

COUNTY OF
MERRIMACK, NH

MERRIMACK
RECORDS

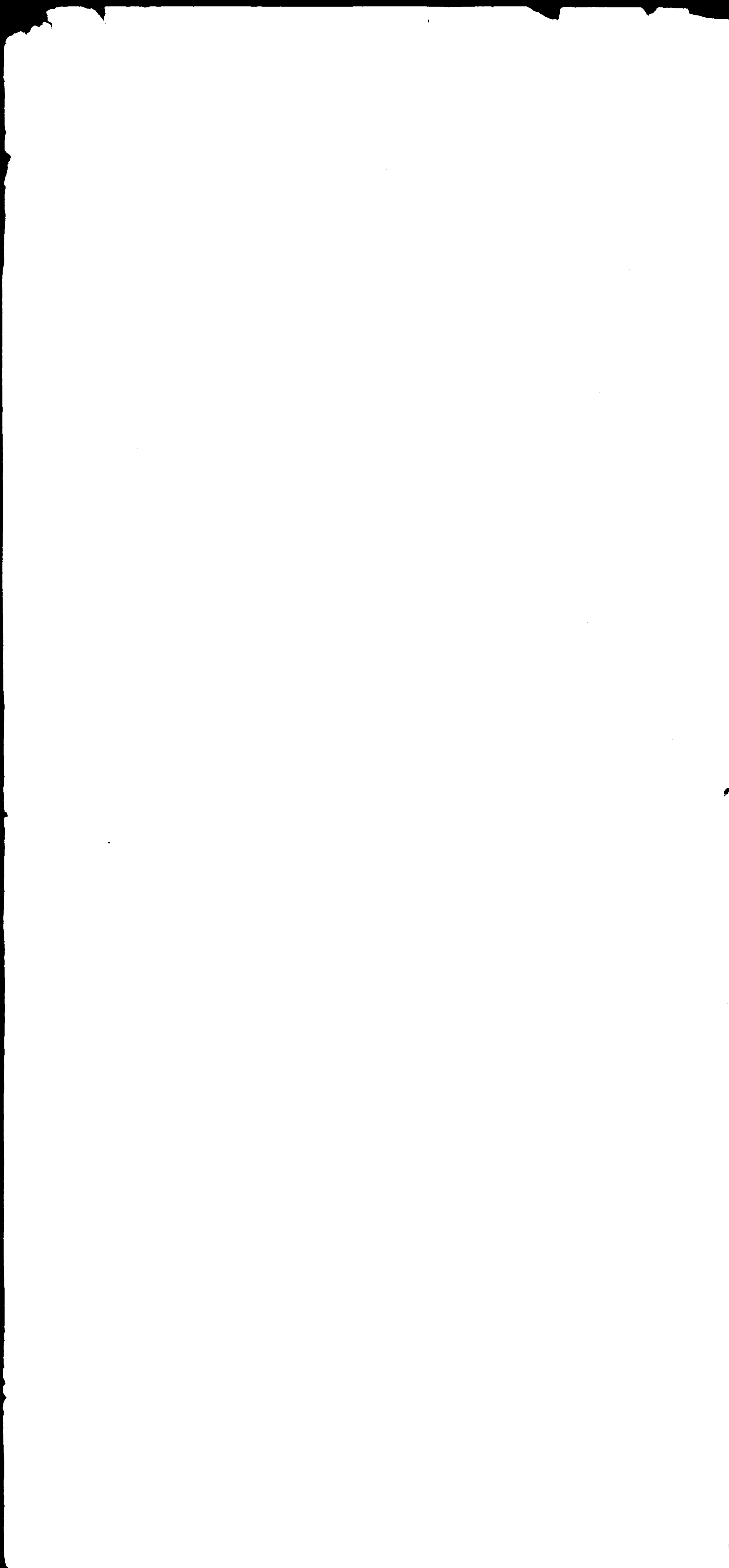
3 1/2
EXECUTIONS

START

Isaac Abbott #43

Execution

3 1/2



Micro 4

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas *J. G. Gilman of Gilford*
in our County of Belknap's Yemassee.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 1859, recovered
judgment against *John Cass of Concord in said County*
of Merrimack Gentleman

81.90
8.75-
17

for the sum of *Eighty one*
dollars *money* cents, and costs, taxed
at *Eight*
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
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 *first* Tuesday of *February* next.

WITNESS, *Samuel B. Bell*
~~IRA PERLEY~~, Esquire, the *Sixteenth* day of *November*
Anno Domini 1859.

St. Butler CLERK.

Judgment rendered *November 17th* A. D. 1859.

