Tuesday of March, Anno, Domini, 1850 recovered judgement against Leonard D. Durgin of Sanbornton in our County of Belknap, Gentleman, for the sum of one hundred and sixty eight dollars eighteen cents, and costs taxed at seventeen dollars three cents; as appears of record, whereof execution remains to be done:

We command you, therefore that of the goods, chattels or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees.

168.18
17.03
185.21
17

And make return of this writ, with your doings thereon, to said Court, to be holden at Concord, in said County, upon the Tuesday of October next.

Witness, John S. Gilchrist, Esquire, the 15th day of April Anno Domini, 1850

N B. Baker Clerk.

Judgement rendered, April 12, 1850.

Merrimack ss. Ap. 27. 1850.

Then personally appeared John Hill, Harrison Brown, & Joseph Smith, and made Oath that they would impartially appraise, such real estate, as shall be shown them as the estate of the within named Debtor.

Before me- Benj. A. Rogers Justice Peace.

Merrimack ss. April 27th 1850. I caused three appraisers to be appointed that is to say, Harrison Brown, appointed by myself, Joseph Smith, appointed by the creditor and John Hills 2d for the debtor, the said debtor not residing in the County, nor within twenty miles of the property to be appraised the said Harrison Brown, Joseph Smith, and John Hills Jr being Sworn.

B F. Smith D Sheriff

Merrimack ss. April 27th 1850. We the subscribers have carefully examined a tract of land, situate in Northfield and bounded as follows, beginning at the southwest corner of David Hills land, running eighty rods southerly thence easterly on Samuel Sargents land, land seventy one rods and four links to land Sett of to A S. Clark thence northerly thirty eight rods and eigh links to a Stake thence easterly twenty one rods, and eighteen links, to a Stake and Stone, to land of b A Gale thence northerly forty one rods, and seventeen links, to a Stake and Stone to David Hills land, thence westerly on said Hills land to the first mentioned bound, containing forty one and one fourth acres shown us as the estate of the estate of the said Debtor the said debtor holding one half of said lot in Common with William Durgin do upon our oaths say that one undivided half of the same tract of land is of the value, one hundred and forty four dollars and thirty seven cents and no more and we have sett off said undivided half to the said creditor in part satisfaction of this execution and the fees and charges of levying the same.

Joseph Smith
Harrison Brown
John Hills Jr

Merrimack ss. April 27. 1850. By the direction of the creditor within named I have extended this execution upon the tract of land above described

their oaths said —

in manner following to wit: I caused three appraisers to be appointed that is to say: Harrison Brown by myself and Joseph Smith by the creditor and John Hill Jr by me of the debtor the said debtor not residing within the County the Harrison Brown, Joseph Smith, John Hills Jr. being all discreet and disinterested men, resident in the County. who being duly sworn, by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the within debtor. upon the above described tract of land one undivided half of the same land by metes and bounds as aforesaid at that sum in part satisfaction of this execution execution and my fees and charges of levying the same and have delivered possession and seizen of the same tract of land to the said creditor I therefore return this execution satisfied in part to wit. for the same one hundred and thirty five dollars and five cents being the residu one hundred dollars and five cents the value of said land after deducting my fees and charges and no more

Benja F. Smith. D Sheriff

Fees Service 25
travel 15
P Surveyor 75
" Justice 50
" appraisers 1.50
" Recording 1,50
Poundage 2.39
Day attenge 2,00
9,02

Merrimack April 27. 1850. I this day received seizen and possession of the above track of land described tract of land of B F. Smith Depty Sheriff.
Hulduh Hill

Received and Recorded Sept. 27. 1850 —
Examined By
George Jones Register

488

489 83 Cate & Rogers

Clark & Durgin Exon A. T. 1850

The State of New Hampshire.

Merrimack. ss. To the Sheriff of any County or his Deputy,

Whereas Archibald S Clark of Northfield in the County of Merrimack aforesaid. Gentleman

By the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said county of Merrimack, on the fourth Tuesday of March Anno Domini, 1850, recovered judgement against Leonard D. Durgin of Sanbornton in our county of Belknap and State aforesaid, Gentleman for the sum of thirty dollars, eighty three cents, and costs taxed at sixteen dollars seventy eight cents; as appears of record, whereof execution remains to be done:

33.83
16.78
50.61
.17

We command you, therefore, that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon, and 17 cents more for this writ: and your own fees.

And make return of this writ, with your doings thereon, to said court, to be holden at Concord, in said county, upon the second Tuesday of October next.

Witness John S. Gilchrist, Esquire, the fifteenth day of April, Anno Domini 1850.

N B. Baker Clerk.

Judgement rendered April 12, 1850.

Merrimack ss. April 27 1850. Then personally appeared John Hill, Joseph Smith & Harrison Brown and made oath that they would impartially appraise such real Estate, as shall be shown them, as the estate of the within named debtor. Before me,

Benja A. Rogers Justice of the Peace.

Merrimack ss. April 27. 1850. I caused three appraisers to be appointed that is to say Harrison Brown by myself Joseph Smith appointed by the creditor, and John Hill Jr by me for the debtor the said debtor not residing within the County nor within twenty miles of the property to be appraised.

no 3

B F. Smith Dep. Sheriff.

Merrimack ss. April 27. 1850. By the direction of the creditor within named I have extended this execution upon the tract of land above described in manner following to wit. I caused three appraisers to be appointed, that is to say, Harrison Brown, by myself Joseph Smith, by the creditor within named, John Hills Jr by me for the debtor, the said debtor not being a resident in County the said Harrison Brown, Joseph Smith, John Hills Jr being all disereet and disinterested men, resident in the county who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor, upon their oaths said the above described tract of land shown them as the estate of the said debtor was of the value of sixty dollars and no more, and the appraisers set off the same land by metes and bounds as aforesaid, at that sum in satisfaction of this execution, and my fees and I have delivered seizen and possession of the said tract of land to the said creditor, I therefore return this execution satisfied in full.

no 2

B F. Smith D Sheriff.

Merrimack ss. April 27. 1850. We the subscribers having carfully examined a tract of land situated in Northfield and bounded as follows: beginning at the southwest corner of Charles Gilman's land, thence north thirty eight rods and eight links to a stake and stone to land of-b A. Giles: thence westerly thirty nine rods, twenty one links to a stake and stone bindingon b A Giles and others, thence Southerly thirty eight rods eight links to land of Samuel Sargent to a stake and stone: thence easterly binding on said Sargent and A Brown Land to the first mentioned bound, being thirty nine rods, twenty one links, shown us as the estate of the said debtor the said debtor

holding holding one half in common with another do upon oath say that one undivided half of same track of land is of the value of Sixty dollars and no more said track containing nine and a half acres we have sett off said undivided half to the said creditor in satisfaction of this execution and the fees and charges of levying the same.

Joseph Smith
Harrison Brown
John Hills Jr

Fees	Travel & service	38
Do	Surveyor	75
Do	Appraisers	300
Poundage		127
Do fe recording		150
One day attendance &c		200
Do Justice		50
		$9.40

Merrimack ss. April 27th. 1850. I this day received seizen and possession of the above described tract of land of B F. Smith D Sheriff.

A S. Clark

Received and Recorded Sept. 27. 1850.

Examined George Jones Register

491 — 273. Parker

Chase v. Moore Exon. Oct. 1850

The State of New Hampshire

Hillsborough. ss. To the Sheriff of any County or his Deputy.

Whereas Moses Chase of Litchfield in said County Husbandman by the Consideration of our Justices of our Court of Common Pleas. holden at Amherst in said County of Hillsborough. on the third tuesday of April A.D. 1850. recovered judgement against Hugh Moors of Merrimack in said County- yeoman- for the sum of three hundred and seventy eight dollars & sixty cents and Costs taxed at twenty three dollars & thirty seven cents as appears of Record. whereof execution remains to be done. We command you therefore, that of the goods. chattels or lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor. the aforesaid Sums with lawful interest thereon. and seventeen cents more for this Writ and your own fees. And make return of this Writ with your doings thereon to said Court to be holden at Manchester. in said County. upon the fourth tuesday of October next.

Witness John S. Gilchrist. Esquire. the ninth day of May A.D. 1850.

B. Dodge Clerk.

Judgement May 8th. 1850.

Merrimack ss. June 5th 1850. Then William Parker, Seth K. Jones and Samuel Melvin personally appeared. and made Oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution.

Before me John Marshall Justice of the Peace.

September 17th. 1850. Reed of Leonard Roundlett D. Sheriff two hundred fifty four dollars fifty eight Cents it being the net proceeds of the sale of redemption of the real estate described in the return upon this execution.

Moses Chase. by
James R. Parker.

We the subscribers, having carefully examined, a tract of land. Situate in Hooksett in the County of Merrimack. bounded and measureing a follows to wit: beginning at a Stake and Stones near a black birch and white Oak tree at the north east corner of lot number seventy two. and at land of Nathaniel Head. thence north sixty seven degrees west. eighty five rods. to a stake and Stones at the north west corner of said lot number seventy two. to land of Samuel Head. thence South thirty four degrees west. one hundred fifty rods to a stake and stones. at the north west corner of land of Calef and Moor. thence South sixty seven degrees east. eighty two rods. to a small white pine tree marked. at the north east corner of said Calef & moors land. at land of Nathaniel Head. thence north thirty four and one half degrees East by land of said Nathaniel Head. one hundred fifty two rods to bound first mentioned containing Seventy nine acres and fifty two rods more or less. shown to us as the estate of debtor that said debtor holding two undivided third parts of the same tract of land in common with others do upon our oaths say. that one hundred forty three. five hundredths. of two undivided third parts of the same tract of land is of the value of one hundred sixty seven dollars & seventy five cents and no more. and we have set off said one hundred forty three. five hundredths. of two undivided third parts thereof to the said creditor in part satisfaction of this execution and the fees and charges of levying the same.

Merrimack ss. June 5th 1850

Wm. Parker
Seth. K. Jones
Samuel Melvin

Merrimack ss June 5th. 1850. By direction of the Creditor within named I have extended this execution upon one hundred forty three five hundredths of two undivided third parts of the tract of land above described in manner following. to wit: I caused three appraisers to be appointed that is to say William Parker by the debtor within named, Seth K. Jones by the Creditor within named and Samuel Melvin by myself the said William Parker. Seth K. Jones. & Samuel Melvin, being all discreet and disinterested men, resident in the County, who being duly sworn by a Justice of the peace, impartially to appraise such real estate as should be shown them as the estate of the debtor. upon their oaths said, that the above described, one hundred forty three, five hundredths, of two undivided third parts of the said tract of land, was of the value, of one hundred sixty seven dollars and Seventy five cents, and no more. and the said appraisers set off said one hundred forty three, five hundredths, of two undivided third parts, of the same land as that sum, in part satisfaction of this execution, and my fees and charges of levying the same, and I have delivered possession and seizen, of the said one hundred forty three, five hundredths of two undivided third parts, of the said tract of land to the said Creditor. I therefore return this execution satisfied in part to wit: for the sum of one hundred forty four dollars and four cents, being the residue of said one hundred sixty seven dollars and Seventy five cents, the value of said land, after deducting my fees and charges and for no more.

Fees & charges

Service	23
Travel	30
Poundage	2.92
Swearing appraisers	51
Notice to parties	1.50
Notice to appraisers	1.50
Paid appraisers $2.00 Ea	6.00
Paid Surveyor	2.00
Paid chainmen	2.00
my time with appraisers	2.00
making return on exon	1.00
Travel to return exon	2.00
Paid Recording	1.75
	$23.71

Leonard Roundlett Deputy Sheriff

Merrimack ss. June 5. 1850. I this day received seizen and possession of the above described, one hundred forty three, five hundredths. of two undivided third parts of the said tract of land. by Leonard Roundlett Deputy Sheriff.

Moses Chase by
Edward P. Parker his Atty

Merrimack ss. August 10th 1850. I have taken all the right in equity or redemption of the within named Hough Moors to redeem two undivided third parts of a certain tract of land situate in Hooksett in the County of Merrimack, and bounded and described as follows, to wit: beginning at a stake and stones, near a black birch and white oak tree, at the north east corner of lot number seventy two, and at land of Nathaniel Head, thence north sixty seven degrees West, eighty five rods to a stake and stones at the north west corner of lot number seventy two to land of Samuel Head, thence South thirty four degrees, west one hundred fifty rods to a stake and stones, at the north west corner of land of Moor & Calef, thence South sixty seven degrees East, eighty two rods to a white pine tree marked at the north east corner of said Calef & Moors land, at land of Nathaniel Head, thence north thirty four and one half degrees East by land of said Nathaniel Head one hundred fifty two rods to the bound first mentioned; containing seventy nine acres and fifty rods more or less.—

492

the same two undivided third parts thereof. being subject to a levy of an execution.
in favor of James A. Parker against said Hough Moors for the sum of four hundred
eighteen dollars and ninety one cents: and also of a levy of an execution in favor
of Moses Chase. against said Hough Moors for the sum of one hundred sixty seven
dollars and seventy five cents (the above levies were made the fifth day of June A.D. 1850
and on the same day I gave to the said debtor a notice in writing that the right
in Equity or redemption would be sold at public auction at the inn of S. R. Clark.
in Hooksett in said County. on the seventeenth day September A.D. 1850. at two
of the Clock in the afternoon. and posted up like notices at the inn of S. R. Clark
and at the depot of the Concord Rail Road at Martins ferry two of the most
public places in said town of Hooksett. in which said real estate is situate.
and on the said seventeenth day of September. A.D. 1850. I sold the said right
in Equity or of redemption at the time and place appointed as aforesaid
at public auction. to James A. Parker. he being the highest bidder for the sum
270,00 of two hundred seventy dollars. and made and delivered to him a deed of said
right in Equity or redemption. in the form prescribed by law. and I have applied
the said sum of two hundred seventy dollars. after deducting my fees and charges
of sale in part satisfaction of this Execution. to wit: for the sum of two hundred
254.58 fifty four dollars fifty eight cents.

Fees & Charges of Sale- Service	23
Travel	30
Poundage	3.89
Writing notices & posting & travel	2.50
Notice to debtor & travel	1.50
Attending Sale & selling property	2.00
Making deed & return	2.00
Travel to return Exon	2.00
Paid for Recording	1.00
	$15.42

Leonard Rundlett D. Sheriff

Received and Recorded October 11.th 1850
Examined George Jones Register

Gilcreast v. Moore & al Exon Oct 1850

State of New Hampshire

Hillsborough ss. To the Sheriff of any County or his Deputy.

Whereas David Gilcreast of Londonderry in our County of Rockingham Husbandman — by the consideration of our Justices of our Court of Common Pleas holden at Amherst in said County of Hillsborough on the third Tuesday of April A.D. 1850 recovered judgement against Hough Moor and Alonzo Vickery both of Merrimack in said County yeoman — for the sum of five hundred and ninety dollars & sixty two cents, and costs taxed at twenty four dollars & seventeen cents as appears of Record, whereof execution remains to be done: for the sum of three hundred twenty six dollars and forty two cents: We command you therefore, that of the goods, Chattels or lands of the said debtors in your precinct you cause to be levied and paid to the said Creditor, the aforesaid Sums, with lawfull interest thereon, and seventeen cents more for this Writ, and your own fees. And make return of this Writ with your with your doings thereon, to said Court to be holden at Manchester, in said County, upon the fourth Tuesday of October next.

590.62
24.17
614.79
288.37
326.42
17

Witness, John I. Gilchrist Esquire, the ninth day of May A.D. 1850.

P. Dodge — Clerk

Judgement, May 8th 1850.

Merrimack ss. June 5, 1850. Then William Parker Leth K. Jones and Samuel Melvin, personally appeared, and made Oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtors, to satisfy this execution.

Before me John Marshall Justice of the Peace.

September 17, 1850. Received of Leonard Roundlett Deputy Sheriff Sixty two dollars eighty four cents: it being the proceeds of Sale of redemption on the writhin Exon.

David Gilchrist

We the Subscribers having carefully examined a tract of land Situate in Hooksett in the County of Merrimack, bounded and measureing as follows to wit: Beginning at a Stake and Stones near a black birch and white oak tree, at the north east east corner of lot number Seventy two, and at land of Nathaniel Head, thence north sixty Seven degrees West eighty five rods to a Stake & Stones at the north west corner of said lot number Sebenty two, to land of Samuel Head, thence South thirty four degrees West — one hundred fifty rods to a Stake & Stones at the north west corner of land of Calef & Moore, thence South sixty seven degrees East, eighty two rods to a small white pine tree marked, at the northeast corner of said Calef & Moors land, at land of Nathaniel Head, thence thirty four and one half degrees east by land of said Nathaniel Head, one hundred fifty two Rods, to the bound first mentioned, containing Seventy nine acres & fifty two rods more or less. Shown to us the estate of the within named Alonzo Vickery one of the said debtors, and the said Alonzo Vickery holding one undivided third part thereof in common with others, do upon our oaths say that one undivided third part of the same tract of land, is of the value of two hundred ninety three dollars and thirty three cents, and no more, and we have set off one undivided third part thereof to the within named Creditor for the said of two hundred ninety three dollars and thirty three cents, in part satisfaction of this execution and the fees and charges of levying the same.

Merrimack ss. June 5, 1850.

Wm Parker
Leth K. Jones
Samuel Melvin

Merrimack ss. June 5th 1850. By direction of the creditor within named I have extended this execution upon one undivided third of the tract of land above described, in manner following, to wit: I caused three appraisers to be

494

appointed that is to say. William Parker appointed by me for Alonzo Vickery one of the said debtors and the owner of said property, the said Alonzo Vickery not residing within this county, nor within twenty miles of the property to be appraised, Seth K. Jones by the creditor within named, and Samuel Melvin by myself, the said Wm Parker, Seth K. Jones, and Samuel Melvin, being all discreet and disinterested men resident in the county, who being duly Sworn by a Justice of the Peace impartially to appraise such real estate, as should be shown them as the estate of the within named Alonzo Vickery, one of the said debtors and owner of the said property, upon their oaths said that one undivided third part of the above described tract of land, shown to them as the estate of the said Alonzo Vickery, one of said debtors, and owner of said one undivided third part of said property was of the value of two hundred ninety three dollars and thirty three cents, and no more, and the said appraisers, set off the said one undivided third part of the same land at that sum, in part satisfaction of this execution and my fees and charges of levying the same, and I have delivered seizen and possession of the said one undivided third part of the said tract of land to the said Creditor. I therefore return this execution satisfied in part to wit: for the sum of two hundred sixty six dollars thirty six cents being the residue of the said two hundred ninety three dollars and thirty three cents, the value of said one undivided third part of said Land after deducting my fees and charges of levying the same, and for no more,

Fees and charges.