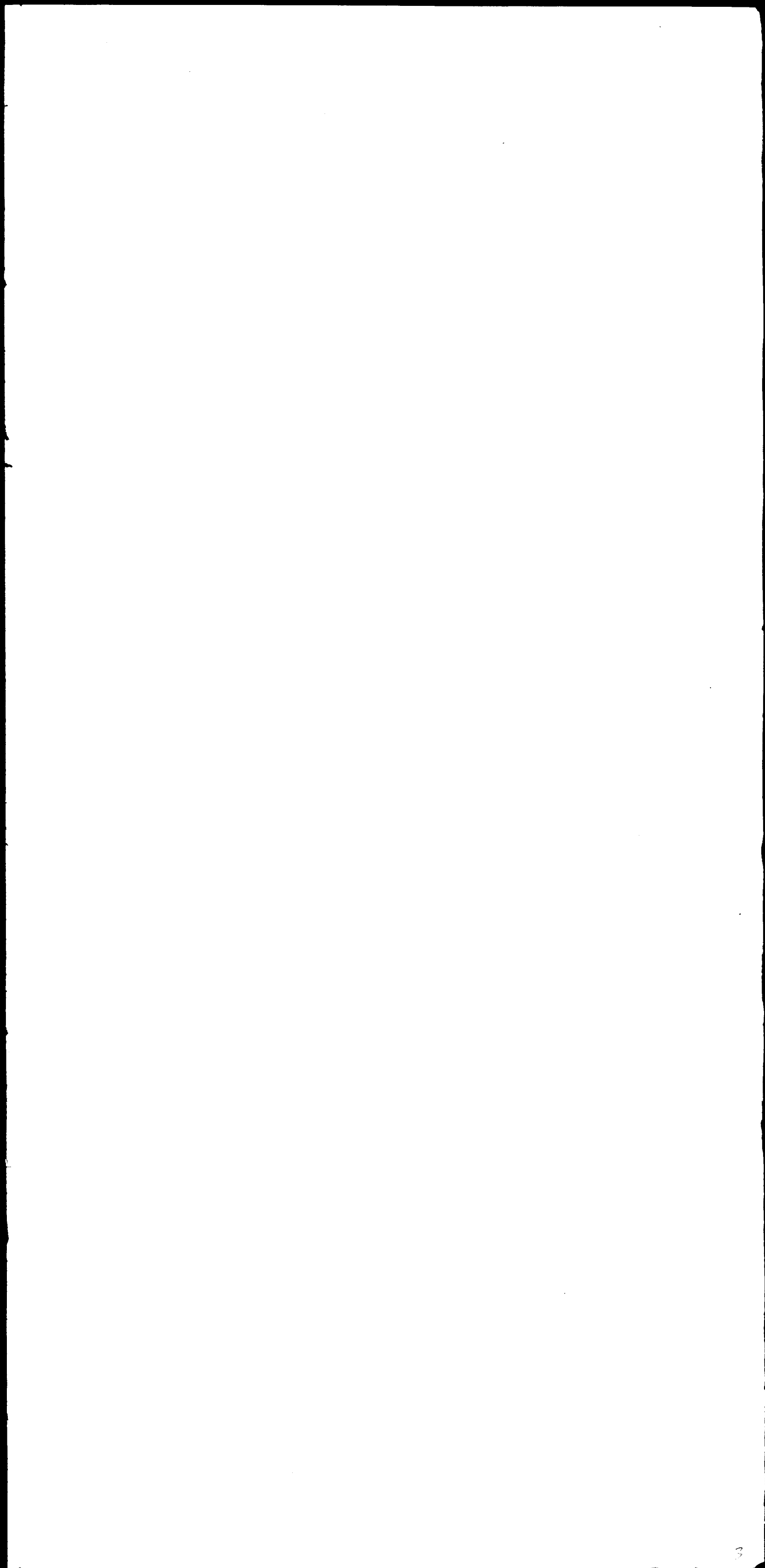
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No.

Ex onl. Term, 18.

Supreme Judicial Court.

7



Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

Execution in favor of Isaac Abbott.
N. G. Ordway, SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 743 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$1015—dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway, SHERIFF.

Fees,

Travel, Service, Poundage, &c., 58

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$1015—, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7. 1860 J. S. Gilman
Examined By Atty George & Foster
Nathan W. Gove Register.

5

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas *Alsa St. Blanchard*
of Concord in said County of Merrimack.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 18*59*, recovered
judgment against *John Cass of Concord in said County*
of Merrimack *gentleman*

179. 76
6. 75-
17

for the sum of *One Hundred and seventy nine*
dollars *Seventy six* cents, and costs, taxed
at *six*
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

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 *first* Tuesday of *February* next.

WITNESS, *Samuel D. Bell* Esquire, the *Sixteenth* day of *November*
Anno Domini 18*59*.

St. Butler CLERK.

Judgment rendered *November 14th* A. D. 18*59*.

5

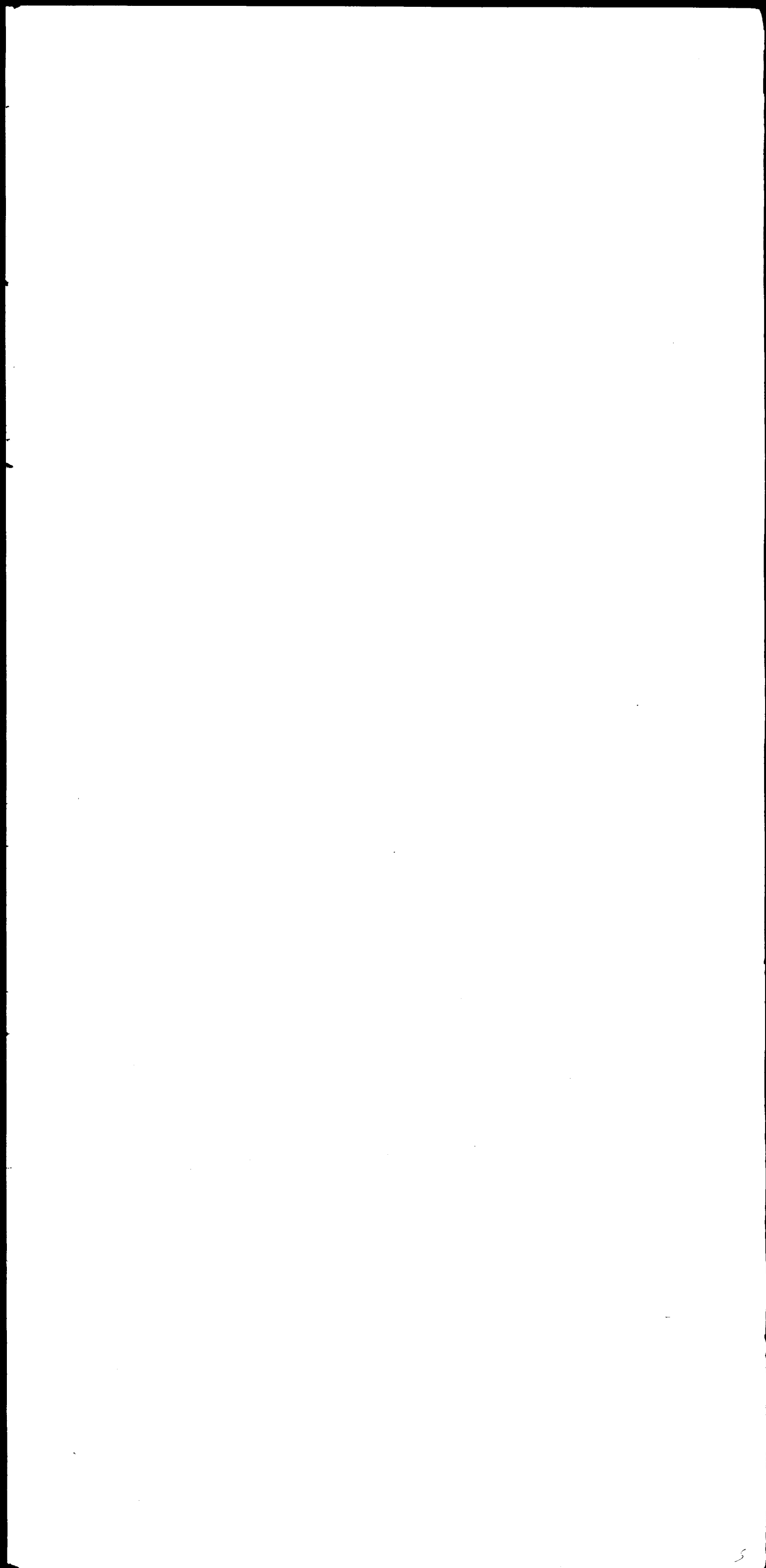
4

No.

Ex onl.

Term, 18

Supreme Judicial Court.



I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, ~~Abbot & Blanchard~~, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, ~~Abbot & Blanchard~~, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1089 dollars and 73 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$9.61 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 58

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 9.61, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 1 1860
Examined
Nathan W. Green, Register.
By his Atty
George & Foster.
A. A. Blanchard

6

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas *Joshua B. Merrill*
of *Concord* in the County of
Merrimack Gentleman,

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 18*59*, recovered
judgment against

John Gass of *Concord* in
said County of *Merrimack*
Gentleman,

463.32 for the sum of *Four Hundred and sixty three*
7.08 dollars *Fifty two* cents, and costs, taxed
at *Seven*
"17 dollars *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
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 *first* Tuesday of *February* next.

WITNESS, *Samuel D. Bell*
Ira Perley, Esquire, the *Sixteenth* day of *November*
Anno Domini 18*59*.

St. Butler.....CLERK.

Judgment rendered *November 14*..... A. D. 18*59*.

6

No.

Ex onl. Term, 18.