Service—	23
Travel	30
Poundage	4.18
Swearing appredisers	51
Notice to parties	1,50
Notice to appraisers	1,50
Paid appraisers $2.00 ea	6,00
Paid Surveyor	3,00
Paid Chainmen	3,00
my time with appraisers	2,00
Travel to return Execution	1,00
Paid for recording Execution	1.75
	$26.97

Leonard Rundlett Deputy Sheriff

Merrimack ss. June 5th. 1850. I this day received seizen & possession of one undivided third part of the above described tract of land by Leonard Rundlett Deputy Sheriff—

David Gilereast.

Merrimack ss. August 12th. 1850. I have taken all the right in equity, or of redemption of the within named Alonzo Vickery, to redeem one undivided third part of a certain tract of land situate in Hooksett in the County of Merrimack, and bounded and described as follows, to wit, beginning at a stake and stones near a black birch and white oak tree at the north east corner of lot number seventy two, and at land of Nathaniel Heard, thence South sixty seven degrees West, eighty five rods to a stake and stones, at the North West corner of said Lot number Seventy two to land of Samuel Heard, thence South thirty four degrees West one hundred fifty rods to a stake and stones, at the north west corner of land of Caleb & Moor, thence South sixty seven degrees East eighty two rods to small white pine tree marked at the North East corner of land of said Caleb & Moor, at land of Nathaniel Heard, thence north thirty four and one half degrees East, by land of said Nathaniel

Heard, one hundred fifty two rods, to the bound first mentioned, containing seventy nine acres & fifty two rods more or less, the same one undivided third part thereof being subject to a levy of an execution in favor of David Gilereast, against one Hough Moors and the said Alonzo Vickery, made the fifth day of June A.D. for the sum of of two hundred ninety three dollars, and thirty three cents, and on the same day I, gave to the said Alonzo Vickery a notice in writing that the said rights in equity or of redemption would be sold at public auction at the inn of S.K. Clark in Hooksett in said county of Merrimack on the seventeenth day of September A.D. 1850 at thirty minutes after two of the clock in the afternoon, and posted up like notices at the inn of S.K. Clark, and at the Depot of the Concord rail road at Martins ferry, two of the most public places in said town of Hooksett, in which the real estate is situate and on the said seventeenth day of September A.D. 1850. I sold the said rights in equity or of redemption at the time and place appointed as aforesaid at public auction to David Gilereash he being the highest bidder, for the sum of seventy five dollars eighty seven cents and made and delivered to him a deed of said rights in equity or of redemption in the form prescribed by law, and I have applied the said sum of seventy five dollars eighty seven cents in full satisfaction of this execution and my fees and charges of sale, I therefore return this execution satisfied in full.

Fees and charges,

Service	,23
Travel	,30
Poundage	1,50
Writing notices of sale	1,00
Travel to post notice	,50
Posting notices	1,00
Notice to debtor	1,00
Travel to notify debtor	,50
Attending sale and selling property	2,00
making deed	1,00
making return on Exon,	1,00
Travel to return Exon,	2,00
Paid for recording Exon,	1,00
	13,03

Leonard Rundlett. Deputy Sheriff.

Received and Recorded Oct. 11. 1850

Examined George Jones Register

496

497 275. Parker,

Parker v Moore Exon Oct. 1850

The State of New Hampshire.

Hillsborough ss. To the Sheriff of any County or his Deputy.

Whereas. James W. Parker of Merrimack in said County Esquire — by the consideration of our Justices of our court of Common Pleas. holden at Amherst in said county of Hillsborough on the third Tuesday of April A.D. 1850. recovered judgement against Hugh Moore of said Merrimack Yeoman. for the sum of four hundred & forty six dollars & twenty cents and costs taxed at thirty six dollars & twelve cents. as appears of record. whereof execution remains to be done. We command you. therefore. that of the goods. chattels or lands of the said debtor in your precinct. you cause to be levied and paid to the said Creditor. the aforesaid sums. with lawful interest thereon and seventeen cents more for this Writ. and your own fees. And make return of this writ with your doings thereon. to said Court to be holden at Manchester. in said County. upon the fourth tuesday of October next.

Witness John S. Gilchrist Esquire. the ninth day of May A.D. 1850.

P. Dodge. Clerk.

Judgement May 8th. 1850

June 1st. 1850. Received ninety three dollars and twenty five cents in part of this execution.

Edward P. Parker — Plffs Atty —

Merrimack ss. June 5. 1850. Then William Parker. Seth K. Jones. and Samuel Melvin. personally appeared. and made oath that would impartially appraise at its just value. such real estate as should be shown them as the estate of the within named debtor. to satisfy this execution.

Before me — John Marshall Justice of the Peace.

We the subscribers having carefully examined a tract of land situate in Hooksett in the County of Merrimack bounded and measureing as follows. to wit: beginning at a stake and stones near a black birch and white oak tree. at the North East Corner of lot number Seventy two. and at land of Nathaniel Head. thence North sixty seven degrees West. eighty five rods to a stake and stones at the North West Corner of said lot number seventy two. to land of Samuel Head. thence South thirty four degrees West. one hundred fifty rods to a stake and stones. at the North West corner of land of Calef & Moore. thence South sixty seven degrees East. eighty two degrees rods to small white pine marked. at the North East corner of said Calef & Moore's land. at land of Nathaniel Head. thence North thirty four and one half degrees East by land of said Nathaniel Head. one hundred fifty two rods. to the bound first mentioned. containing seventy nine acres and fifty two rods more or less. Shown to us as the estate of the said debtor. the said debtor holding two undivided third parts of the same tract of land in common with others do upon our oaths say that. three hundred fifty seven. five hundredths. of two undivided third parts of the same tract of land is of the value of four hundred eighteen dollars and ninety one cents and no more. we have set off said three hundred fifty seven. five hundredths. of two undivided third parts thereof. to said Creditor in full satisfaction of this execution and the fees and charges of levying the same.

Merrimack ss. June 5. 1850.

Wm Parker
Seth K. Jones
Samuel Melvin.

Merrimack ss. June 5. 1850. By direction of the creditor within named. I have extended this execution upon three hundred fifty seven. five hundredths of two undivided third parts of the tract of land above described in manner following. to wit. I caused three appraisers to be appointed that is to say William Parker by the debtor within named. Seth K. Jones. by the Creditor

within named and Samuel Melvin by myself, the said William Parker, Seth K. Jones and Samuel Melvin being all discreet and disinterested men, residents in the County who being duly sworn by a Justice of the Peace, impartially to appraise such real real estate as should be shown them as the estate of the debtor, upon their oaths said that the above described three hundred fifty seven five hundredths of two undivided third parts of the said tract of land was of the value of four hundred eighteen dollars and ninety one cents and no more, and the said appraisers set off the said three hundred fifty seven five hundredths, of two undivided third parts of the same land in full satisfaction of execution and my fees and charges of levying the same, and I have delivered seizen and possession of the said three hundred fifty seven five hundredths of two undivided third parts of the tract of land to the said creditor. I therefore return this execution satisfied in full.

Fees and charges.

Service	.2 3
Travel	.3 0
Poundage	4.7 0
Swearing appraisers	.5 1
Notice to parties	1.5 0
Notice to appraisers	1.5 0
Paid appraisers $2.00 ea	6.00
Paid surveyor	3.00
my time with appraisers	2.00
Paid chainmen	3.00
making return on exon	1.00
Travel to return exon	2.00
Paid for recording exon	1.75
	27.49

Leonard Rundlett Deputy Sheriff.

Merrimack ss. June 5, 1850 I this day received seizen and possession of the above described three hundred fifty seven five hundredths of two undivided third parts of said tract of land by Leonard Rundlett Deputy Sheriff.

James R. Parker.

Received and Recorded October 11. 1850.

Examined

By George Jones. Register

499 449 Tappan

Sweatt v. Houston Exon Mar. T. 1851

The State of New Hampshire

Merrimack ss. To the Sheriff of any County or his Deputy

Whereas. Enoch Sweat of Bradford in said County of Merrimack, Gentleman, by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County Merrimack on the second Tuesday of October Anno Domini 1850, recovered judgement against Rodney Houston late of Bradford aforesaid, Cabinet maker, for the sum of twenty two hundred dollars cents and costs taxed at thirteen dollars eighteen cents, as appears of record, whereof execution remains to be done. We command you therefore that of the goods, Chattels or lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees, and make return of this writ with your doings thereon, to said Court, to be holden at Concord, in said County, upon the fourth Tuesday of March next.

2200.00
13.18
.17

Witness John S. Gilchrist, Esquire, the 28th day of October Anno Domini 1850.

N. B. Baker Clerk

Judgement rendered Oct. 26. 1850.

Merrimack ss. November 8th 1850. Then Daniel Carr, Levi Morrill and William L. Bressey personally appeared, and made oath that they would impartially appraise at its just value, such real estate as should be shown them as the estate of the within named debtor, to satisfy this execution.

Before me — M. W. Tappan Justice of the Peace.

We the subscribers having carefully examined a tract of land shown to us as the estate of the within named debtor, bounded as follows: Commencing on the Northerly side of the post road at the corner of Jason & Ames land, at a stake and stones — thence on said road Westerly about nine rods and sixteen links to the centre of the meadow brook (so called) — thence up the centre of said brook about fourteen rods & twenty three links to land of Joseph Marshall, thence Easterly on said Marshall's land, about twelve and one half rods to land of said Ames — thence Southerly on said Ames land about fifteen rods to the first mentioned bound, said premises situate nearly opposite the depot of the Concord & Claremont rail road, in said Bradford, and containing one acre, more or less — and appraised the same at its just value, do upon our oaths say, that the same tract of land is of the value of five hundred dollars and no more: and we have set off the same land by metes and bounds as aforesaid, in part satisfaction of this execution & the costs of levying.

November 12th 1850.

Daniel Carr
Levi Morrill
Wm L. Bressey

And having also carefully examined a certain right or interest in certain real estate, shown to us as the property of the said debtor, situate in said Bradford, adjacent to the tract of land above described, being a right of flowage — the same as reserved in a deed from Amos Clough to Joseph Marshall, dated December 3d 1833, and the same conveyed by the said Clough to the said Rodney Houston, the debtor named in this execution, by the deed of said Clough to said Houston dated the third day of December A.D. 1833, recorded book 35 folio 379, Merrimack records — which flowage is on lot numbered twenty three, and is not to be any higher than the top of a pine stump where the same is cut off, which stump is now standing Northerly of where the dam formerly stood, and Westerly of the Main channel of the brook — and appraised said right of flowage at its just value, do upon our oaths say that said right of flowage is of the value of one hundred and fifty dollars and no more: and we have set off all the right and interest of the debtor therein, in further part satisfaction of this execution & the costs of levying.

November 12th 1850.

Daniel Carr
Levi Morrill
Wm L. Bressey

November 12th 1850. I this day received seisen and possession of the above described tract of land and right of flowage, by John D. Wadleigh Deputy Sheriff.

Enoch Sweatt

Merrimack ss. November 12th 1850. by direction of the Creditor within named I have extended this execution upon the tract of land, firstly above described, and also upon the right of flowage secondly above described, in the manner following, to wit: I caused three appraisers to be appointed, that is to say, Daniel Barr by the Creditor within named, Levi Morrill appointed by me, for the debtor within named, the said debtor not residing within the County, nor within twenty miles of the property to be appraised, and William S. Brefsey appointed by myself, the Daniel Barr, Levi Morrill and William S. Brefsey being all discreet and disinterested men, residents in the County of Merrimack aforesaid, who being duly sworn by a justice of the peace impartially to appraise such real estate as should be shown them as the estate of the debtor, upon their oaths said that the first above described tract of land shown them as the estate of the said debtor was of the value of five hundred dollars, and no more; and the said appraisers set off the same land by metes and bounds as aforesaid, at that sum in part satisfaction of this execution and my fees and charges: and I have delivered seisen and possession of the said tract of land to the said Creditor, and the said appraisers being all discreet and disinterested men residents in said County of Merrimack, and being duly sworn as aforesaid, further upon their oaths said, that the secondly above described right of flowage, shown to them as the property of the within named debtor was of the value of one hundred and fifty dollars, and no more; and the said appraisers set off all the right and interest of the debtor therein at the last mentioned sum, of one hundred and fifty dollars, in further part satisfaction of this execution and my fees and charges: and I have delivered seisen and possession of said last described right of flowage to the said Creditor. I therefore return this execution satisfied in part, to wit: for the sum of six hundred and thirty eight dollars and forty six cents being the residue of the above named sums of five hundred & one hundred & fifty dollars after deducting my fees and charges, and for no more:

Fees	Service	,23
	Travel	,05
	Poundage	6.00
Charges	pd Justice	,51
	pd surveyor	,50
	pd recorder	2.00
	my time showing property	1.00
	Pd appraisers	1.50
	Pd Expressman for carrying this Execution to Recorder	,25
		11.54

John D. Wadleigh Dep. Sheriff.

Received and Recorded November 14, 1850
Examined
George Jones Register

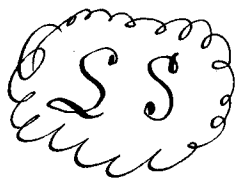
500

501

265. Bellows

Hayward, Osgood & Co. v. McAllister & Safford

Exon Mar. T. 1851



The State of New Hampshire

Merrimack ss. To the Sheriff of any County or his Deputy-

Whereas James T. Hayward, Nathaniel H. Osgood and George P. Hayward all of Boston in the County of Suffolk and Commonwealth of Massachusetts, traders and partners in trade under the firm of Hayward, Osgood & Co. by the consideration of our Justices of our court of common pleas holden at Concord in said County of Merrimack, on the second Tuesday of October Anno Domini 1850. recovered judgment against Hugh McAllaster & William B. Safford both of Concord aforesaid traders and partners in trade under the firm of McAllaster & Safford-

6844.43 for the sum of six thousand eight hundred & forty four dollars
17.11 forty three cents. and costs taxed at seventeen dollars eleven
17 cents; as appears of record, whereof execution remains to be done
We command you therefore that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ and your own fees.

And make return of this writ with your doings thereon to said court to be holden at Concord in said county upon the fourth Tuesday of March next

Witness, John A. Gilchrist Esquire the 28th day of October Anno Domini 1850. N B. Baker Clerk

Judgment rendered Oct 26. 1850

Merrimack ss. December 2d 1850. I have taken all the right in equity of the within named debtors to redeem a certain tract of land with the buildings thereon situate in Concord in said County, bounded West by main street, running South about 47 feet to the passageway leading from said Street to Mechanicks row, bounded South on the passage way by said Mechanicks row about 87 feet bounded on the East by land of William Walker Jr. about 47 rods to land of Mary Ann Stickney, and bounded North by land of said Stickney; the same being subject to a mortgage for $3712.27 payable by the within named William B. Safford to the within named Nathaniel H. Osgood in two years; & on the same day I gave in hand to each of the within named debtors a notice in writing that the said right in equity would be sold at public auction at the Eagle Coffee house in Concord on Tuesday December 3d A.D. 1850. at one of the clock in the afternoon & posted up like notices at the Eagle Coffee house & at the Phenix hotel, two of the most public places in said town in which the said property is situate & on the said third day of December A.D. 1850. I sold said property at the time & place appointed as aforesaid at public Auction to Edward H. Rollins and William Walker Jr. they being the highest bidders. for the sum of $1650. & made and delivered to them a deed of said right in equity in the form prescribed by law; & I have applied the said sum of $1650. in part satisfaction of this execution; I have also taken all the right in equity of the within named debtors to another tract or parcel of land with the buildings thereon situate in Concord aforesaid, bounded as follows, to wit- on the South by the passageway leading from Concord main Street by the north end of Eagle Coffee house to the Concord & Claremont rail road; East by said railroad; North by land of Mary Ann Stickney; West by land of William Walker Jr. & Edward H. Rollins aforesaid

Continued

as described in the above named sale sold at the same time & place as above named to William Walker Jr for $925 he being the highest bidder; which sum I have also applied in part satisfaction of this execution, after deducting my fees leaving this execution satisfied for $23-47.54 & no more —

Fees Advertising	2.00
making sale	3.00
Paid Clerk	1.00
Paid Printer	1.50
2 Deeds pd for acknowledgment	1.34
Time & expense to settle with parties	2.00
Poundage	13.62
Pd Register	1.00
	27.46

N. A. David Sheriff —

Received & Recorded December 18-1850.
Examined By-
George Jones Register

503 409. Fowler

Hayward, Osgood & Co. v. McAllaster & Safford Exon. Mer. T. 1851.