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, ~~J. B. Merrill~~, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81 1/2 degrees east about 51 1/2 rods, thence south 7 degrees east, by said Dunklee's land, about 78 1/2 rods to a stake and stones, thence north 81 degrees east, about 16 1/2 rods, by Simeon Carter's land, to a stake and stones, thence north 33 1/2 degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalving, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See execution in favor of Isaac*

Abbot.

St. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, ~~J. B. Merrill~~, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and have applied the sum of 778 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$14.20 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c.,

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CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$14.20, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7. 1860 J. B. Merrill
Examined
Nathan W. Coville, Register.

7

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas

*Ira A. Eastman of
Manchester in said County of
Hillsborough Esquire.*

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 18 *59*, recovered
judgment against

*John Case of Concord,
in said County of Merrimack,
Gentleman.*

80.38 for the sum of *Eighty*
7.15 dollars *thirty eight* cents, and costs, taxed
at *Seven*
17 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
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 *first* Tuesday of *February* next.

Samuel D. Ball
WITNESS, ~~IRA PERLEY~~, Esquire, the *Sixteenth* day of *November*
Anno Domini 18 *59*.

S. Butler CLERK.

Judgment rendered *November 14.* A. D. 18 *59*.

7

4

No.

Exam, 18.

Supreme Judicial Court.

✓

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, ~~Ira A. Eastman~~, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.
St. G. Ordway, SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, ~~Ira A. Eastman~~, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 779 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$9.12 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway, SHERIFF.

Fees,

Travel, Service, Poundage, &c., 55-

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$9.12, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7 1860
Examined
Nathan W. Howe, Register,
By his Attys
George & Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas

Concord *George Clough* Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, on the *third* Tuesday of *August* Anno Domini 18 *59*, recovered judgment against

John Gass of *Concord* in said County of *Merrimack* Gentleman.

206. 66 for the sum of *Two Hundred and Six*
6. 73- dollars *Sixty Six* cents, and costs, taxed
at *Six*
17 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 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 *first* Tuesday of *February* next.

WITNESS, *Samuel D. Bell* Esquire, the *Sixteenth* day of *November* Anno Domini 18 *59*.

St. Butler CLERK.

Judgment rendered *November 14* A. D. 18 *59*.

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No.

Exonl. Term, 18.

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, ~~George Clough~~, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north $81\frac{1}{2}$ degrees east about $51\frac{1}{2}$ rods, thence south 7 degrees east, by said Dunklee's land, about $78\frac{1}{2}$ rods to a stake and stones, thence north 81 degrees east, about $16\frac{1}{2}$ rods, by Simeon Carter's land, to a stake and stones, thence north $3\frac{3}{4}$ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
St. G. Ordway..... SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, ~~George Clough~~, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 23 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$10.00, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway..... SHERIFF.

Fees,

Travel, Service, Poundage, &c., 38

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 10.00, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7. 1860
George Clough
By his Atty.
George Foster.
Nathan W. Grove, Register

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The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas

Charles R. Cassette of Boston
in the County of Suffolk and Commonwealth
of Massachusetts. Creditor.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 1859, recovered
judgment against

John Cass, of Concord in said
County of Merrimack Gentleman.

298. 48 for the sum of *Two hundred and ninety eight*
7. 75- dollars *Forty eight* cents, and costs, taxed
at *seven*
" 17 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
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 *first* Tuesday of *February* next.
Witness, *Amos D. Bell*
IRA PERLEY, Esquire, the *Sixteenth* day of *November*.
Anno Domini 1859.

Judgment rendered *November 14.* A. D. 1859.

H. Butler CLERK.

No.

Ex onl.

Exam, 18

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., ~~Charles R. Gassett~~, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
St. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., ~~Charles R. Gassett~~, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1059 dollars and 77½ cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 77½ dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$12.30 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway SHERIFF.

Fees,
Travel, Service, Poundage, &c., 63

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$12.30, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7, 1860
Examined
Nathan W. Gove, Register
C. R. Gassett
By Atty.
George Foster.

10

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas

Comes Joseph B. Walker Esquire
in said County

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 18 *59*, recovered
judgment against

John Gass, of Concord, in
said County of Merrimack Gentleman

247. 52 for the sum of *Two hundred and forty seven*
dollars *fifty three* cents, and costs, taxed
9. 05 at *nine*
17 dollars *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
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 *first* Tuesday of *February* next.

WITNESS, *Samuel D. Bell*
~~IRA PERLEY~~, Esquire, the *sixteenth* day of *November*,
Anno Domini 18

St. Butler CLERK.

Judgment rendered *November 14.* A. D. 18 *59*.

10

14

No.

Exam. Term, 18.

Supreme Judicial Court.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

Execution in favor of Isaac Abbott
A. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 773 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$10.63 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

A. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 160

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$10.63, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examined
Nathan W. Howe Register
By Atty George Foster
Joseph B. Malver

11

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas

*George W. Hought of Concord
in said County Trader.*

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 18*59*, recovered
judgment against

*John Gass of Concord in said
County of Merrimack Gentleman.*

373.90 for the sum of *Three hundred and seventy three*
dollars *ninety* cents, and costs, taxed
6.75- at *Six*
.17 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
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 *first* Tuesday of *February* next.

WITNESS, *Samuel D. Bell* *IRA PERLEY*, Esquire, the *sixteenth* day of *November*
Anno Domini 18*59*.

St. Butler CLERK.

Judgment rendered *November 14.* A. D. 18*59*.

11

No.

Ex' onl.

Term, 18.

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, ~~George W. Hoyt~~, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¼ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
St. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, ~~George W. Hoyt~~, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Renden G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 27½ cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 77½ dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 12.52 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 163

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 12.52, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examined
George W. Hoyt
By attys.
George & Foster.
Nathan W. Howe Register

12

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas *The Citizens Bank*
a Corporation established by Law
and doing business at *Sambornton*
in our County of *Belknap*.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 1859, recovered
judgment against

John Gass of Concord, in said
County of Merrimack Gentleman.

204.20 for the sum of *Two hundred and four*
7.75 dollars *Twenty* cents, and costs, taxed
at *Seventy*
dollars *Twenty 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
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 *first* Tuesday of *February* next.

WITNESS, *Samuel D. Bell* *Sixteenth* day of *November*
Anno Domini 1859.

St. Butler CLERK.

Judgment rendered *November 14th* A. D. 1859.

12

No.

Ex onl. Term, 18.

Supreme Judicial Court.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

Execution in favor of Isaac Abbott
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 45 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$10.98 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 58

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 10.98, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examined
Nathan W. Gore. Register
Citizens Bank
By their Atty's,
George & Hater.

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas Joseph Clough of
Concord in said County of Merrimack,

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the 17th Tuesday of August Anno Domini 1859, recovered
judgment against

John Cass of Concord, in
said County of Merrimack, Gentleman.

78.45- for the sum of Seventy eight
6.75- dollars forty five
at Six
17 dollars Twenty five cents;
as appears of record, whereof execution remains to be done : cents, and costs, taxed

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
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 17th Tuesday of February next.
WITNESS, Samuel D. Bell Esquire, the 16th day of November
Anno Domini 1859.

St. Butler, CLERK.

Judgment rendered November 14. A. D. 1859.

No.

Exam. Term, 18.

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81 1/2 degrees east about 51 1/2 rods, thence south 7 degrees east, by said Dunklee's land, about 78 1/2 rods to a stake and stones, thence north 81 degrees east, about 16 1/2 rods, by Simeon Carter's land, to a stake and stones, thence north 3 3/4 degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860: And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

Execution in favor of Isaac Abbott
N. G. Ordway, SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$8.09 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway, SHERIFF.

Fees,

Travel, Service, Poundage, &c., 53

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 8.09, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860 Joseph Clough
Examined By his Atty.
George Foster.
Nathan W. Grove, Register.

14

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas Charles E. Mead St. Jackson
Mead and W. G. Mason all of Concord
in said County, Carpenters and partners
under the firm of Mead Brothers and
Company,

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *17th* Tuesday of *August* Anno Domini 18 *59*, recovered
judgment against

*John Gass of Concord, in said
County of Merrimack Gentleman.*

164.41 6.75 17	for the sum of dollars at dollars	<i>One hundred and sixty four forty one Six Twenty five</i>	cents, and costs, taxed cents;
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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
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 *first* Tuesday of *February* next.

WITNESS, *Samuel D. Bell*
IRA PERLEY, Esquire, the *sixteenth* day of *November*
Anno Domini 18 *59*.

A. Butler CLERK.

Judgment rendered *November 14* A. D. 18 *59*.

14

22

No.

Exam., 18.

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, ~~Mead, Brother & Co.~~, Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simcon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yaliding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.
N. G. Ordway, SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, ~~Mead, Brother & Co.~~, Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1089 dollars and 773 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 40 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$9.38 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway, SHERIFF.

Fees,

Travel, Service, Poundage, &c., 54

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 9.38, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7 1860 Mead Brothers & Co
Examined By Atty
Nathan W. Grove, Register George & Foster.

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas Lewis Downing, Lewis Downing Jr. & Moses Downing all of Concord in said County, Manufacturers and Copartners doing business under the firm of Lewis Downing and sons.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, on the *third* Tuesday of *August* Anno Domini 18 *59*, recovered judgment against

John Cass, of Concord, in said County of Merrimack Gentlemen.

<i>25. 95-</i>	for the sum of	<i>Twenty five</i>	
<i>6. 75-</i>	dollars	<i>ninety five</i>	cents, and costs, taxed
	at	<i>Six</i>	
<i>17</i>	dollars	<i>Seventy five</i>	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 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 *first* Tuesday of *February* next.