L. S.

The State of New Hampshire

Merrimack ss. To the Sheriff of any County or his Deputy-

Whereas James T. Hayward, Nathaniel H. Osgood & George P. Hayward all of Boston in the County of Suffolk & Commonwealth of Massachusetts traders & partners jointly doing business under the firm of Hayward Osgood & Co by the consideration of our justices of our court of common pleas holden at Concord in said County of Merrimack on the second Tuesday of October Anno Domini 1850, recovered judgment against Hugh McAllaster & William B. Safford both of said Concord traders & partners jointly doing business under the name and style of McAllaster & Safford, for the sum of eight thousand five hundred & one dollars. twenty cents and costs taxed at seventy seven dollars thirty-two cents; as appears of record, whereof execution remains to be done for eight-thousand one hundred and fifty-six Dollars & fifty-two cents;

83-01.20
77.32
83-78.52
4 2 2 2 1
81 56.31
17

We command you therefore that of the goods, chattels or lands of said debtor in your precinct you cause to be levied & paid to the said creditor, the aforesaid sums with lawful interest thereon & 17 cents more for this writ, & your own fees. And make return of this writ with your doings thereon to said Court, to be holden at Concord in said County upon the Fourth Tuesday of March next-

Witness, John S. Gilchrist Esquire the 28th day of October Anno Domini 1850

Judgment rendered Oct 25. 1850. N. B. Baker Clerk

Merrimack ss. November 2d 1850. I have taken all the right in equity of the within named debtors, to redeem a certain tract of land with the buildings thereon situate in Concord in said County, bounded on the North by School Street on the East by State Street on the south by land of Seth Eastman, on the West by land of James R. Hill the same being subject to a mortgage of $1399.11 payable in two years by William B. Safford within named to Nathaniel H. Osgood within named, & on the same day I gave to each of the within named debtors a notice in writing that the said right in equity would be sold at public auction at the Eagle Coffee house in Concord on Tuesday December 3 D. 1850. at one of the clock in the afternoon & posted up like notices at the Eagle coffee house & Phenix hotel, two of the most public places in said town in which the said property is situate; & on the said 3 day December D. 1850, I sold said property at the time & place appointed as aforesaid, at public auction to Nathaniel H. Osgood, he being the highest bidder for the sum of $1800. & made & delivered to him a deed of said right in equity in the form prescribed by law & I have applied the said sum of $1800. in part satisfaction of this execution, after deducting my fees to wit $23.92 leaving this execution satisfied for $1776.08 & no more

Fees & Expens- paid printer 2.00
Making notice 1.00
posting notices 2.00
Making sale 3.00
Paid Clerk 1.00
Poundage on sale 11.75
Deed .50
paid Magistrate .17
time to settle with parties 1.30
recording 1.00
23.92

N. A. Davis, Sheriff-

Received and Recorded Dec 14. 1850
Exd By George Jones Register

Hoyt v. Merrill et. Exon Mar. T. 1857

264.98
14.23
279.21
168.74 hd April 15. 1858
110.47
.34
110.81
6.64 mt
117.45

The State of New Hampshire

Merrimack ss To the Sheriff of any County or his Deputy—

Whereas Samuel G. Hoyt of Franklin in said County Husbandman by the consideration of our justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1850. recovered judgment against Caleb Merrill of said Franklin Esquire for the sum of two hundred and sixty four Dollars ninety eight cents and costs taxed at fourteen dollars twenty three cents as appears of record whereof execution remains to be done for one hundred and sixty eight dollars and seventy four cents.

We command you therefore that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor the aforesaid sums, with lawful interest thereon and 34 cents more for this & former writ, and your own fees.

And make return of this writ, with your doings thereon to said court to be holden at Concord in said County, upon the fourth Tuesday of March next.

Witness, John L. Gilchrist Esquire the 28th day of October Anno Domini 1856

N.B. Baker Clerk.

Judgment rendered April 12 1856

Merrimack ss. March 24th then Stephen T. Merrick, John L. Jewell and Belcher D. Carr, personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this exon. Before me

Austin F. Pike Just. Peace

We the subscribers having carefully examined a tract of land shown to us as the estate of the within named debtor bounded as follows: commencing at stake and stones at the Southeast corner of the pound in Franklin village; thence westerly on south line of the burying ground about 8 rods to stake and stones on the Bristol Railroad land thence Southerly on said Bristol Rail-Road line about 87 rods to stake and stones near the front fence of land occupied by James Cate thence Easterly about 6 rods on line of said Cates fence to stake and stones near the Southwest corner of land owned by widow Green; thence northerly and westerly on said widow Greens, John H. Rowels, B. D. Carrs, and John Rowels land to the northwest corner of said John Rowels land about 84 rods; thence North on land of Austin F. Pike to the meeting house land, about 16 rods thence westerly about 3 rods to first mentioned bounds; Containing by Estimation about one and half acres; shown to us as the estate of the within named debtor, the said debtor holding one undivided half part thereof and the debtors life estate in the other half as tenant by the courtesy; and appraised the same at its just value do upon our oaths say that the same tract of land is of the value of one hundred & twenty one dollars and seventeen cents and no more; and we have set off the same land by metes and bounds as aforesaid in part satisfaction of the within Execution.

Stephen T. Merrick
John L. Jewell
B. D. Carr

Franklin March 24 1856

Merrimack ss March 24th 1856 By direction of the Creditor within named I have extended this execution upon the tract of land above described in manner following, to wit, I caused three appraisers to be appointed, that is to say John L. Jewell by the creditor within named Belcher D. Carr appointed by myself and Stephen T. Merrick appointed by me for the debtor, the said debtor having been notified and requested to appoint an appraiser and

504

having neglected to appoint any, the said John L. Jewell, Belcher D. Carr and Stephen T Merrick, being all disereet and disinterested men resident in the County who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor upon their oaths said that the above described tract of land shown them as the estate of the said debtor was of the value of one hundred twenty one dollars and seventeen cents and no more; and the said appraisers set off one undivided half part thereof and the debtors life estate in the other half part of the same land by metes and bounds as aforesaid at that sum in part satisfaction of this execution and interest and any fees and charges of levying the same, and I have delivered possession and seizin of the said tract of land to the said creditor

I therefore return this Execution satisfied in part, to wit: for the sum of $113.54 being the residue of said $121.17 the value of said land after deducting my fees and charges and for no more

Fees. Service 23
Travel 5
Poundage 2.35
Justice .50
3 Appraisers 2.50
Recording 2.00
$7.63

Daniel Osgood Dep. Sheriff

Merrimack ss March 24th 1857

I this day received seizin and possession of the above described tract of land of Daniel Osgood, Deputy Sheriff

Samuel A. Hoyt

Received and Recorded March 25- 1857

Examined George Jones
Register

Page v Woodward Exon Mar. T. 1851

(S S)

The State of New Hampshire
Merrimack ss. To the Sheriff of any County or his Deputy,
Whereas. Amos Page of New London in said County
Esquire by the Consideration of our Justices of our Court
of Common Pleas Holden at Concord. in said County of
Merrimack. on the Second Tuesday of October Anno.
Domini 1850. Recovered judgment against Lawson L—
69. 29 Woodward of said New London Yeoman
14. 48 for the sum of Sixty nine dollars twenty nine
.17 Cents. and Costs taxed at fourteen dollars forty eight
Cents as appears of record. Whereof execution remains
to be done:

We Command you. Therefore. That of the goods. Chattels or
Lands of the said debtor in your precinct. You cause to be
levied and paid to the said Creditor. the aforesaid sums.
With lawful interest thereon and 17. Cents Mon for
this writ, and your own fees.

And make Return of this writ, with your doings thereon. to
said Court. to be holden at Concord. in said County. upon the
fourth Tuesday of March next.

Witness. John S. Gilchrist. Esquire. the 28th day of
October Anno. Domini. 1850

W B Baker Clerk

Judgment Rendered Oct. 26. 1850

Merrimack ss. November 22d A.D. 1850 I have
taken all the right in Equity. which the within named debtor
had on the fifteenth day of October A.D. 1849. when the
said premises were attached on the original writ, in
this suit. or now has to redeem a certain tract of
land situated in New London in said County and
bounded Northerly by land of Perley Burpee. Easterly by
land of John K Woodward. Southerly by the highway and
westerly by land of Stephen Whittier. Containing fifty acres
more or less. with the buildings thereon. the same being
subject to a Mortgage made by the said debtor to one.
Andrew Taylor dated the 21st day of March A.D. 1848.
to secure the payment of two hundred and seventy one dol-
lars with interest And on the same day I posted up Notices
that the said right in equity would be sold at public Auction
at the Store of J. M. Hayes & Co. in said New London on
the 31st day of December A.D. 1850 at one of the Clock
in the afternoon at the Store of Anthony Colby, and at
the Store of J. M. Hayes & Co two of the most public places
in the town of New London in which the said property is
situated, and caused a like Notice to be published in
the Independent Democrat a Newspaper printed at Concord in said
County in the vicinity of said town on the fifth, twelfth and
nineteenth days of December A.D. 1850, And on the said
31st day of December I Sold the said right in equity. at the
time and place appointed as aforesaid. to George W Everett
he being the highest bidder for the sum of five dollars
And made and delivered to him a deed of said right

over.

506

in Equity in the form prescribed by Law. And I have applied the said Sum of five dollars after deducting my fees and the Charges of Sale in part Satisfaction of said Execution, to wit. for the Sum of One dollars

Fees	Service	.25
	Travel	.05
	Poundage	.07
	Advertising	1.00
	Selling	1.00
	Publishing Notice	1.50
	Executing Deed	.15
		$4.00

M. C. Sargent Dep. Shff.

Received and Recorded March 27. 1851

Examined George Jones Register

Satan. Gassett & Co vs James Boutelle Merrimack 1850

L S

The State of New Hampshire

Hillsborough SS. To the Sheriff of any County, or his Deputy

Wheredas Satan Gassett Jr of Boston in the County of Suffolk and Commonwealth of Massachusetts Trader, and Isaac Shattuck of Woburn in the County of Middlesex in said Massachusetts Traders and Copartners in trade under the firm of Satan Gassett & Co by the consideration of our Justices of our Court of Common Pleas holden at Manchester in said County of Hillsborough on the fourth Tuesday of October A D 1850 recovered judgment against James Boutelle Jr of Peterborough in said County Yeoman, for the sum of forty eight dollars and fifty six cents and costs taxed seventeen dollars ~~and~~ sixty three cents as appears of record, whereof execution remains to be done;

48.56
17 33
65 89
17

We command you therefore, that of the goods chattels or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor the aforesaid sums with lawful interest thereon and 17 cents more for this writ, and your own fees,

And make return of this writ with your doings thereon to said Court to be holden at Amherst, in said County, upon the third Tuesday of April next

Witness John L Gilchrist Esquire the 7th day of November A D 1850

P Dodge, Clerk

Judgment Noon 6, 1850

Merrimack SS December 3, 1850, Then David Durrill. Personally appeared and made oath that he would impartially appraise at its just value, such real estate as should be shown him as the estate of the with named debtor to satisfy this execution

Before me Amos Morse Justice of the Peace

Merrimack SS April 4, 1851 Then Cyrus Cressy personally appeared and made oath that he would impartially appraise at its just value such real estate as shall be shown him as the estate of the within named debtor to satisfy this execution

Before me Bartholomew Smith Justice of

Merrimack SS April 4, 1851 Then Thomas Goldsmith (the Peace personally appeared & made oath that he would impartially appraise at its just value such real estate as shall be shown him as the estate of the within named debtor to satisfy this execution

Before me Cyrus Cressy Jus of the Peace

We the subscribers having carefully examined a tract of land situated in the town of Bradford & County shewn to us as the estate of the within named debtor, bounded as follows, commencing on Moses Eatons west line eighty rods south of his northwest corner, thence southerly on line of said Eatons land one hundred & twenty rods to the line of the town of Hillsborough at a stake & stones, thence westerly on line of said town of Hillsborough thirty four rods to stake & stones, thence north about 6° west one hundred & fifteen rods to stake & stones thence easterly thirty two rods to the bound first mentioned, containing twenty four acres & appraised the same at its just value, do upon our oaths say that the same tract of land is of the value of eighty five dollars & twenty eight cents & no more, and we have set off the same land by metes & bounds

508

Continued

as aforesaid in Satisfaction of the within execution & the Sheriffs fees

Davis Durrill
Cyrus Cressy
Thomas Goldsmith

Merrimack ss April 4. 1851 By direction of the creditor within named I have extended this execution upon the tract of land above described in manner following to wit I caused three appraisers to be appointed that is to say Daniel Durrill by the creditor within named, Thomas Goldsmith by the debtor within named & Cyrus Cressy by myself, the said Daniel being appointed on the 3d day of December 1850 & being a discreet & disinterested man resident in said County was on the same day duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown him as the estate of said debtor, & the said Cyrus Cressy & Thomas Goldsmith being both discreet & disinterested men resident in said County were appointed on said 4th day of April 1851 & on the same day were duly sworn impartially to appraise such real estate as should be shown them as the property of the said debtor. And said Appraisers being duly sworn as aforesaid, upon their oaths said that the above described tract of land shown them as the estate of the said debtor was of the value of eighty five dollars & twenty eight cents & no more & said appraisers set off the same land by metes & bounds as aforesaid at that sum in Satisfaction of this execution & my fees, & I have delivered seisen & possession of said tract of land to the said creditor, I therefore return this execution satisfied in full

Benjamin Suttle Jr Deputy Sheriff

Fees	
Travel to appoint appraisers & service	1,00
Poundage	157
Services in setting off land	200
Paid Justices	50
Paid Appraisers	600
Paid surveyer	200
Travel to Registers office	150
Register for recording	150
Travel to Amherst to return Exon	150
	$ 17.57
Debt & interest	67 71
	$ 85,28

April 4th 1851 I have this day received seisen & possession of the above described tract of land by Benjamin Suttle Jr Deputy Sheriff

Luke Woodbury } Attorney for the above creditors
Latern Gassett & co

Received and Recorded April 9. 1851
Examined By
R C Leavitt
Register

George W Bird & al vs James Lord

L S

148,20
13 78
162,18
17
interest 90
Fees 1,975
183,00

The State of New Hampshire
Hillsborough ss To the sheriff of any County, or his Deputy

Whereas George W. Bird of Medford and George F Gould of Cambridge both in the county of Middlesex and Commonwealth of Massachusetts traders and joint partners in trade negotiating busines under the firm of Bird & Gould by the consideration of our Justices of our Court of Common Pleas holden at Manchester in said County of Hillsborough, on the fourth Tuesday of October A D 1850 recovered judgment against James Lord of Dunbarton in our County of Merrimack Trader for the sum of One hundred & forty eight Dollars and cents and costs taxed at thirteen dollars Seventy eight cents as appears of record whereof execution remains to be done

We command you therefore that of the goods, chattels or lands of the said debtor in your precinct, you caused to be levied and paid to the said Creditor the aforesaid sums with Lawful interest thereon and 17 cents more for this Writ and your own fees

And make return of this writ, with your doings thereon to said Court to be holden at Amherst in said County, upon the third Tuesday of April next

Witness John L Gilchrist Esquire the 7th day of November A D 1850

P Dodge, Clerk

Judgment November 6th 1850

State of New Hampshire Merrimack ss November 30th A D 1850. Then Jonathan Ireland Jun and David Jameson personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named named debtor to satisfy this execution

Before me David Steele, Justice of the Peace

State of New Hampshire Merrimack ss December 9th 1850
Then John Simson 2d personally appeared and made oath he would impartially appraise at its just value such real estate as should be shown him as the estate of the within named debtor to satisfy this execution

Before me Jona Ireland Jun Justice of the Peace

We the Subscribers having carefully examined a certain tract of land shown to us as the estate of the said debtors to hold from and after the expiration of a lease made by Benjamin W Lord and James Lord to Thomas Lord in the words following to wit

Know all men by these presents that we Benjamin W Lord and James Lord both of Dunbarton County of Merrimack and State of New Hampshire Husbandmen for and in consideration of one thousand dollars to us in hand paid by Thomas Lord of said Dunbarton yeoman, the receipt whereof we do hereby acknowledge have remised and released and to farm letten, and by these presents do remise and release and to farm let unto the said Thomas Lord his heirs executors administrators and assigns all the land and real estate which the said Lord has this day deeded to us for a particular description of the premises reference is made to our deed from said Lord, The said Thomas Lord shant sell any lumber or wood off of said farm nor any stock or hay or farming tools or produce of any kind without the consent of the said parties

510

511

Continued

and the said Benjamin W Lord and James Lord shall provide a good living for the said Thomas Lord and Prudence his wife, provide them with suitable meats and drinks, and clothing during their natural lives, Also to pay Hannah Lord daughter of said Thomas Lord fifty dollars when she becomes eighteen years of age likewise to have a privilege in said house where I now live as long as she remains unmarried & likewise the said Benjamin and James shall pay Thomas Lord 3d one hundred dollars when he becomes twenty one years of age provided he shall stay and work on said farm until that time, To have and to the said remised premises with their appurtenances for and during the term of said Thomas Lords & Prudence his wife their natural lives fully to be completed and ended

In witness whereof we have set our hands & seals this 5th day of April AD eighteen hundred and forty two

Signed sealed and delivered in presence of us
John Stinson 3d
Hannah Lord

Benjamin W Lord {LS}
James Lord {LS}

N B and in case Prudence Lord wife of Thomas Lord shall be left a widow she to have a comfortable supply of fire wood for one fire cut up at the door as long as she remains said Lords widow and no longer also the said Benjamin and James Lord are to pay all taxes on said farm and stock

State of New Hampshire Merrimack ss April 5th 1842

Personally appearing the above named Benjamin and James Lord and acknowledged the foregoing instrument to be their voluntary act and deed

Before me John Stinson 3d Justice of the Peace

The said Thomas Lord and Prudence his wife being at the time of this levy alive and occupying the land, said land is situated in Dunbarton in the County of Merrimack and State of New Hampshire, Bounded as follows, beginning at a stake and stones at the northwest corner of John Stinsons 2d land and land of Charles Parkerson, thence south by land of said Stinson to a stake and stones thence east by said Stinsons land to the highway, thence north by the highway to land of Thomas Rieden thence East by said Riedens land to a stake and stones to land of Samuel B Hammond, thence north by said Hammonds land to the highway, thence west by said highway to Samuel B. Hammonds land, thence south by said Hammonds land to a stake & stones, thence west by said Hammonds land to the highway and then west by said highway and land of Charles Parkerson to the bounds first mentioned, And we do upon our oaths say that the estate of the said debtor in the aforesaid tract of land is of the value of one hundred and eighty three dollars and no more, and we have set off all the estate of said debtor therein to the creditors in full satisfaction of this Execution and the fees and charges of levying the same

December 9th 1850

Jon[a] Ireland Jun
John Stinson 2d
Daniel Jameson
} appraisers

Continued

Merrimack ss November 30th 1850 By direction of David Steele Esquire who is Attorney for the creditors named in the Execution to which this my return is annexed I have extended this Execution upon the estate of the said debtor being an estate in reversion and being subject to the incumbrance specified in a Lease set out by the appraisers in the tract of land as aforesaid described in the following manner, to wit, Jonathan Ireland Jun appointed by the Creditors Daniel Jameson by myself both being discreet and disinterested men residents in said County, who were on the same day duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the said debtor, and on the same day I left a written notice at the dwelling house of James Lord the debtor within named to appoint an appraiser on his part, and on the 9th day of December A D 1850 the debtor having neglected to appoint an appraiser, I appointed John Stinson 2nd appraiser for said James Lord the debtor, the said John Stinson 2nd being a discreet and disinterested man resident in said County who was duly sworn by a Justice of the Peace impartially to appraise such real ~~estate~~ estate as should be shown him as the estate of the said debtor and the said Jonathan Ireland Jun: Daniel Jameson and John Stinson 2nd do upon their oaths say that the estate of said debtor in the aforesaid tract of land is of the value of one hundred eighty three dollars and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees I therefore return this execution satisfied as above

Philip G Patten D Sheriff

And I have delivered seizen and possession of the said tract of land to David Steele the creditors attorney in this suit

Fees
Service 23
Travel 35
Poundage 287
Travel & notice to debtor to choose appraisers &c 130
To specie appraisers 400
To journey to Concord to get Exon recorded & sending to Amherst 400
Paid for recording 200
Levy 500
19.75

Received and Recorded April 11, 1851
Examined by
R. G. Learitt
Register

512

313 D & D. J. Clark

Jeremiah Gates vs Jonathan P. Batchelder April 1851

Lot 3

223.93
4.28
228.16
1.1
Interest 1.37
229.70
12.80
242.00

The State of New Hampshire

Hillsborough ss To the Sheriff of any County or his Deputy.

Whereas Jeremiah Gates of Manchester in said County Physician by the consideration of our Justices of our Court of Common Pleas holden at Manchester in said County of Hillsborough, on the fourth Tuesday of October A.D. 1850, recovered judgment against Jonathan P. Batchelder of Concord in our County of Merrimack yeoman. for the sum of two hundred and twenty three dollars and ninety three cents, and costs taxed at four dollars and twenty three cents, as appears of record, whereof execution remains to be done

We Command you, therefore. that of the Goods, Chattels or Lands of the said debtor in your precincts, you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon, and 17 cents more for this writ, and your own fees

And make return of this writ, with your doings thereon, to said Court to be holden at Amherst, in said County upon the third Tuesday of April next

Witness John J Gilchrist, Esquire, the 14th day of February A D 1851

P Dodge Clerk

Judgment Feby 13, 1851

Merrimack ss March 19, 1851 Then Samuel Coffin, Stephen Brown and Henry P Rolfe, personally appeared and made oath that they would impartially appraise at its just value, such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me John Pettingill Justice of the Peace

We the subscribers having carefully examined a certain tract of land shown us as the estate of the within named debtor for the term of his natural life & no longer, situate in Concord in said county of Merrimack bounded & described as follows, beginning at a chestnut post standing on the west side of Spring Street at the northwesterly corner of the premises where the debtor now lives and running thence southwesterly two rods & ten links to the south west side of a chestnut post standing in the fence thence southerly to the north side of the house one rod & one links to the partition between the two bedrooms on the north side aforesaid, thence following said partition as it continues between the westerly bedroom & the Setting room & between said sitting room and the entry to the South side of the house, thence from the east side of said entry southerly three rods & six links to a post standing on the southerly line of the premises, thence easterly on said southerly line to said Spring Street two rods & fifteen links, thence northerly on the west side of Spring Street six rods & ten links to the place begun at. do upon our oaths say that the estate of the said debtor, for the term of his natural life only, in said tract of land is of the value of two hundred & forty two dollars & no more & we have set off all the estate of said debtor therein to the creditor in full satisfaction of this execution & the fees & charges of levying the same

Sam'l Coffin
Stephen Brown
Henry P Rolfe

April 10th 1851

Continued

Merrimack ss March 19. 1857 By direction of the creditors within named I have extended this execution upon the tract of land above described in manner following "to wit" I caused three appraisers to be appointed that is to say Stephen Brown appointed by myself, Samuel Coffin appointed by the Creditor and Henry P Rolfe appointed by me for the debtor, the said debtor having been notified and requested to appoint an appraiser and having neglected to appoint any, the said Stephen Brown Samuel Coffin and Henry P Rolfe being all discreet and disinterested men resident in the County who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the debtor, upon their oaths said that the above described tract of land shown them as the estate of said debtor was of the value of two hundred and forty two dollars, and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees, and I have delivered seisen and possession of the said tract of land to the said Creditor, I therefore return this execution satisfied in full

Fees Service & Travel 28	
Poundage	2.53
Said Justices fee	37
Notifying & appointing appraisers	1.00
Said Appraisers	5.00
Return certifying & expense	98
Said Recorder	1.00
	$12.30

John Pettingill Deputy Sheriff

Merrimack ss April 14. 1857 I this day received seisen and possession of the above described tract of land by John Pettingill Deputy Sheriff

Jeremiah Gates

Received and Recorded April 22, 1857
Ex. Co. By. R V Leavitt
Register

514

515 N.H. Pike

Jeremiah H. Prescott vs Asa Goodwin

L S

$ 52,00
11
5,11
1,33 int
57,50

The State of New Hampshire

Grafton ss To the Sheriff of any County in this State or his Deputy, Whereas Jeremiah H. Prescott of Boston in said County Esquire, by the consideration of our Justices of our Court of Common Pleas, holden at Plymouth in said County of Grafton on the third Tuesday of November Anno Domini 1850, recovered judgment against Asa Goodwin of Bristol in said County stage driver for the sum of fifty dollars as appears of record whereof execution remains to be done

We Command you therefore that of the goods, chattles, or lands of the said debtor in your precinct, you cause to be levied and paid to the said debtor the aforesaid sums with lawful interest thereon and seventeen cents more for this writ, and your own fees, and in default thereof to arrest the said debtor and commit him to jail and the keeper of such jail, is required to detain him in custody until he pay the same with your fees or until he is discharged by the Creditor or otherwise according to law

And make return of this writ with your doings thereon to said Court, to be holden at Plymouth in said County of Grafton upon the second Tuesday of May next.

Witness, John James Gilchrist Esquire the second day of December Anno Domini 1850

NB Judgment rendered Nov 27, A.D. 1850

J.D. Sleeper Clerk

Merrimack ss 1851 May 5th Then Stephen Kenrick Joseph Clark and John H. Powell, personally appeared & made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me Austin F. Pike Just Peace

We the subscribers having carefully examined a tract of land situate in Franklin County of Merrimack, State of New Hampshire bounded as follows, Commencing at a stake and stones at the southeast corner of Joseph Noyes land thence westerly on said Noyes land forty six feet to land owned by Ezra Austin to a stake and stones, thence southerly ninety five feet to a stake and stones to the centre of the pass way leading from the main road to the landing, thence easterly on the centre of said pass way forty six feet to stake & stones, thence northerly ninety five feet on said landing to the first mentioned bound, shown to us as the estate of the said debtor, the said debtor holding an undivided half part thereof in common with another, do upon our oaths say the one undivided eighth part of the same tract of land is of the value of fifty eight dollars and no more, and we have set off said one undivided eight part thereof to the said creditor in satisfaction of this execution and the fees and charges of levying the same

Franklin May 5, 1851

Stephen Kenrick
Joseph Clark
John H. Powell

Continued

Merrimack ss May 5th 1851 By direction of the creditor within named I have extend this execution upon one undivided eighth part of said tract of land the said debtor holding one undivided half part in common with another above described in manner following. to wit I caused three appraisers to be appointed that is to say Stephen Kenrick appointed by myself Joseph Clark by the creditor and John H Powell appointed by me for the debtor, the said debtor not residing within this County nor within twenty miles of the property to be appraised being all discreet and disinterested men resident in the County who being duly sworn by a Justice of the peace impartially to appraise such real estate as should be shown them as the estate of the debtor, upon their oaths said that one undivided eighth part of the above described tract. of land shown them as the estate of the said debtor was of the value of fifty eight dollars and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at their sum in full satisfaction of this execution and interest and my fees and charges of levying the same and I have delivered seisen and possession of the said one undivided eighth part of the said tract of land to Austin F Pike Attorney for the said creditor, I therefore return this execution satisfied in full

Daniel Osgood Dept Sheriff

Full fees, Service 2,3
Travel 1,00
Poundage 1,25
Shave 32
Paid Register 1,00
" appraisers 2,50
6,30.

May 5th 1851 I this day received seisen and possession of the above described tract of land of Daniel Osgood Dept Sheriff

Austin F. Pike

Received & Recorded May 5, 1851
Examined by Reuben G Leavitt
Register

517

Cutler & als vs Stewart Oct Term 1857.

L S

The State of New Hampshire
Merrimack ss

To the Sheriff of any County or his Deputy

Whereas Isaac Cutler and Floyd Crossman both of Cambridge in the County of Middlesex in the Commonwealth of Massachusetts Gentlemen and partners jointly negotiating in business under the firm and style of Cutler & Crossman by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1851 recovered judgment against Eric D Stewart of Somerville in the County of Middlesex aforesaid joiner for the sum of fifteen hundred dollars and twenty six cents and costs taxed at eight dollars ninety one cents as appears of record, whereof execution remains to be done

1526.48
8.91
17

We command you therefore that of the goods, Chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said Creditors the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees

And make return of this writ with your doings thereon to said Court to be holden at Concord in said County upon the second Tuesday of October next

Witness John A. Gilchrist Esquire the 14th day of April Anno Domini 1857

N B Baker Clerk

Judgment rendered April 12, 1857

Merrimack ss, May. 8th 1857, Personally appeared John Woodbury Jr and made oath that he would appraise at its just value such real estate as should be shown him as the estate of the within named debtor to satisfy this execution — Before me

N A Davis Just of the Peace.

Merrimack ss May 10th 1857 Then Samuel Battenfield and Perley Sargent Personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me N.A. Davis Justice of the Peace

We the subscribers having carefully examined a tract of land situate in Andover in the County of Merrimack and State of New Hampshire shewn to us as the estate of the within named debtor described and bounded as follows to wit, beginning at the Southeasterly corner of said tract on line of land of J.C. Thompson near the Railroad bridge over Blackwater River, and running thence N 13½° W on line of said land of said Thompson 81 rods & 21 links to the southerly side of the 4th N 76 Turnpike, thence on the southerly side of said Turnpike 46 rods & 7 links to opposite a stone bound marked B, thence N 15° W on the line of land of Joseph Morey 1.73 rods to a stone mark thence S 76¼° W 45 rods to the corner of fence on line of Franklin Stevens land, thence S 15° E. on the easterly line of said Stevens land and lands of Harrison and Aaron Colby to the Blackwater River thence along said River to the first point, excepting and reserving that portion within said bounds occupied as a public highway and that portion heretofore conveyed to the Northern Railroad now occupied by said Railroad. And also two other tracts described thus to wit, one beginning at a point on the north side of the turnpike aforesaid and on the westerly side of the tract first above described and running thence N 15° W on line of said last tract 10 rods

Continued

and 7 links to a stake in the corner of the fence, thence N 78° E 13 rods & 13 links to a stake in corner of fence, thence S 14° E 12 rods & 23 links to the north side of the Turnpike aforesaid, thence westerly on line of said Turnpike to the first bounded, being the premises occupied as a store, and also part of those occupied as a tavern stand, the second tract beginning at a stake and stones on the north side of the Turnpike aforesaid 60 feet from the south east corner of the last described, and running thence N 32° W 10 1/16 rods to a post in the fence thence N 66° E 12 rods to a stone wall, thence S 32° E 10 1/16 rods to the north side of the Turnpike aforesaid, thence along the northerly side of said Turnpike to the first bounded, being the land owned by Jenny Morey, the tract aforesaid thus examined by us with the exceptions aforesaid being the same now occupied by Jonathan Stewart; And appraised the same at its just value do upon our oaths say that the same tract of land with the exceptions and reservations aforesaid is of the value of eleven hundred & fifty dollars and no more, and we have set off the same tract by metes and bounds as aforesaid with said exceptions and reservations to the within named creditors in part satisfaction of the within execution

And having further carefully examined a certain other tract of land situate in the same Andover bounded thus, southerly by the Turnpike aforesaid, westerly by land of Harrison Colby, northerly by land above mentioned and appraised & easterly by same land and land formerly owned by Peckers and Scribners and occupied by this steer, being the Tavern stand so called shewn to us as the estate of the within named debtor, said debtor holden three undivided twenty fifth parts thereof in Common with others, and appraised said three undivided twenty fifth parts, do upon our oaths say that said parts are of the value of two hundred & fifty dollars and no more, and we have set off the said parts to said creditors in further part satisfaction of the within execution

May 20, 1857

S Butterfield
John Woodbury 2d
Isley Sargent

Merrimack ss May 20, 1857 By direction of Pierce & Minot attorneys for the creditors named in the execution I have extended said execution upon the tracts of land above mentioned to wit the first tract above described with the exceptions and reservations above mentioned and the said three undivided twenty fifth parts of the second tract above described in manner following to wit, on the eighth day of May A D 1857 I caused two appraisers to be appointed to wit John Woodbury 2d by the creditors aforesaid, and on the 10th day of the same May I caused two other appraisers to be appointed to wit, Samuel Butterfield by myself and Isley Sargent by me for the debtor named in said Execution, said debtor not residing in said County nor within twenty miles of the property to be appraised, said Woodbury and Butterfield and Sargent all being disinterested me resident in said County who being duly sworn before a Justice of the Peace, to wit, said Woodbury on said eighth and said Butterfield and Sargent on said tenth day of May aforesaid, impartially to appraise such real estate as should be shewn them as the estate of said debtor upon their oaths said that the said first tract with the exceptions and reservations aforesaid was of the value of eleven hundred & fifty dollars and no more, and said three undivided twenty fifth parts of the second

518

Continued

tract was of the value of two hundred & fifty dollars and no more both shewn them as the estate of said debtor and amounting in all to the sum of fourteen hundred dollars and said Appraisers set off the same by meets and bounds as aforesaid at three several sums amounting to said sum of fourteen hundred dollars in part satisfaction of this execution and my fees. And I have delivered seizin and possession of both said tracts set off as aforesaid to Josiah Minot attorney for said creditors I therefore return this execution satisfied in part to wit for the sum of thirteen hundred & sixty dollars and thirty nine cents and no more

N A Davis Sheriff

FEES

Sevice	25
Travel 31 miles	1,55
Poundage	10,46
Pa appraisers	7.50
Justice fees	50
Pd Surveyor & assistant	9,50
1 day May 8 to Notify appains	2 00
Expenses	2,45
1 day expens for surveying	3,95
Pd for Record	1 50
	39,61

Merrimack ss May 20 1851 Recd seizin and possession of said tracts of land as above mentioned. this day by Nathaniel A Davis Sheriff

Josiah Minot Atty for sd Creditors

Received and Recorded June 12, 1851

Exd by R. S. Leavitt

Register

New York. Oct. 9. 1852.

In consideration of an obligation of even date from Stephen H. Parker of Andover, Massachusetts, we hereby discharge and release a certain levy made upon real estate in Concord, New Hampshire in 1851. upon an Execution in favor of Agnew, Abbot & Co. against Charles H. Abbot, and recorded in the Registry of Deeds for the County of Merrimack, New Hampshire, said obligation of said Parker having been received as payment of the debt to satisfy which said Execution was levied.

Abbot & Wilcomb

Recorded Jany 14, 1853.

P. Brown

Regr.

519

Asa Fowler

Fowler

520

Agnew & als vs Abbott Epsom October Term 1851

520

290.35
14.30
17
304,82

The State of New Hampshire

Merrimack ss To the Sheriff of any County or his Deputy

Whereas Thomas D Agnew, John D Abbott and James Willoms all of the City, County and State of New York, traders & partners jointly doing business under the firm of Agnew, Abbott & Co, by the Consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1851, recovered judgment against Joshua H Abbott & Charles H. Abbott both of Detroit in the County of Wayne and State of Michigan gentlemen, otherwise called Joshua H. Abbott and Charles H Abbott of parts unknown Gentlemen otherwise called Joshua H Abbott and Charles H Abbott of parts unknown traders and late partners jointly doing business under the firm of J H & C H Abbott, for the sum of two hundred and ninety dollars thirty five cents and costs taxed at fourteen dollars thirty cents as appears of record whereof execution remains to be done,

We Command you therefore that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said Creditors the aforesaid sums with lawful interest thereon and 17 cents more for this writ, and your own fees

And make return of this writ, with your doings thereon to said Court to be holden at Concord in said County, upon the second Tuesday of October next

Witness John J Gilchrist Esquire the 14th day of April Anno Domine 1851.