Witness, *Samuel D. Bell* Esquire, the *sixteenth* day of *November*. Anno Domini 18 *59*.

St. Butler CLERK.

Judgment rendered *November 14th* A. D. 18 *59*.

No.

Exam., 18.

Supreme Judicial Court.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the transparency and accountability of the organization. The text outlines the various methods used to collect and analyze data, ensuring that the information is reliable and up-to-date.

2. The second part of the document focuses on the implementation of these practices. It details the steps involved in setting up a robust system for data collection and analysis. This includes identifying the key areas of focus, selecting appropriate tools and techniques, and ensuring that all staff are trained and equipped to handle the data effectively.

3. The third part of the document addresses the challenges faced during the implementation process. It acknowledges that there may be resistance to change or a lack of resources, but it provides strategies to overcome these obstacles. The text stresses the importance of communication and collaboration, as well as the need for ongoing monitoring and evaluation to ensure the system remains effective over time.

4. The final part of the document concludes with a summary of the key findings and recommendations. It reiterates the importance of maintaining accurate records and provides a clear roadmap for future actions. The text encourages the organization to continue to refine its processes and to stay committed to the principles of transparency and accountability.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, ~~Lewis Downing & Sons~~, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
A. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, ~~Lewis Downing & Sons~~, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1059 dollars and cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$7.30 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

A. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 50

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 7.30, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7 1860
Examined
Nathan W. Gove Register
By atty
George Foster.

16

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas Samuel S. F. Simpson of
Concord in said County Physician.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 1859, recovered
judgment against

*John Gass, of Concord, in said
County of Merrimack Gentlemen.*

106.00 for the sum of *One Hundred and six*
6.75- dollars cents, and costs, taxed
at *six*
"17" 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

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 *first* Tuesday of *February* next.

WITNESS, IRA PERLEY, Esquire, the *sixteenth* day of *November*,
Anno Domini 1859.

Sh. Butler CLERK.

Judgment rendered *November 14th* A. D. 1859.

16

No.

Enl. Term, 18.

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalving, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.
St. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 27 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$8.51 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 53

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$8.51, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7, 1860
Examined
Nathan W. Howe, Register.
S. L. H. Simpson
By his Atty.
George Foster.

17

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas *Josiah Carpenter of*
Pittsfield in said County Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 1859, recovered
judgment against

John Bass, of Concord, in said
County of Merrimack, Gentleman.

44.00 for the sum of *Forty four*
7.75 dollars *cents, and costs, taxed*
at *Seven*
17 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
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 *first* Tuesday of *February* next.

Samuel D. Bell
WITNESS, *IRA PERLEY*, Esquire, the *Sixteenth* day of *November*,
Anno Domini 1859.

St. Butler CLERK.

Judgment rendered *November 14th* A. D. 1859.

17

No.

Ex onl. Term, 18.

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Joseph Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.
A. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Joseph Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1059 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being 86.58 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

A. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 57

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 8.58, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examined
Nathan W. Howe. Register
Josiah Carpenter
By his Atty
George Foster.

18

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas *Henry S. Shattuck* of
Concord in said County Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 18*59*, recovered
judgment against

John Bass of *Concord* in said
County of *Merrimack*, Gentleman.

321.86 for the sum of *Three hundred and twenty one*
6.75 dollars *Eighty six* cents, and costs, taxed
at *six*
17 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
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 *first* Tuesday of *February* next.

WITNESS, *Samuel D. Bell*
~~IRA PERLEY~~, Esquire, the *Sixteenth* day of *November*
Anno Domini 18*59*.

A. Butler CLERK.

Judgment rendered *November 14* A. D. 18*59*.

18

No.

Ex. conl. Term, 18.

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, ~~Henry S. Shattuck~~, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacot A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81 1/2 degrees east about 51 1/2 rods, thence south 7 degrees east, by said Dunklee's land, about 78 1/2 rods to a stake and stones, thence north 81 degrees east, about 16 1/2 rods, by Simeon Carter's land, to a stake and stones, thence north 3 3/4 degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

Execution in favor of Isaac Abbott
St. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, ~~Henry S. Shattuck~~, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 73 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being 84.75 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway SHERIFF.

Fees,
 Travel, Service, Poundage, &c., 66

CONCORD, February 1, 1860. Received of N. G. ORDWAY, Sheriff, \$ 11.75, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
By Atty.
Nathan W. Howe, Register.
George T. Hoste

19

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas *Enoch Jackson* of
Concord in said County, Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 18 *59*, recovered
judgment against

36.90 for the sum of *Thirty six*
6.75 dollars *and* *seventy five* cents, and costs, taxed
17 at *six*
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
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 *first* Tuesday of *February* next.
Witness, *Samuel D. Bell*
~~IRA PERLEY~~, Esquire, the *sixteenth* day of *November*
Anno Domini 18 *59*.