N. B. Baker Clerk

Judgment rendered April 12, 1851

Merrimack ss May 2, 1851, Then Charles Smart, Nathan Stickney and Richard Bradley personally appeared, and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named debtor, to satisfy this Execution

Before me John Pettingill Justice of the Peace

We the subscribers having carefully examined the tracts of land shewn to us as the estate of the within named Charles H Abbot situated in Concord in the County of Merrimack and bounded as follows, to wit, a tract lying on Washington and State streets, beginning at the Southwesterly corner of Philip Sargents land, thence southerly by State street about one hundred and fifty feet, thence easterly by Washington street about two hundred and fifty feet, thence northerly by land of Shadrack Peavey about one hundred and twenty feet, thence westerly by land of Philip Sargent, about two hundred and fifty feet with the buildeing thereon, Also one other piece of land beginning at the southwesterly corner of Richard Herberts, at a stone on the highway leading by the house of Eben S. Towle & Jefferson Pettingill to Washington street, thence southerly by said highway about forty rods to a stake, thence easterly by land of Samuel Herbert about thirty three rods to a stake, thence northerly by land of John Hook & others about forty rods to a stake thence westerly by land of Richard Herbert about thirty three rods to the bound begun at containing about eighty acres more or less. Also one other piece of land at the Great Eddy, so called, beginning at a stake on the road leading to said Eddy at the

over

New Hampshire ss. Merrimack Jan. 14, 1854 Personally appeared Thomas D. Agnew and made oath that the consideration of an obligation of one hundred dollars given by Joshua H. Abbott to said Agnew & others, and dated March 1851 upon which the foregoing execution issued, was received by said Abbott in payment of the debt and costs by him paid to said Agnew & others

Before me Edward L Peaslee Justice of the Peace

Recorded Jan. 14, 1854 P. Brown Sh'ff

Continued

northeasterly corner of the Davis lot, thence easterly by s.d road and land of the heirs of Nathaniel Abbot about twelve rods to a stone, thence southerly to the Pond or old Channel of Merrimack River, thence westerly and southerly by said Pond or Channel to the easterly line of the Davis lot, so called, thence northerly by the Davis lot to the road the bound, begun at. containing about one acre more or less. one undivided fourth part of the above described land & tenements being shewn to us as the property of the within Charles H. Abbot, & subject to the dower of his mother, and have appraised the one undivided fourth part of the above described lands at its just value and as upon our oaths say that the interest and property of the said Charles H Abbot in the said tracts of land is of the value of three hundred and twenty dollars and no more, and we have sett off the same by metes and bounds as aforesaid in satisfaction of the within execution

May 2, 1857

Richd Bradley
Nathan Stickney
Charles Smart

Merrimack ss May 2, 1857 By direction of the creditors within named I have extended this execution on the interest of the within named debtor Charles H. Abbott in the tracts of land above described in manner following that is to say, I caused three appraisers to be appointed that is to say, Richard Bradley by the creditors within named, Nathan Stickney by myself, and Charles Smart, appointed by me for the said debtor Charles H Abbot, the said debtor not residing within this County nor within twenty miles of the property to be appraised, the said Richard Bradley Nathan Stickney and Charles Smart, being all discreet & disinterested men, resident in the County, who being duly sworn by a justice of the Peace impartially to appraise such real estate as should be shewn to them as the estate of the within named debtors, upon their oaths said that the interest of the within named Charles H Abbott in the above described tracts of land, being one undivided fourth part thereof subject to the right of dower of his mother shewn them as the estate of said Charles H Abbot was of the value of three hundred and twenty dollars and no more, and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this execution, interest and my fees, and have delivered seisen and possession of the said several tracts of land and of the interest of said Charles H. Abbot therein to the said creditors. I therefore return this execution satisfied in full

Fees	Service	2.8
	Travel	1.5
	Poundage	4.29
	Justice fee	.51
	Appraisers fee	6.00
	Recording	1.00
	Notifying appraisers	2.00
		$14.18

John Pettingill Deputy Sheriff

May 2, 1857 We have this day received by John Pettingill Deputy Sheriff seisen and possession of the above described tracts of land and the interest of Charles H Abbot within named therein

Agnew Abbot & Co
By Asa Fowler Atty

Received and Recorded July 11, 1857
Exd by N. T. Leavitt
Register

George Hutchins vs Morrill & Abbott Oct T 1857

583

The State of New Hampshire

Merrimack ss To the Sheriff of any County or his Deputy

Whereas George Hutchins of Concord in said County trader, by the consideration of our Justices of our Court of Common pleas, holden at Concord, in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1857, recovered judgment against George Morrill of said Concord and John C Abbott late of said Concord but not of parts unknown, late partners, formerly negotiating jointly under the name and style of Morill & Abbott for the sum of one hundred and eight dollars and three cents and costs taxed at fourteen dollars thirty three cents as appears of record, whereof execution remains to be done

108.03
14.33
17

We Command you, therefore that of the goods, chattels or lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees

And make return of this writ, with your doings thereon to said Court to be holden at Concord, in said County, upon the second Tuesday of October next

Witness John I. Gilchrist Esquire the 14th day of April Anno Domini 1857

N. B. Baker Clerk

Judgment rendered April 12, 1857

Merimack ss May 10th A D, 1857, I have taken all the right in equity which the within named John C Abbott had on the 18th day of December A D 1849 when said premises were attached on the original writ in this suit or now has, to redeem certain mortgaged real estate situated in Concord in said County in the village of Fishersville and bounded as follows, on the south by Merrimack Street, on the west and north by land of the Contoocook Manufacturing & Mechanic Company; on the east by land of Henry McElliott with the buildings thereon, intending to take all the right of said John C. Abbott to redeem the premises above described or any part thereof and on the same day I posted up notices that the said right in equity would be sold at public auction at Durgins Inn in said village of Fishersville on the 12th day of June A D 1857 at 3 O clock in the afternoon at said Durgin's Inn and at the Post Office in said Village of Fishersville being two of the most public places in said town of Concord and caused a like notice to be published three weeks in succession prior to said day of Sale in the New Hampshire Statesman a newspaper printed at said Concord; and on the 12th day of June A D, 1857 I adjourned said sale to the 19th day of the same June at the same place and hour and then gave notice of said adjournment by posting up notices thereof at the Inn & Post Office aforesaid, and on said 19th day of June A D, 1857 I sold said right in equity at the time and place appointed as aforesaid at public auction to Peter C Abbott he being the highest bidder for the sum of fifty Dollars & made and delivered to him a deed of said right in equity in form prescribed by law and I have applied said sum of fifty dollars after deducting my fees and the charges of sale in part satisfaction of this execution to wit, for the sum of forty four dollars and two cents

John C. Pillsbury Deputy Sheriff

Fee Service	23
Poundage	1,25
Advertising in Newspaper	1,50
Preparing & Posting notices	50
Attending Sale	2,00
Deed	50
	5,98

Received and Recorded July 28, Ex'd by R. T. Leavitt Register

522

593

Peaslee & George

Bradley vs Saltmarsh & Greeley Oct T. 1851

The State of New Hampshire

Merrimack ss To the Sheriff of any County or his Deputy

Whereas Richard Bradley of Concord in said County Yeoman by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1851 recovered judgment against Austin G. Saltmarsh and Joseph Greeley of said Concord Yeomen for the sum of four hundred and fourteen dollars ___ cents and costs taxed at fourteen dollars thirty one cents, as appears of record, whereof execution remains to be done

414 00
14 31
17
/

We Command you therefore that of the goods, Chattels or lands of the said debtor in your precinct, you cause to be levied and paid to the said Creditor the aforesaid sums, with lawful interest thereon and 17 cents more for this writ and your own fees

And make return of this writ with your doings thereon to said Court, to be holden at Concord in said County upon the second Tuesday of October next

Witness John J Gilchrist Esquire this 14th day of April Anno Domini 1851

N B Baker Clerk

Judgment rendered April 12, 1851

Merrimack ss July 8th 1851 I attached all the right in equity of the within named debtor to redeem a certain tract of land situate in Concord in said County, bounded on the west by main street, on the south by land owned by John Whipple, on the east by the Concord & Claremont Railroad, and on the north by the land of Dunlap & Seavey and H. A. Marshall, the same being subject to a mortgage made by said debtor to one Thomas G Davis to secure the payment of a five hundred dollar note dated July 6th 1851, payable in six months with interest, and on the same day I gave in hand to Austin G. Saltmarsh one of the within named debtors a notice in writing that said right in equity would be sold at public auction, on the premises on this 12th day of August at two of the o clock in the afternoon, and posted up like notices at the Eagle Coffee House and Geo Dames Hotel, two of the most public places in said town of Concord in which said property is situate, and the said Joseph Greeley within named not being a resident in said County I caused a like notice to be published in the Independent Democrat a newspaper published at Concord in said County, and on the said 12th day of August I adjourned the sale until the 19th day of August at the same place and same hour in the afternoon, and then gave notice of said adjournment by posting up notices thereof at the Inn of Dame, and at the Inn of John Gibson of said Concord, being two of the most public places in said town and then gave the same notice of said adjournment as I gave of the sale aforesaid, and on the said 19th day of August A D 1851, I sold the said right in equity at the time and place appointed as aforesaid at public auction to Perley Cleaves he being the highest bidder for the sum of one hundred and twenty dollars and made and delivered to him a deed of said right in equity, in the form prescribed by law and I have applied the said sum of one hundred and twenty dollars after deducting my fees and charges of sale in part satisfaction of said Execution to wit for the sum of eighty seven dollars and ninety cents and no more —

Continued

Fees, Service and notice on Saltmarsh	1,23
Two notices and posting up	2,00
One notice publish in Newspaper	1,00
Paid for advertising in Newspaper	2,00
Getting description of land &c	1,00
Attending and adjourning sale	2,00
Advertising second sale	2,50
Making sale	2,00
Clerks fee	1,00
Poundage	4,89
Deed	1,00
Paid Recorder	1,00
	21,62

N A Davis Sheriff

Merrimack ss July 22, 1851 I have taken on this execution Sixty two shares in the capital stock of the Concord & Claremont Railroad Corporation property of the within named Joseph Sneley by leaving with the Joseph A. Gilmore Superintendent of said Corporation an attested copy of said execution, and of this my return thereon and advertised the same for sale at the office of said Road the 26th day of August A.D. 1851 by posting up notices at the Eagle Coffee house and Phenix Hotel both in the town of Concord in said County and at Henry Fullers Tavern in Hopkinton and at Robinsons Ferry in the town of Bow, being two public places in adjoining towns in said County, the said debtor Joseph Sneley not being a resident in said County of Merrimack I caused a notice to be published in the Independent Democrat a Newspaper published at Concord, stating the number of shares to be sold, the time of day and place of sale, and on the said 26th of — not being able to get any sale nor having no prospect of a bid on an adjournment I discharged the attachment

Fees	Advertising in Town	1,50
	Two adjoining Towns	2,75
	Copy to publish	1,00
	Paid Printer	2,00
	Attending sale	2,00
	Copy & Return on Agent	1,23
		10,48

N. A. Davis

Received and Recorded Sept 9. 1851 Ex'd R T Leavitt Register

524

525

Wheeler

Bassett & Morrill March T. 1851

27.79
1888
17

The State of New Hampshire
Merrimack ss To the Sheriff of any County or his Deputy
Whereas Jonas D Bassett Jr of New York in the County and State of New York Merchant by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the second Tuesday of October Anno Domini 1850 recovered judgment against John A Morrill of Boscawen in said County Yeoman for the sum of twenty seven dollars seventy nine cents, and costs taxed at eighteen dollars thirty eight cents; as appears of record whereof execution remains to be done

We Command you therefore that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor the aforesaid sums with lawful interest thereon and 17 cents more for this writ, and your own fees

And make return of this writ with your doings thereon to said Court, to be holden at Concord in said County, upon the fourth Tuesday of March next

Witness John A Gilchrist Esquire the 28th day of October Anno Domini 1850

A B Baker Clerk

Judgment Oct 26, 1850

Merrimack ss December - 1850 I have taken all the right in equity of the within named debtor to redeem a certain tract of land situated in Boscawen in the village of Fishersville in said County and bounded as follows viz on the north by Chandler Street so called, in said village of Fishersville on the east by land of William H Gage, on the south by land of Richard Gage and on the west by land of Charles Stark and John Ellsworth, the same being subject to mortgage made by said debtor to one Whittaker dated the day of — A D 184— to secure the payment of three hundred dollars, and on the same day I left at the usual place of abode of the said debtor a notice in writing that the said right in equity would be sold at public Auction upon the said premises on the twenty first day of December A D, 1850 at one o'clock P M, and posted up like notices at the Inn of Souther G Johnson, and at the store of L Gage & Co two of the most public places in said town of Boscawen in which said property is situate, and on the said twenty first day of December A D, 1850 I adjourned the said sale to the twenty eighth day of December A D, 1850 the same place and hour by posting up notices thereof at the Inn of L & G. Johnson and the store of L Gage & Co two of the most public places in said town of Boscawen and on the said twenty eighth day of December, I adjourned the said sale to the thirtieth day of December A D, 1850 at the same place at two o'clock P M and gave the same notice of the adjournment as before, and on the said thirtieth day of December I again adjourned said sale to the fourth day of January A D, 1851 at the same place at ten o'clock A M. and gave the same notice of adjournment as before, and on the said fourth day of January A D, 1851 I sold the said right in equity at the time and place appointed as aforesaid at public Auction to Rachel Morrill she being the highest bidder for the sum of twenty five dollars, and made and delivered to her a deed of said right in equity in the form prescribed by law, and I have applied the said sum of twenty five dollars after deducting my fees and charges of sale in part satisfaction of said execution, to wit for the sum of twenty one dollars and forty three cents

Fees, Service	23
Advertising	100
Trav	08
Boundary	62
Selling	100
Deed	50
	$3 34½

John C Pillsbury Deputy Sheriff

Rec'd & Recorded Sept 9, 1851

Exd & T Leavitt Rec'd & Recorded Jan 1, 1851 Register

Bartlett vs Stocker & al Oct Term. 1851

L S

The State of New Hampshire

Merrimack ss. To the Sheriff of any County or his Deputy

Whereas John W Bartlett of Boston in the County of Suffolk and Commonwealth of Massachusetts Trader by the Consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1851 recovered judgment against, A.A. Stocker of Cambridge in the County of Middlesex and Commonwealth of Massachusetts Gentleman and John A Harris of Warner in said County of Merrimack Gentleman late partners in trade under the name and style of Stocker & Harris for the sum of two hundred and ninety one dollars thirty five cents and costs taxed at twenty dollars, sixty three cents, as appears of record whereof execution remains to be done

291, 35
20. 63
17

We Command you therefore, that of the goods chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor, the aforesaid sums with lawful interest thereon and 17 cents more for this writ; and your own fee

And make return of this writ, with your doings thereon to said Court, to be holden at Concord, in said County, upon the second Tuesday of October next

Witness John L Gilchrist, Esquire the 14th day of April Anno Domini 1851

N. B. Baker Clerk

Judgment rendered April 12, 1851

Merrimack ss April 25, 1851. Then Abner S Tilly, Abner Woodman and Henry H Harriman personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named John A Harris, to satisfy this execution,

Before me Franklin Simonds Justice of the Peace

We the subscribers having carefully examined a certain tract of land shown to us as the estate of the within named John A Harris to hold one undivided eighteenth part thereof in common with others after the decease of Harrison G Harris of Warner aforesaid, who is tenant of the same for his natural life- situate in said Warner being a part of lot numbered nine in the second division of eight acre lots and bounded northerly by lands of Lewis Sull, Joseph Sewell & John Couch easterly by the ranger way; southerly by lands of Timothy Davis, Benjamin C. Davis, and Oliver Flanders. and westerly by a rangeway containing about sixty five acres Also another tract containing about thirty acres, shown to us as the estate of the said John A Harris to hold one undivided eighteenth part thereof in common with others after the decease of said Harrison G Harris who is tenant of the same for his natural life situate in said Warner being all that part of a forty acre lot drawn to the right of E Morrill laying on the easterly side of the Burnt hill road, so called, bounded northerly by the Chase lot easterly by lands of Joshua Sawyer and Obadiah Hutchinson, southerly by land of said Hutchinson, and westerly by said Burnt hill road and land of Charles George, And also another tract containing about seven acres shown to us as the estate of the within named John A Harris to hold one undivided eighteenth part thereof in common with others, after the decease of said Harrison G Harris who is tenant

over

526

527

Continued

of the same during his natural life, situate in said Warner and bounded northerly by lands of John Harriman and Joshua Sawyers, easterly by land of said Sawyer; southerly by lands of Stephen George and Jacob & John Curries and westerly by land the owner unknown And we do upon our oaths say that the estate of the said John A. Harris in the several tracts of land above described is of the value of Seventy dollars and eighty three cents and no more; And we have set off all the estate of the said John A Harris to the said creditor in part satisfaction of this execution

Warner April 25, 1851

Abner B Kelly
Abner Woodman
Henry H Harriman

Merrimack ss April 25, 1851, By the direction of the creditor within named I have extended this execution upon the estate of John A Harris one of said debtors, in the above described tracts of land being an estate in reservation after the death of Harrison G Harris in one undivided eighteenth part of the two first described tracts of land and one undivided sixth part of the last above described tract of land in the manner following to wit, I caused three appraisers to be appointed that is to say Abner Woodman appointed by myself, Abner B Kelly appointed by the creditor and Henry H Harriman appointed by me for the said John A Harris one of the said debtors and the owner of said property the said John A. Harris having been notified and requested to appoint and appraiser and having neglected to appoint any, the said Abner Woodman Abner B. Kelly and Henry H Harriman being all discreet and disinterested men, residents in the County, who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of John A Harris within named, upon their oaths said that the estate of the said John A Harris in the several tracts of land above described was of the value of seventy dollars and eighty three cents, and no more, and the said appraisers set off one undivided eighteenth part of the two first above described tracts of land and one undivided sixth part of the last above described tract by metes and bounds as aforesaid at that sum in part satisfaction of this execution of this execution and my fees and charges of levying the same, and I have delivered possession and seizen of said several tracts of land to the said creditor, I therefore return this execution satisfied in part to wit for the sum of sixty one dollars and fourteen cents, being the residue of said seventy dollars and eighty three cents the value of said John A Harris estate in said premises after deducting my fees and charges and for no more

Fees, Service	2,3
Travel to Notify Defts	,90
Postage	1,67
Notifying Appraisers	1,7
Attending with Appraisers	1,00
Return	,50
Justices Fee	17
Paid Appraisers	3,80
Paid Register of Deed	1,00
	$9,14

Franklin Simonds D Sheriff

April 25, 1851 I this day received seizen and possession of the above described several tracts of land by Franklin Simonds Deputy Sheriff

Horace Chase Attorney for
John W Bartlett

Received and Recorded Sept 24, 1851
Examined R G Leavitt Register

Ward vs Abbott Exon Oct Term 1851

L S S

The State of New Hampshire

Merrimack SS

To the Sheriff of any County or his deputy

Whereas George B. Ward of Hennikes in said County Gentleman, otherwise called George Ward of said Hennikes, Gentleman, by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1851 recovered judgment against Lucinda Abbott of said Hennikes widow for costs taxed at thirty six dollars eighty five cents; as appears of record, whereof execution remains to be done,

36. 85
17

We command you, therefore that of the goods chattles or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees

And make return of this writ, with your doings thereon, to said Court, to be holden at Concord, in said County, upon the second Tuesday of October next

Witness John J Gilchrist, Esquire the 14th day of April Anno Domini 1851

N B Baker Clerk

Judgment rendered April 12, 1851

Merrimack SS. May 13, 1851 Then David L Cogswell and Alfred Winship personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution. Before me

Wm P Crefey Justice of the Peace

Merrimack ss May 20, 1851 Then personally came Titus V. Wadsworth and made oath that he would impartially appraise at its just value such real estate as should be shown him as the estate of the within named debtor to satisfy this execution Before me

Wm P Crefey Justice of the Peace

We the subscribers have carefully examined a certain tract of land shown to us as the dower of the within named debtor in the estate of her late husband William Abbott deceased, or that part of said dower which the said debtor has not heretofore sold and conveyed, situated in the south part of the village of Hennikes in said County and bounded northerly by the Contoocook valley Railroad, Easterly by land of Nathaniel Cotters occupied by David Gilmore, Southerly by the highway leading from Hennikes by the Stone house to Weare and westerly by the land of the late widows Ward, deceased, do upon our oaths say that the life interest of the said debtor in said estate is worth more than enough to satisfy this execution and costs of levying the same and that in our judgment no part of said tract of land sufficient to satisfy this execution can be set out and divided by metes and bounds without greatly impairing the value of the whole, and in our opinion the use and occupation of the whole of said premises for three year next ensuing would be and is of the value of forty seven dollars and forty seven and no more and we have set off all the estate of the said debtor therein for the term of three years from this fifteenth day of September A.D. 1851 to the said Creditor in full satisfaction of this execution and the fees and charges of levying the same

Hennikes N H Sept 15. 1851

D L Cogswell
Titus V. Wadsworth
Alfred Winship

over

528

529

Continued

Merrimack ss October 4th 1851

By direction of the creditor within named I have
extended this execution upon the tract of land above described in manner fol-
lowing, to wit, I caused three appraisers to be appointed, that is to say David
L Cogswell by the debtor within named, Alfred Wmship by the Creditor with-
in named and Titus V. Wadsworth by myself: the said David L Cogswell, Alfred
Wmship and Titus V. Wadsworth, being all discreet and disinterested men
resident in the County; who being duly sworn by a Justice of the Peace impar-
tially to appraise such real estate as should be shown them as the estate of the
within named debtor, upon their oaths said, that the interest of the said debtor
in the above described real estate is worth more than enough to satisfy this
execution, and the costs of levying the same, and that in their judgment
no part of said tract of land sufficient to satisfy this execution, could be
set out and divided by metes and bounds without greatly impairing the
value of the whole, and in their opinion the use and occupation of the whole
of said premises for three years next ensuing would be and is of the value
of forty seven dollars and forty seven cents and no more, and the said
appraisers set off the use and occupation of said premises or all the interest of
said debtor therein described by mates and bounds as aforesaid for the term
of three years from the 15th day of September 1851 to the said Creditor in full
satisfaction of this execution and the fees and charges of levying the same:
And I have delivered seizen and possession of said tract of land to the said
Creditor. I therefore return this execution satisfied in full

Wm P. Cressy Deputy Sheriff

Fees - Service $0.23
Travel .10
Poundage .95
Selecting & swearing appraisers .51
Paid appraisers 6,00
Travel to Register .75
Paid Register 1,00
$9,54

Merrimack NH October 4, 1851. I this day received seizen and possession
of the above described premises by Wm P Cressy Dept Sheriff

L Smith Atty of Geo B. Ward

Received and Recorded Oct 4, 1851

Exd R. J. Leavitt Register

Nesmith & Pike

530

Wetherell & als vs B & Scribner & co Oct T. 1851

18

The State of New Hampshire

Merrimack ss To the Sheriff of any County or his Deputy

Whereas John Wetherell, John L Wetherell, Thos J Stone and Charles G. Wood all of Boston in the County of Suffolk and Commonwealth of Massachusetts, partners in trade, under the name name & style of Wetherell, Stone & Wood, by the consideration of our justices of our Court of common pleas, holden at Concord, in said County of Merrimack on the fourth Tuesday of March Anno Domini 1851, recovered judgment against, Benjamin F Scribner of Andover in said County and Robert C Pecker of said Boston, partners in trade under the name & style of Benjamin F Scribner & Co for the sum of seven hundred & thirty two dollars, seventy seven cents and costs taxed at eighteen dollars, seventy three cents; as appears of record, whereof execution remains to be done:

732,77
18 73
17
751,67
int 3.75
755,42

We command you, therefore, that of the goods chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor the aforesaid sums with lawful interest thereon, and 17 cents more for this writ, and your own fees,

And make return of this writ, with your doings thereon, to said Court, to be holden at Concord in said County, upon the Second Tuesday of October next

Witness John J Gilchrist, Esquire, the 14th day of April Anno Domini, 1857

N. B. Baker Clerk

Judgment rendered April 12, 1851

State of New Hampshire Merrimack ss. May 10, 1851

Then Samuel Butterfield, John Woodbury Junior, and Ephraim G Graves personally appeared and made oath that they would faithfully and impartially appraise at its just value, such real estate, as should be shown them as the estate of the within named debtor to satisfy this within Execution Before me

Geo W Nesmith Just Peace

We the subscribers having carefully examined a tract of land shown to us as the estate of the within named debtors, bounded as follows, Beginning at the south east corner of land bought by Phillips, Messer, Colby and Greenwood of Levi Stewart being a stake and bricks buried in the ground, thence northwesterly by the north side of the Franklin New Hampshire Turnpike, sixty feet to a stake and stones on land owned by said Phillips, Messer, Colby and Greenwood, said lot to run back from said Turnpike by the line of Levi Stewarts land one hundred and thirty feet to a stake and stones, thirty six and a half feet wide at the northend Meaning the land where the store now stands, which was lately occupied by said Pecker & Scribner situate in Andover on the Pollen Plain so called, Reference being had to the deed of Joseph C Phillips, Richard H. Messer, Anthony Colby and Samuel Greenwood to said Pecker & Scribner Dated May 20, 1851 Recorded in the Merrimack Records and appraised the same at its just value, do upon our oaths say that in our judgment the said real estate cannot be divided and set out by metes and bounds without greatly impairing the value of the whole, and that seventy seven nineteenths of said real estate is of the value of seven hundred and seventy dollars and no more and we have therefore set off to the said Creditors an undivided seventy seven nineteenths of said lot and buildings thereon in full discharge of the within execution and costs and charges

over

530

Continued

thereon
May 10, 1851

Samuel Butterfield
John Woodbury Jr
E. G. Graves

Merrimack ss. May 10, 1851

By Direction of the creditor within named I have extended this Execution upon seventy seven ninetieths parts of the tract of land and buildings above described in manner following, to wit, I caused three Appraisers to be appointed, that is to say John Woodbury Junior by the creditor within named E. G. Graves by Benjamin F Scribner one of the debtors within named and Samuel Butterfield by myself the said John Woodbury Junior, E. G. Graves and Samuel Butterfield being all discreet and disinterested men residents in the County who being duly sworn by a Justice of the Peace, impartially to appraise such real estate as should be shewn them as the estate of the said debtors upon their oaths said that the above described tract of land shewn them as the estate of the said debtors was of the value of nine hundred dollars and no more and the said Appraisers set off the same land by metes and bounds as aforesaid, at that sum, with the buildings thereon, and have applied seven hundred and seventy dollars of aforesaid nine hundred dollars in satisfaction of this Execution, and my fees and charges of levying the same, and I have delivered seizen and possession of the said seventy seven ninetieths parts of the said tract of land and buildings to Austin F. Pike one of the Attorneys for the said creditor and therefore return this Execution satisfied in Full

Levy	2,3
Label	60
Poundage	6,50
Journal &c	3,50
Pd Justice	50
Pd Appraisers	2,25
Recording	1,00
	$14,58

Daniel Osgood Dept Sheriff

May 10, 1851 I this day received seizen and possession of the above described tract of land buildings of Daniel Osgood Dept Sheriff.

Austin F Pike for Wetherell Stone & Wood

Received and Recorded October 8, 1851
Examined R. Leavitt
Register

N. Smith & Parker

532

Colburn vs Thompson Oct T. 1857

LS

242.25
18.28
17
260.70
3 4 Cost to June T. 1857
264.16

The State of New Hampshire

Merrimack ss To the Sheriff of any County or his Deputy

Whereas James Colburn of Franklin in said County Trader, by the consideration of our Justices of our Court of Common Pleas holden at Concord, in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1857, recovered judgment against David F. Thompson of said Franklin, Yeoman, for the sum of two hundred and forty two dollars, twenty five cents, and costs taxed at eighteen dollars and twenty eight cents, as appears of record, whereof execution remains to be done;

We command you therefore, that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees.

And make return of this writ, with your doings thereon to said Court, to be holden at Concord, in said County, upon the second Tuesday of October next.

Witness John S. Gilchrist, Esq in the 14th day of April Anno Domini 1857

N. B. Baker Clerk

Judgment rendered April 12, 1857

Merrimack ss June 12, 1857, Having in my hands the sum of $185,07 being the surplus of the proceeds of an equity of redemption sold by me, this day, over and above what is sufficient to discharge former Executions, against David F. Thompson, one in favor of Hasen Kimball, one in favor of Asa Lowe, one in favor of Clark & Knowlton one in favor of C & E. C. Stone, all issued at the Court of Common Pleas, holden at Concord in said County on the fourth Tuesday of March 1857, I have applied the above sum of $185,07 in part satisfaction of this Execution

Daniel Osgood Dep. Sheriff

Merrimack ss. June 19, 1857

I have taken all the right in equity of the within named debtor to redeem one undivided half of a certain tract land together with the water privileges and machinery, with the fixtures belonging to the shingle Mill, the same having been attached on the original writ in this suit on the 4th day of January 1857, situated in Franklin in said County, bounded as follows viz. Beginning on Chance Pond brook on Neal Procters land, thence up said brook to the Franklin & Bristol Railroad, thence on said Railroad to Dudley Ladd's land, thence on said Ladds land, Neal Procters land Samuel B Kelly's land & Neal Procters land to the first mentioned bound, meaning the same land and water privilege, said debtor and Ezra Austin, bought of Dudley Ladd deed dated April 11th 1848. the same being subject to a mortgage made by said debtor to one Ezra Austin dated the 4th day of September 1849, and on the 1st day of May 1857. I gave to the said debtor a notice in writing that the said right in equity would be sold at public auction at the Inn of Daniel N. Healey in Franklin in said County on the 2nd day of June 1857. at one o'clock in the afternoon, and posted up like notices at the Inn of Daniel N. Healey, and at the store

532

Continued

of James Colburn two of the most public places in said of Franklin in which the said property is situated and on said Second day of June, by request of said debtor, I adjourned said sale to the 12th day of said June at one o'clock in the afternoon at the same place by posting up notices thereof at the Inn of Daniel N. Healey, and at the store of James Colburn, being two of the most public places in said town of Franklin, and on said 12th day of June I adjourned said sale to the 19th day of said June at the same time and place by posting up notices of said adjournment, at the above mentioned places, and on the said 19th day of June 1851, I sold the right in equity at the time and place appointed as aforesaid at public Auction to John B. West he being the highest bidder for the sum of $207.04, and made and delivered to him deed of said debtors right in equity in the form prescribed by law and I have applied $90.47 in full discharge of this execution and my fees and charges on the same, there remains in my hands, $116.57 to be applied on an other Executions in my hands in favor of John L. Colby against the within named debtor.

Levy	2.00
Travel	3.00
Poundage	5.85
Advertising	1.00
Adjourning	1.00
Attending Sale &c	1.50
Deed	.75
P.d Recording	1.00
Trouble getting Execution Recorded	2.00
	$11.38

Daniel Osgood Dpt Sheriff

Received & Recorded October 8, 1851
Ex'd. A. T. Seavitt
Register

Colby.

Kimball vs Thompson October Term 1851

SS

The State of New Hampshire

Merrimack SS To the Sheriff of any County or his Deputy

Whereas Hasen Kimball of Franklin in said County wheelwright by the consideration of our Justices of our Court of Common Pleas holden at Concord in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1851 recovered Judgment against David F. Thompson of said Franklin joiner for the sum of ninety four dollars, sixteen cents, and costs taxed at twenty five dollars sixty eight cents as appears of record, whereof execution remains to be done;

94.16
25.68
7
126.01
1.54 interest to June 12 1851
127.55

We command you, therefore, that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees

And make return of this writ, with your doings thereon, to said Court, to be holden at Concord in said County upon the second Tuesday of October next

Witness John J Gilchrist, Esquire the 14th day of April Anno Domini 1851

N B Baker Clerk

Judgment rendered April 12th 1851

Merrimack ss June 12, 1851 On the 1st day of May 1851 I advertised all the right in equity of the within named debtor to redeem a certain tract of land together with the buildings thereon situated in Franklin, the same having been attached on the original writ on the 4th day of September 1849 & which this is the Execution, bounded northerly by land of A. F. Pike, westerly by the Franklin and Bristol Railroad, southerly by land of Joseph Elliot, easterly by the River road, so called; and other tract bounded northerly and westerly by land of Austin F Pike, southerly by land of Joseph Elliot easterly by the Franklin and Bristol Railroad the same being subject to a mortgage made by said debtor to one Stephen Kendrick dated the 30th day of August 1844 on which mortgage there is due this 12th day of June 1851, $115.71 and on the 1st day of May 1851 I gave to said debtor a notice in writing that the said right in equity would be sold at public auction at the Inn of Daniel N Healey in Franklin in said County on the 2nd day of June 1851 at one o'clock in the afternoon and posted up like notices at the Inn of Daniel N Healey and at the Store of Joseph Clark two of the most public places in said town of Franklin in which said property is situated, and on the said 2nd day of June 1851, I adjourned said sale by request of said debtor to the 12th day of June at the same place and hour and then gave notice of said adjournment by posting up notices thereof at the Inn of said Daniel N. Healey and at the store of said Joseph Clark being two of the most public places in said town, and on the 12th day of June I sold the right in equity at the time and place appointed as aforesaid at public auction to James Colburn he being the highest bidder for the sum of $160,00 and made and delivered to him a deed of said right in equity in the form prescribed by law, and I have applied $132.53 in satisfaction of this execution and interest on the same and my fees and the charges of sale in satisfaction of this execution; there remains in my

534

535

Continued

hands $1,46 7.47 to be applied on other executions now in my hands

Daniel Osgood Dept Sheriff

Levies	2.3
Travel	5
Poundage	2,45
Advertising &c	2.00
Adjourning	1,00
Attending Sale	1,50
Recording	1,00
Deed	75
Trouble to get Execution Recorded	2,00
	$10,98

Received and Recorded October 8, 1857
Ex'd R. T. Leavitt
Register

Worcester vs Fellows Oct 8 1857

The State of Newhampshire

Grafton ss. To the Sheriff of any in this State or his Deputy

883 Whereas Ira Worcester of Ipswich in the County of Essex and Commonwealth of Massachusetts Gentleman, by the consideration of our Justices of our Court ~~our Court~~ of Common Pleas, holden at Plymouth in said County of Grafton on the second Tuesday of May A.D. 1857 recovered judgment against James Fellows of Salisbury in our County of Merrimack, Yeoman, for the sum of five hundred forty six dollars sixteen cents and costs taxed at eighteen dollars eight cents as appears of record whereof Execution remains to be done

$546,16
18.80
1/7
$565,13

We command you, therefore, that of the goods, chattels or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor the aforesaid sums with lawful interest thereon and seventeen cents more for this writ, and your own fees;

And make return of this writ, with your doings thereon, to said Court to be holden at Plymouth in said County of Grafton, upon the third Tuesday of November next."

Witness John James Gilchrist Esquire the 26th day of May Anno Domini 1857."