St. Butler CLERK.
Judgment rendered *November 14th* A. D. 18 *59*.

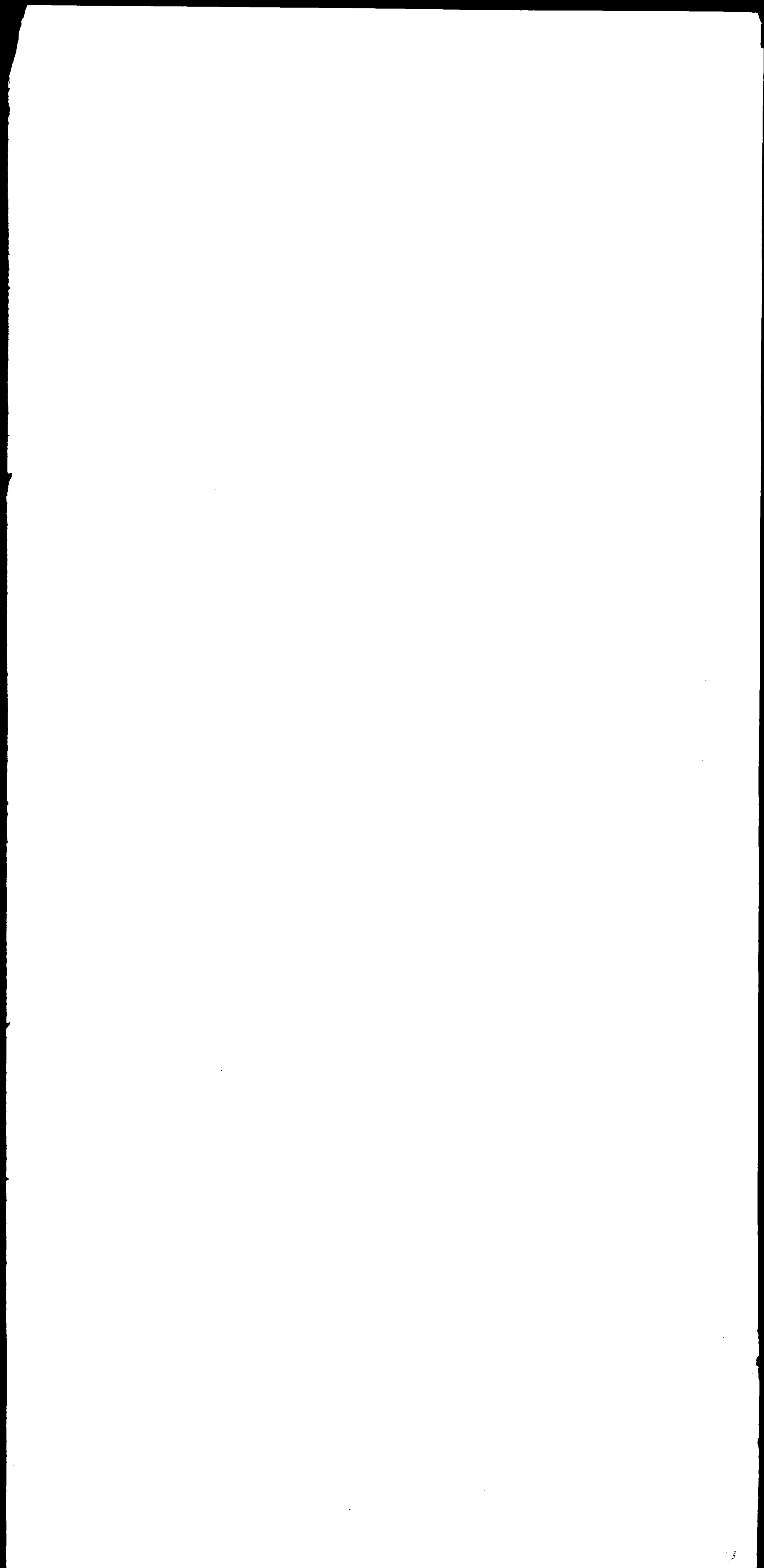
19

32

No.

Ex ' Term, 18. .

Supreme Judicial Court.



Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, ~~Bank & Jackson~~, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See execution in favor of Isaac Abbott.*

H. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, ~~Bank & Jackson~~, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 778 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$7.47, and the balance thereof I have applied in part satisfaction of the above named executions.

H. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 151

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 7.47, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examiné
Nathan W. Lowe. Register.
By Atty.
George & Foster.

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas *Lewis Baster of Concord*
in said County Trader

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 1859, recovered
judgment against

John Gass of Concord in
said County of Merrimack Gentleman.

135. 97 for the sum of *One hundred and thirty five*
6. 75 dollars *thirty seven* cents, and costs, taxed
at *six*
17 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
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 *first* Tuesday of *February* next.