J. D. Sleeper Clerk

N.B. Judgment rendered May 17, A.D. 1857

Merrimack ss August 1st 1857 I have taken all the right in equity of the within named debtor to redeem a certain tract of land situated in Salisbury in said County, bounded westerly by land of Henry Morrill, Charles Pool and R. L. French, southerly by land of Tristram Greenleaf, Easterly by land of Moses Clement, Northeasterly by land by land of John Calef and Peter Whittemore and northerly by land of Israel A. Palmer, the same being subject to a mortgage made by said debtor to one John Blan, dated the 20th day of April 1847. to secure the payment of four hundred and fifty dollars payable one hundred dollars annually and interest annually the same having been attached on this original writ in this suit on the 18th day of April 1857 and on the 14th day of June 1851. I gave to the said debtor a notice in writing that the said right in equity would be sold at public auction at the dwelling house of said debtor in Salisbury in said County on the 23rd day of July 1857 at one o'clock P.M. and posted up like notices at the Store of Greenleaf & Clement, and at the Store of E. F. Greenough two of the most public places in said town of Salisbury in which the said property is situated, and on said 23d day of July by request of said debtor I adjourned the said sale to the 1st day of August at the same place and hour, and then gave notice of said adjournment by notices thereof at the Store of Greenleaf & Clement and at the store of E. F. Greenough, being two of the most public places in said town of Salisbury and on the 1st day of August I sold the said right in equity at the time and place appointed as aforesaid at public Auction to Stevens Fellows he being the highest bidder for the sum of $201.00 and made and delivered to him a deed of said right in equity in the form prescribed by law: and I have applied the said sum of $201,00 after deducting my fees and the charges of sale in part satisfaction of said execution, to wit for the sum of $187,00

23 service
4,0 Travel
0,13 Poundage on $187,00
2,50 advertising, posting up notices & notifying debtor
2,50 adjournment & posting up notices of the same
6,00 attending sale and making deed
2,25 Recording execution & returns

Daniel Osgood Dep. Sheriff

Received and Recorded October 8, 1857

Ex. Co. P. T. Leavitt Register

536

533 1

Nesmith & Pike

Wetherell, Stone & Wood vs Pecker & al Oct T 1857

15

The state of New Hampshire

Merrimack ss To the Sheriff of any County or his Deputy

Whereas John Wetherell, John G. Wetherell, Enos D Stone and Charles G Wood all of Boston in the County of Suffolk and Commonwealth of Massachusetts, partners in trade under the name of Wetherell, Stone & Wood by the consideration of our Justices of our Court of Common Pleas, holden at Concord, in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1857, received judgment against Robert E. Pecker of said Boston and Benjamin F. Scribner of Andover in said County of Merrimack partners in trade under the name & style of Pecker & Scribner for the sum of one hundred and thirty one dollars twenty two cents and costs taxed at seventeen dollars fifty three cents as appears of record, whereof execution remains to be done,

131.22
17.53
17
148.92
75 int
149.67

We command you, therefore, that of the goods, chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said Creditors, the aforesaid sums, with lawful interest thereon and 17 cents more for this writ, and your own fees;

And make return of this writ with your doings thereon, to said Court to be holden at Concord in said County, upon the second Tuesday of October next

Witness John J Gilchrist, Esquire the 14th day of April Anno Domini 1857

N B Baker Clerk

Judgment renewed April 12, 1887

1857, May 10, Rec twenty seven dollars and thirteen dollars the same being the amount of Credit and interest thereon not allowed in this judgment

Wetherell, Stone & Wood
By Attys. Nesmith & Pike

Merrimack ss May 10, 1857

Then Samuel Butterfield John Woodbury Jun and Ephraim G. Graves personally appeared, and made oath that they would faithfully and impartially appraise at its just value, such real estate as should be shown them, as the estate of the within named debtor to satisfy the within execution

Before me Geo W Nesmith Just Peace

We the subscribers having carefully examined a tract of land shown to us as the estate of the within named debtors, bounded as follows, beginning at the south east corner of land bought by Phillips, Messer, Colby and Greenwood of Eri Stewart being a stake and bucks buried in the ground, thence northerly by the north side of the former New Hampshire Turnpike, six ty feet to a stake and stones on land now owned by said Phillips, Messer Colby & Greenwood, said lot to run back from said Turnpike by the line of Eri Stewart's land one hundred and thirty feet to a stake and stones thirty six and a half feet wide, at the north end meaning the land, where the store now stands which was lately occupied by said Pecker & Scribner situated in Andover at the Potter Place, so called, and appraised the same at its just value, do upon our oaths say that in our judgment the said real estate cannot be divided and set out by metes and bounds without greatly impairing the value of the whole, and that thirteen undivided of said real estate is of the value of one hundred and thirty dollars and no more and we have therefore set off to the said Creditors

Continued

one undivided thirteen ninetieth of said lot and buildings thereon and have applied the same sum of one hundred and thirty dollars in part satisfaction of the within execution

May 10, 1851

S Butterfield
E G Graves
John Woodbury 2d

Merrimack ss. May 10. 1851.

By direction of the creditors within named I have extended this execution upon thirteen ninetieth parts of the tract of land and buildings above described in manner following to wit. I caused three appraisers to be appointed that is to say John Woodbury Junior by the creditors within named E. G. Graves by Benjamin F. Scribner one of the debtors within named and Samuel Butterfield by myself the said John Woodbury junior E.G. Graves and Samuel Butterfield being all discreet and disinterested men resident in the County, who being duly sworn by a Justice of the peace impartially to appraise such real estate as should be shown them as the estate of the debtors upon their oaths said that the above described tract of land with the buildings thereon as the estate of the said debtors was of the value of nine hundred dollars and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum and have applied one hundred and thirty dollars of the aforesaid nine hundred dollars being thirteen ninetieths of said nine hundred dollars in part satisfaction of this Execution and my fees and charges on the same, I therefore return this Execution Satisfied in part to wit. for the sum of $120,97 being the residue of said $130,00 the value of the ballance of said $900,00 after deducting my fees and charges and for no more, I have delivered seizen and possession of the said tract of lands to Austin F. Pike Attorney for said creditors

Daniel Osgood Dep. Sheriff

Servin	23
Travel	60
Poundage $120,	2.45
Trouble, &c.	2.00
Justice	.50
Appraisers	2.25
Recording	1.00
	$9.03

May 10, 1851. I this day received seizen and possession of the above described tract of land and buildings of Daniel Osgood Dept Sheriff

Austin F. Pike

Received Oct 14, 1851
Recorded and Examined Attest R S Leavitt Registr

538

539 497 Colby

Benjamin M. Colby, vs. Henry Tibbetts

L S

The State of New Hampshire

Merrimack S.S.

To the Sheriff of any County or his deputy

Whereas Benjamin M Colby in Canterbury in our County of Belknap Esq. by the consideration of our Justices of our Court of common pleas, holden at Concord in said County of Merrimack, on the fourth Tuesday of March Anno Domini, 1851, Recovered Judgment against Henry Tibbetts of Northfield in said County yeoman, for the sum of Forty five dollars sixty eight cents, and costs taxed at five dollars forty three cents as appears of record whereof Execution remains to be done

45.98
5.43
.17

We command you, therefore that of the goods, chattels or lands of the said Debtor in your precinct, you cause to be levied and paid to the said Creditor, the aforesaid sums, with lawful interest thereon and .17 cents more for this writ and your own fees

And make return of this writ with your doings thereon, to said Court to be holden at Concord, in said County upon the second Tuesday of October next.

Witness John S. Gilchrist Esquire the 14th day of April Anno Domini 1851

N. B. Baker Clerk

Judgment Rendered April 12 1851.

State of New Hampshire Merrimack ss, Oct 6th 1851.

Then Daniel Sanborn personly appeared and made oath he would impartially & truly measure & survey by Metes and bounds such real estate as should be shown him as the estate of the within named debtor Henry Tibbetts to satisfy this execution in favor of B. M. Colby

Before me Isaac Whittier Justice of Peace

State of New Hampshire ss. May 9th 1851.

Then M. H. Morey personally appeared and made oath he would impartially appraise at its just value, such real estate as should be shown him as the estate of the within named debtor to satisfy this execution

Before me Benj. A Rogers Justice of the Peace

Through the State

State of New Hampshire.

Merrimack ss. Oct 6th A.D. 1851. Then Joseph D. Rand and Benjamin Hill personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shown them as the Estate of the within named debtor Henry Tibbetts to satisfy this execution.

Before me Isaac Whittier Justice of the Peace

We the Subscribers having carefully examined a tract of land shown to us as the estate of the within named debtor Situated in Northfield in the County of Merrimack and State of New Hampshire and on the westerly side of the highway leading from Shakers Bridge so called to Shakers Village so called in Canterbury and near said Bridge, commencing at a Stake and Stones in the center of said Highway four Rods and thirteen links (4 Rods & 13 links)

Continued

from the northly westerly corner of John G Browns land running said four rods and thirteen links in the center of the said highway northerly from the said Browns land, thence running a due west course, one Rod and eighteen links to a Stake and Stones standing from said Stake & Stones in the fener, thence continuing said due west course twenty four rods to a Stake and Stones, thence North twenty seven Degrees west fifty rods to a Stake and Stones thence runing from last said Stake and Stones due north to the Winnipissiogee River, thence Easterly on said River to the center of said highway thence southerly on said highway to the bound first begun at, The same containing Seven acres and a quarter of an acre of land more or less, reserving all the right and priviligies which the Winnipisiogee Lake Cotton and Woolen Manufacturing Company have to flow any portion of said premises duly Recorded in the registes of Deeds office, and reserving the right the public has to pass over that part now used as a public highway, and appraised the same at its just Value, do upon our oath say that the same tract of land is of the Value of Sixty five dollars, and no more, and we have set off the same land by Mets and bounds as aforesaid in satisfaction of the within Execution

Merrimack ss.
Northfield Oct. 6.-1851

Masa H. Morey
Joseph D. Rand
Benja. Hill.

Merrimack ss. Oct. 6. 1851

By Direction of the creditor within named, I on the ninth day of May A.D. 1851 Demanded of Hiram Tibbetts Mortgagee of the above described tract of land and a mortgage from the within named Debtor Henry Tibbetts to said Hiram Tibbetts an account on oath of the amount of the debt or demand secured by said Mortgage and such account not being given to me by said Hiram Tibbetts with in fifteen days nor at any time afterwards, I by the direction of the Creditor within named, have extended this execution upon the tract of land above discribed, in manner following to wit On the ninth day of May A.D 1851 I caused one appraiser to be appointed to wit Masa H. Morey, by myself, a discreet and disinterested man resident in said County who was on the same day duly Sworn by a Justice of the Peace impartially to appraise such real estate as should be shown him as the estate of the within named debtor On the sixth day of October A.D. 1851 I caused two appraisers to be appointed to wit. Joseph D. Rand by the Creditor and Benjamin Hill appointed by me for the debtor, the said debtor having been notified and requested to appoint one appraiser and having neglected to appoint any, the said Joseph D. Rand and said Benjamin Hill being discreet and disinterested men resident in said County who being duly Sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the Estate of the within named debtor Henry Tibbetts upon their oaths said that the above discribed land shown them as the estate of the within named debtor was of the value of Sixty five dollars and no more and the said appraisers

540

Continued

Fees,
Service .23
Travel 15
Poundage 1.31
Charges paid Justice .75
Register 1.50
Entering Record and Copy 2.50
Paid Surveyor 2.00
" Appraisers 3.75
Ferry time & Ferry 69
$11.88

set off the same land by metes and bounds as aforesaid, at that sum in satisfaction of this execution and my fees; and I have delivered seizen and possession of the said tract of land to the said Creditor.
I therefore return this execution satisfied in full
Charles J. Conner Dept Sheriff

Merrimack ss,
October 6th 1851
I this day received seizen and possession of the above described tract of land by Charles J. Conner Dept. Sheriff
Benjamin H. Colby.

Received and Recorded Oct 14, 1851
Exd R. T. Leavitt
Register

L.S

The State of New Hampshire

Merrimack ss. To the Sheriff of any County or his Deputy

Whereas, Enos Hoyt of Framingham in the County of Middlesex and Commonwealth of Massachusetts physician by the Consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the fourth Tuesday of March Anno Domini 1851 recovered Judgment against Hazen Dearborn of Northfield in said County laborer for the sum of ten dollars and costs taxed at Seventeen dollars and three cents, as appears of Record whereof Execution remains to be done,

10.00
17.03
17

We Command you, therefore, that of the goods chattels or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor, the aforesaid sums with lawful interest thereon and 17 cents more for this writ and your own fees.

And make return of this writ with your doings thereon, to said Court, to be holden at Concord in said County, upon the second Tuesday of October next

Witness, John F. Gilchrist Esquire the 14th day of April Anno Domini 1851

N. B. Baker Clerk

Judgment rendered April 12th 1851.

Merrimack ss, May 10th 1851, Then John S. Dearborn personally appeared and made oath that he would impartially appraise at its just Value such real estate as should be shown him as the estate of the within named debtor to satisfy this execution

Before me Isaac Whittier Justice of the peace

State of New Hampshire

ss, October 7th 1851, Then Andrew J Forrest and Daniel Dearborn personally appeared and made oath that they would impartially appraise at its just Value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution

Before me Benja A Rogers, Justice of the peace

We the Subscribers having carefully examined a tract of land shown to us as the Estate of the within named debtor, bounded as follows Commencing at a white Oak tree at the South west corner of the land hereby set off thence running westerly on William Forest & Sons land about seventeen Rods to Stakes and Stone thence running North Easterly about five Rods to a large Rock in the Highway leading from Sanbornton Bridge to William Forests thence running on the Southerly side of said Highway Easterly about nineteen Rods to Stakes and Stones thence running Southerly on John E Forests westerly line about eighteen Rods to the Oak tree began at, the same being situate in Northfield in the County of Merrimack & State of New Hampshire and containing one and one fourth of an acre more or less and appraised the same at its just Value, do upon our oath say that the same tract of land is of the Value of Thirty five Dollars and fifty cents and have and the same set off to the same by Metes and bounds as aforesaid in satisfaction of the within Execution

Merrimack ss, Northfield October 7th 1851

John S Dearborn
Andrew J Forest
Daniel Dearborn

542

Continued

Merrimack ss May 10th A.D. 1851 By direction of the within named Creditor I have extended this execution upon the tract of land above discribed in manner following to wit, I caused one appraiser to be appointed that is to say John S. Dearborn by the Creditor within named and on the seventh day of October A.D. 1851 I caused two appraisers to be appointed to wit Andrew J Forest by myself and David Dearborn by myself for the within named debtor he having been notified and requested to appoint one appraiser and neglecting so to do, being all disereet and disinterested men residents in the County who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them, as the estate of the debtor. upon their oaths said that the above discribed tract of land shown them as the estate of the said debtor was of the value of thirty five Dollars and fifty cents and thereon and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in satisfaction of this execution and my fees- and I have delivered seizen and possession of the said tract of land to the said Creditor I therefore return this execution

Satisfied in full

Charles J Conner Dep Sheriff

Fees, Service 23
Travel 10
Pounding 65
Fees Recorder 1.50
" Justice 75
" Appraisers 3.00
My time & trouble 1.56
$7.69

Merrimack ss Oct 7th 1851 I this day received seizen and possession of the above described tract of land by Charles J Conner Dep Sheriff

Enos Hoyt
By his Attys B. A. Rogers

Received and Recorded Oct 14, 1851
Exd R. J. Learitt
Register

Collins vs Merrill Oct T. 1857

47. 98
15. 95
17

The State of New Hampshire

Merrimack ss To the Sheriff of any County or his deputy.

Whereas Moses Collins of Hooksett in said County of Merrimack Yeoman, by the consideration of our justices of our Court of Common Pleas holden at Concord in said County of Merrimack, on the fourth Tuesday of March Anno Domini 1857, recovered judgment against James Merrill of Candia in our County of Rockingham, Yeoman, for the sum of forty seven dollars, ninety eight cents, and costs taxed at fifteen dollars ninety five cents; as appears of record whereof execution remains to be done.

We Command you, therefore, that of the goods, chattels, or lands of the said debtor in your precinct you cause to be levied and paid to the said creditor the aforesaid sums, with lawful interest thereon and 17 cents more for this writ; and your own fees.

And make return of this writ with your doing thereon to said Court, to be holden at Concord in said County, upon the second Tuesday of October next.

Witness John H. Gilchrist, Esq. in the 14th day of April Anno Domini 1857

N. B. Baker Clerk

Judgment rendered April 12, 1857

Merrimack ss July 19, th 1857, Personally appeared Ira Rowe and Thomas Robe and made oath that they would faithfully and impartially appraise at its just value such real estate as should be shown them as the estate of the within named debtor to satisfy this execution — Before me

Savory S. Burbank Justice of the Peace

Merrimack ss May 16, th 1857

Personally appeared Samuel Melvin and made oath that he would faithfully and impartially appraise at its just value such real estate as should be shown him as the estate of the within named debtor to satisfy this execution

Before me S. S. Burbank Justice of the Peace

We the subscribers having carefully examined a tract of land shown to us as the estate of the within named debtor bounded as follows to wit, a certain lot or tract of land situate in Hooksett in the County of Merrimack in the State of New Hampshire beginning at a stake and stones at the north east corner of said lot at land of Moses Collins nearly opposite said Collins dwelling house, thence south eight degrees west about thirty rods to a large stone near the brook, thence west twelve degrees north about twenty nine & a half rods to a stake and stones, thence north about twenty rods to a stake and stones thence north thirty eight degrees east about ten rods to a stake and stones, thence east ten degrees south about twenty six rods to the bound begun at, and bounded Easterly, Southerly, Westerly and Northerly by land of Moses Collins, containing about six acres, and appraised the same at its just value do upon our oaths say that the same tract of land is of the value of thirty three dollars and thirty three cents and no more and we have set off the same bound by metes and bounds as aforesaid at that sum in part satisfaction of the within execution and the fees and charges of serving

over

544

345

Continued

the same)

July 19, 1851

Samuel Melvin
Ira Rowe
Thomas Rowe

Merrimack ss May 10, AD, 1851

By direction of the creditor within named I have extended this execution upon the tract of land above described in manner following, to wit, on the tenth day of May I caused one appraiser to be appointed, to wit, Samuel Melvin by myself he being a discreet and disinterested man, resident in said County who was on the same day duly sworn by a Justice of the Peace impartially to appraise such real estate as should him as the estate of the debtor, and on the 19th day of July AD. 1851 the said creditor appointed Thomas Rowe and the said debtor appointed Ira Rowe both being discreet and disinterested men, resident in said County appraisers on their part, who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shown them as the estate of the said debtor, and the said Samuel Melvin, Thomas Rowe and Ira Rowe upon their oaths said that the above described tract of land shown to them as the estate of the said debtor was of the value of thirty three dollars and thirty three cents: and no more and the said appraisers set off the same land by metes and bounds as aforesaid at that sum in part satisfaction of this execution, and my fees and charges of levying the same, and I have delivered seizen and possession of the said land to said creditor, I therefore return this execution satisfied in part, to wit, for the sum of thirteen dollars and nine cents, being the residue of the said thirty three dollars and thirty three cents: the value of said land after deducting my fees and charges: and for no more, I therefore return this execution satisfied in part only, to wit, for the sum of thirteen dollars and nine cents, and no more,

Fees & Charges	
Service	.25
Travel	.35
Poundage	0,83
Notice to Parties	1.00
Travel to Notify	.65
Notice to Appraisers	1.00
Travel to Notify	.65
Swearing Appraisers	.51
Paid Justice for travel to swear appraisers	.32
Paid Appraisers	4.00
My time with Appraisers	2.50
Paid Surveyor	1,50
Paid Chairman	1,00
Making return on Exon	2,00
Paid for Recording Exon	1,50
Travel to return Exon	2.00
	$ 20,24

July 19, 1851 I this day received seizen and possession of the above described land by Leonard Soundlett D. Sheriff

Moses Collins
Received and Recorded October 14, 1851
Ex'd N. T. Leavitt Register

John Brown 2d vs Josiah Brown

2115, 00
6, 98
17

State of Newhampshire —
Merrimack ss. To the Sheriff of any County or his Deputy
Whereas John Brown 2d of NewLondon in said County, Yoman,
by the consideration of our Justices of our Court of Common pleas holden at
Concord in said County of Merrimack on the second Tuesday of October
Anno Domini 1851, Recovered Judgment against Josiah Brolon of said
NewLondon, Esquire — for the sum of Two thous and one hundred & fifteen
dollars, cents; and Costs taxed at six dollars ninety eight cents as appears
of record whereof Execution remains to be done —
We command you, therefor, that of the goods, chattels or lands of the said debtor
in your precinct, you cause to be levied and paid to the said creditor, the aforesaid
sums, with Lawful interest thereon and 17 cents more for this writ, and your
own fees —
And make return of this writ with your doings thereon to said Court to be holden
at Concord, in said County upon the fourth Tuesday of March next
Witness John J. Gilchrist Esquire the 5th day of November Anno Domini
1851,
N. B. Baker Clerk
Judgment rendered Nov 4, 1851

Merrimack ss NewLondon December 5th 1851 —
Then Anthony Colby, Jonathan K. Addison and Albert Sittle personally
appeared and made oath that they would impartially appraise at its just
value such real Estate as should be shown them as the estate of the within
named debtor to satisfy this Execution — G. W. Everett Justice of the Peace

We the subscribers having carefully examined a tract of land shown
to us as the estate of the within named debtor bounded as follows, commencing
at the Easterly corner of the homestead farm of the within named debtor
thence running Northwesterly by land of Anthony Colby to the highway leading
from the Baptist Meeting House in said NewLondon by Seth F. Sargents,
thence Southwesterly by said highway, and by land of John Brown to the
Southwesterly line of the lot, thence Southeasterly on said Southwesterly line
to the range line to land of Anthony Colby, thence Northeasterly on said
range line to the bound began at; Reserving one and a half acre owned
by Manning Seamans, and Nancy Brown, Estimated at forty seven
acres more or less, and appraised the same at its just value, do upon our
oaths say that the same tract of land is of the value of two thousand dollars
and no more, and we have set off the same land by metes and bounds
as aforesaid in part satisfaction of the within Execution
NewLondon December 5th 1851,
Anthony Colby
Jona K Addison
Albert Sittle

Merrimack — NewLondon December 5th 1851. By direction of the Creditor
within named I have extended this Execution upon the tract of land above described
in manner following, to wit: I caused three appraisers to be appointed, That is to say
Anthony Colby appointed by myself, Albert Sittle appointed by the creditor and
Jonathan K Addison appointed by me for the debtor, the said debtor having been notified
and requested to appoint an appraiser and having neglected appoint any.
The said Anthony Colby, Jonathan K Addison, and Albert Sittle, being all disinterested
and disinterested men and resident in the County, who being duly sworn by a
Justice of the Peace impartially to appraise such real estate as should

546

Continued

be shown them as the real estate of the debtor upon their Oaths said that the above described tract of land, shown them as the estate of the said debtor, was of the value of two thousand dollars and no more, and the said appraisers set off the same land by mites and bounds as aforesaid at that sum in part satisfaction of this Execution and my fees, and I have delivered seizin and possession of the said tract of land to the said Creditors, I therefore return this Execution satisfied in the sum of nineteen hundred and eighty three dollars and forty seven cents and no more

M. E. Sargent Dep Shff

Fees Service	23
Travel	5
Poundage	11,75
Charges paid Justice	50
Appraisers	3 00
Recorder	100
	$46,53

Merrimack ss December 5th 1857 I
This day received Seizen and possession
of the above described tract of land of M. E. Sargent
Deputy Sheriff John Brown

Received and Recorded December 29, 1857
Examined By N. T. Leavitt Register

Charles Tuttle vs Dyer P Colley Jany 1 1852

15.95
5.80
17
21.92.
22 inter upto Oct 18
22.14

The State of New Hampshire
Strafford SS To the Sheriff of any County, or his Deputy

Whereas Charles Tuttle of Dover in said County Yeoman, by the consideration of our Justices of our Court of Common Pleas, holden at Dover in said County of Strafford, on the third tuesday of August A D. 1851 rendered judgment against Dyer P Colley of Meaphinton in the County of Merrimack, Yeoman, otherwise called Dyer B. Colley of said Meaphinton Yeoman, for the sum of fifteen dollars ninety five cents, and costs taxed at five dollars eighty cents as appears of record whereof execution remains to be done

We command you therefore that of the goods, chattels or lands of the said Debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid sums with lawful interest thereon, and seventeen cents more for this writ, and your own fees

And make return of this writ, with your doings thereon, to said Court to be holden at Dover, in said County of Strafford, upon the third Tuesday of January next

Witness John J. Gilchrist, Esquire the 8th day of September A D 1851.

J. H. Smith Clerk

N B. The judgment in the above suit was rendered on the 31st day of August A D. 1851

J H Smith Clerk

Merrimack SS. Sept 17th 1851. I have taken all the right in equity which the within named debtor had on the seventeenth day of April last when the said premises were attached on the original writ in this suit to wit a certain tract tract of land with the buildings thereon situated in Meaphinton in said County and bounded as follows to wit, on the north by the highway leading from Meaphinton village to Concord, easterly, southerly and westerly by land of Joseph Mills, containing one acre more or less, it being the same premises lately occupied by the within named Dyer B. Colley, the same being subject to a mortgage otherwise a bond for a deed made by one Daniel Chase of said Meaphinton to the within named debtor, dated the first day of September 1848 for to secure the payment of one hundred dollars payable in two years with interest annually on which is indorsed on the note given to accompany said bond, November 29th 1849. forty six dollars December 19th 1850 forty dollars, and on the same day I left at the usual place of abode of said debtor a notice in writing that the said right in equity would be sold at public Auction at his said Colleys late residence in said Meaphinton on the 18th day of October 1851. at one of the clock in the afternoon, and posted up like notices at the Inn of Henry Fuller, and at the store of Joseph Stanwood two of the most public places in said town of Meaphinton in which the said property is situate and on the said 18 day of October 1851 I sold the said right in equity at the time and place appointed as aforesaid at public Auction to George W. Currier he being the highest bidder, for the sum of twenty eight dollars and made and delivered to him a deed of said right in equity in the form prescribed by law And I have applied the said sum of twenty eight dollars, and after deducting my fees and charges of sale, I return this execution Satisfied in full to wit,

Andw. Leach Dep Sheriff

Levies 23 Travel 25 Advertising 150 Attending Vendue 150 $3.48
Poundage 54 Deed 75 Return &c 110

259
5.87

Received & Recorded January 23. 1852 Exd. R. J. Leavitt

548

549

Blanchard vs Thompson & al March Term 1852

$82.87
16.42
346.29
28.95 Expos & Porter Rs
31134
17

The State of New Hampshire.

Merrimack ss To the Sheriff of any county or his deputy

Whereas Sarah Blanchard of Franklin in said County Executory of the last will and testament of Elbridge Blanchard late of said Franklin deceased by the consideration of our Justices of our Court of Common Pleas, holden at Concord in said County of Merrimack on the second Tuesday of October Anno Domini 1851 recovered judgment against David F Thompson of Franklin in said County and Ezra Austin of Boscawen in said County Yeoman, for the sum of ~~twenty~~ three hundred & twenty nine dollars eighty seven cents, and costs taxed at sixteen dollars forty two cents as appears of record whereof execution remains to be done for three hundred and seventeen dollars and thirty four cents, ~~as appears of record whereof execution remains to be done for three hundred and seventeen dollars and thirty four cents~~.

We Command you therefore, that of the good, chattels or lands of the said debtor in your precinct, you cause to be levied and paid to the said creditor the aforesaid sums with lawful interest thereon and 7 cents more for this writ, and your own fees

And make return of this writ with your doings thereon to said Court to be holden at Concord in said County, upon the fourth Tuesday of March next.

Witness John J Gilchrist Esquire the 6th day of November, Anno Domini 1851

Judgment rendered Nov 6. 1851 N B Baker Clerk

Merrimack ss November 25th 1851 I have taken all the right in equity which the within named David F Thompson had on the 18th day of June 1851 when the said premises were attached on the original writ in this suit to redeem ~~a~~ certain tract of land situated in Franklin in said County, one undivided half of a tract with the water privilege shingle Machine and fixtures to the same belonging bounded northerly by Chance pond brook, westerly by the Franklin and Bristol Railroad, southerly by land of Dudley Sawyer, easterly by land of S B Kelley, Dudley Sawyer and Will Procter, One undivided half of one other tract land, bounded southerly by Chance pond brook, westerly by the Franklin and Bristol Railroad, northerly by land of John J Sewell, One other tract of land with the buildings thereon bounded easterly by the road, northerly by land of A F Pike, westerly by land of A F Pike, and the Franklin and Bristol Railroad, southerly by land of Joseph Elliott, and on the same day I gave to said David F Thompson a notice in writing that the said right in equity would be sold at public Auction at the office of Nesmith & Pike in Franklin in said County on the 31st day of December 1851 at one oclock in the afternoon and posted up like notices at the store of Joseph Clark and at the store of J B West & Brothers, two of the most public places in the said town of Franklin in which the said property is situated and on the said 31st day of December 1851 I sold said right in equity at the time and place appointed as aforesaid at public auction, One undivided half of the two first described tracts of land, together with one undivided half of the shingle Machine & fixtures to Ezra Austin, he being the highest bidder for the sum of $70,00 the other described tract of land and buildings to Austin & Pike, he being the highest bidder for the sum of $1,00, and made and delivered to said Austin and said Pike, each of them deeds of said right in equity in the form prescribed by law and have applied the said sums of $70,00 and $1,00 and $11,94 being a ballance due me upon sales of a previous sale made 19th day of June 1851, amounting in all to $82,94 and I have applied the said sum in part satisfaction of this execution and my fees and charges for the same, to wit for the sum of $75,61

Continued

Levies	23
Travel	5
Poundage on $70.	1.65
Advertising	2.00
Making Deeds	1.00
50 for Recording	1.00
Trouble to get Execution Recorded	1.00
Attending sale	1.00
	$ 1.93

Danl Osgood Dept Sheriff

1852. Jany 24 Recd of Danl Osgood four dollars and four cents
Nesmith & Pike
By A F Pike

Received and Recorded Febuary 26, 1852
Ex'd R T Leavitt
Register

William C Semess vs Joshua Heaines March Sem 1852.

71.24
11.43
17
1

The State of New Hampshire

Merrimack ss To the Sheriff of any County or his Deputy

Whereas William C Semess of Epsom in said County Esqr by the consideration of our justices of our Court of Common pleas holden at Concord in said County of Merrimack on the Second Tuesday of October Anno Domini 1851 recovered judgment against Joshua Heaines formerly of Chichester in said County now of Roxbury in the County of Norfolk & Commonwealth of Massachusetts laborer for the sum of twenty one dollars twenty four cents and costs taxed at eleven dollars forty three cents as appears of record whereof execution remains to be done.

We Command you therefore that of the goods, chattels or land of the said debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid sums with lawful interest thereon and 17 cents more for this writ, and your own fees

And make return of this writ with your doings thereon to said Court to be holden at Concord in said County upon the fourth Tuesday of March next

Witness John S. Gilchrist, Esquire this 6th day of November Anno Domini 1851

N B Baker Clerk

Judgment rendered Nov 4, 1851

Merrimack ss Dec 1, 1851 Then Stephen C Badger personally appeared & made oath that he would impartially appraise at its just value such real estate as should be shewn him as the estate of the within named debtor to satisfy this execution Before me

Asa Fowler Justice Peace

Merrimack ss February 27, 1852. Then Obediah C Hook and Henry Hook personally appeared and made oath that they would impartially appraise at its just value such real estate as should be shewn them as the estate of the within named debtor to satisfy this Execution Before me

Stephen C Badger Justice of the Peace

We the subscribers having carefully examined a tract of land ~~shewn to us~~ situate in Pembroke in said County bounded north on Loudon line west by Suncook River, south by land of Asa Prescott formerly owned by Benjamin Emery late of said Pembroke deceased, and easterly by land of Nathaniel Hook containing fifty acres more or less, being the same premises lately owned by Rachel Worth late of Chichester in said County deceased, shewn to us as the estate of the said debtor, the said debtor holding one undivided half part thereof in Common with others: do upon our oaths say that one undivided half part of the same tract of land is of the value of ninety eight dollars & eighty five cents and no more: And we have set off said undivided half half part thereof to the said Creditor in Satisfaction of this execution and the fee and charges of levying the same

February 27, 1852

Stephen C Badger
O C. Hook
Henry Hook

Merrimack ss March 3. 1852 By direction of the creditor within named I have extended this execution upon one undivided half part of the tract of land above described in manner following to wit. I caused three Praisers to be appointed, that is to say Stephen C. Badger appointed by myself, Obediah C Hook appointed by the Creditor and Henry Hook appointed by me for the said debtor, the said debtor not residing within this County nor within

Continued

twenty miles of the property to be appraised: the said Stephen C Badger Obediah C Hook and Henry Hook being all discreet and disinterested men resident in the County. Who being duly sworn by a Justice of the Peace impartially to appraise such real estate as should be shewn them as the estate of the debtor: Upon their oaths said that one undivided half of the above described tract of land shewn them as the estate of said debtor was of the value of ninety eight dollars and eighty five cents and no more; and and that the said appraisers set off the same land by metes and bounds as aforesaid at that sum, in satisfaction of this execution and my fees, and I have delivered sisen and possession of the said tract of land to the creditor,

I therefore return this execution satisfied in full,

Abraham Beam Deputy Sheriff

Fees —	Service	25
	Travel	50
	Poundage	1.95
	Paid justice	51
	" Appraisers	4.00
	" Surveyor	1.94
	" Recorder	1.00
	Extra Expenses	5 00
		14.43

1852 March 3. Recd of Abraham Beam Deputy Sheriff sisen and possession of the above described tract of land

Wm T Semmes

By Asa Fowler Atty

Received and Recorded March 6, 1852

Ex of R. T. Leavitt

Register

553

Mary Hoyt vs William H Moulton September 1851

The State of New Hampshire
Rockingham ss To the Sheriff of any County in this State or his Deputy

Whereas Mary Hoyt of Sandown in the County of Rockingham Singlewoman by the consideration of our Justices of our Court of Common Pleas holden at Exeter in said County of Rockingham on the Second Tuesday of February Anno Domini 1851 recovered judgment against William H Moulton of Salisbury in our County of Merrimack Yeoman for the sum of eleven hundred twenty dollars and costs taxed at one hundred seven dollars fifty nine cents as appears of record whereof execution remains to be done

1120.00
107 59
17

We command you therefore that of the goods chattels or lands of the said debtor in your precinct you cause to be levied and paid to the said Creditor the aforesaid sums with lawful interest thereon and seventeen cents more for this writ and your own fees

And make return of this writ with your doings thereon ~~and therein~~ to our said Court to be holden at Portsmouth in said County of Rockingham upon the third Tuesday of September next

Witness John James Gilchrist Esquire the 3d day of March Anno Domini 1851

G B Worth Clerk

N B Judgment rendered March 1st 1851

Rockingham ss. March 4th 1851. I have taken the sum of seventy eight dollars bank notes of the within named debtor and have paid thereof to the creditor who accepted the same at their par value the sum of seventy two dollars forty six cents in part satisfaction of this execution and have retained thereof at their par value the sum of two dollars and fifty four cents for my fees

Fees Service 23
Travel 50
Poundage 1.81
2.54

Francis V Dow D Sheriff

Merrimack ss March 18. 1851. I have taken all the right in equity of the within named debtor to redeem certain tract of land & buildings situate in Salisbury in the County of Merrimack to wit being a part of the home farm formerly owned by Nathaniel Webster deceased and is the same on which said debtor now lives and bounded as follows viz on the north by the south road so called on the west by land of Samuel Dimen Jonathan Stevens & McFellows on the south by land of Kimball Woodward east by the road that leads to Cerser hill in Boscawen containing one hundred & twenty acres more or less. Also another piece of land with a store & dwelling house on the same in said Salisbury formerly owned by Francis J Greenleaf and now occupied by Eldridge Greenough & Co & Wm W Moore and on the same day I left at the usual place of abode of said debtor a notice in writing that the said right in equity would be sold at public Auction at the Tavern of Nathan Smith of Salisbury in said County on the 28th day of April 1851 at one o'clock in the afternoon and posted up like notices at the Tavern of said Smith and at the Store of Greenleaf & Clement two of the most public places in said Town of Salisbury in which the said property is situate and on the said 28th day of April 1851 I sold the said right in equity at the time and place appointed as aforesaid at public auction to Dennis P Hoyt he being the highest bidder for the sum of four hundred dollars and made and delivered to him a deed of said right in equity in the form prescribed by law and I have applied the said sum of four hundred dollars after deducting my fees and charges of sale in part satisfaction of said Execution to wit for the sum of three hundred & eighty five dollars

John Pettingill Deputy Sheriff

Fees Service & Travel	1,28	Merrimack ss April 28. 1851 Received of John
Poundage	5,25	Pettingill D Sheriff Three hundred & eighty five
Advertising Notices & notifying	8,47	dollars in part satisfaction of the within
Selling Mailing deed & Expenses	5,00	
	15 00	Execution 385,00

Dennis P Hoyt
For Mary Hoyt

Received and Recorded March 19, 1852 Ex. a R T Leavitt Register

March 21st 1851 Abel B Quimby Sheriff of Hillsboro Co.

COUNTY OF MERRIMACK, NH

MERRIMACK RECORDS

2 EXECUTIONS

END