Witness, *Amos D. Bell*
IRA PERLEY, Esquire, the *sixteenth* day of *November*
Anno Domini 1859.

St. Butler CLERK.

Judgment rendered *November 14* A. D. 1859.

No.

Exam.

18

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, ~~Lewis Barter~~, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yaliding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

Execution in favor of Isaac Abbott.
A. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, ~~Lewis Barter~~, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$8.89 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

A. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 153

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$8.89, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examin'd
Nathan W. Howe. Register.
Lewis Barter
By his Atty.
George Foster.

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas The State Capital Bank a Corporation existing under the Laws of this State and doing business at Concord in said County.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, on the *third* Tuesday of *August* Anno Domini 18*59*, recovered judgment against

John Gass of Concord, in said County of Merrimack, Gentleman.

1007 67 for the sum of *One thousand and seven*
dollars *sixty seven* cents, and costs, taxed
6.78 at *Six*
17 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 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 *next* Tuesday of *February* next.
WITNESS, *Samuel D. Bell* Esquire, the *sixteenth* day of *November*
Anno Domini 18*59*.

St. Butler CLERK.

Judgment rendered *November 14.* A. D. 18*59*.

No.

Ex. ent. Term, 18.

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yaliding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
St. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 10 59 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 7 78 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 22, 03 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 188

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 22, 03, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7, 1860 State Capital Bank
Exa. By Atty George & Foster.
Nathan W. Grove, Register.

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas Isaac Hale of Concord
in said County Esquire.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 1859, recovered
judgment against

John Case, of Concord, in said
County of Merrimack Gentleman.

53, 25- for the sum of *Fifty three*
6, 27 dollars *twenty five* cents, and costs, taxed
at *six*
17 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

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 *first* Tuesday of *February* next.
WITNESS, *Samuel D. Bell* Esquire, the *sixteenth* day of *November*
Anno Domini 1859.

St. Butler CLERK.

Judgment rendered *November 14th* A. D. 1859.

22

No.

Exam, 18.

Supreme Judicial Court.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See execution in favor of Isaac Abbott.*

St. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 173 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 7. 72 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 151

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 7. 72, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860 Isaac Abbott
Examined By Atty
Nathan W. Howe. Register. *George Foster.*

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas

*Perkins Gale of
Concord in said County Gentlemen*

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 18 *59*, recovered
judgment against

*John Gass of Concord, in
said County of Merrimack Gentlemen.*

111. 88 for the sum of *One hundred and eleven*
6. 75 dollars *eighty three* cents, and costs, taxed
at *five*
17 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
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 *first* Tuesday of *February* next.

Witness, *Samuel D. Bell*
~~IRA PERLEY~~, Esquire, the *sixteenth* day of *November*
Anno Domini 18 *59*.

St. Butler CLERK.

Judgment rendered *November 14. A. D. 18 59.*

23

No.

Exam.

Term, 18

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, ~~Perkins Gale~~, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece; to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See execution in favor of Isaac Abbott.*

St. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, ~~Perkins Gale~~, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 71 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 713 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$8.59 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 760

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 8.59, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860 Perkins Gale
By Atty.
George Foster.
Nathan W. Howe, Register.

The State of New-Hampshire.

MERRIMACK, SS. — To the Sheriff of any County, or his Deputy.

Whereas Seth C. Parker of Boston
in the County of Suffolk and
Commonwealth of Massachusetts.
Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the *third* Tuesday of *August* Anno Domini 18 *59*, recovered
judgment against

John Gass of Concord,
in said County of Merrimack
Gentleman.

61. 67 for the sum of *Sixty one*
dollars *Sixty seven* cents, and costs, taxed
7. 75 at *Seven*
dollars *Twenty five* cents;
17 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
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 *first* Tuesday of *February* next.

WITNESS, *Samuel D. Bell* Esquire, the *Sixteenth* day of *November*
Anno Domini 18 *59*.

S. Butler CLERK.

Judgment rendered *November 14* A. D. 18 *59*.

No.

Exam. Term, 18.

Supreme Judicial Court.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, ~~Seth B. Parker~~, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81 1/2 degrees east about 51 1/2 rods, thence south 7 degrees east, by said Dunklee's land, about 78 1/2 rods to a stake and stones, thence north 81 degrees east, about 16 1/2 rods, by Simeon Carter's land, to a stake and stones, thence north 3 3/4 degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yaliding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.
J. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, ~~Seth B. Parker~~, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold, by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and have applied the sum of 748 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$8.84 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

J. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 53

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$8.84, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7, 1860
Examined
Nathan W. Howe, Register
Seth C. Parker
By his Atty.
George & Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Susan Gass of Concord in said County Melow.*

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

145.97
6.75
17

for the sum of *One hundred and forty five*
dollars, *ninety seven* cents, and costs, taxed
at *six*
dollars *Twenty 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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

N. J. Butler

CLERK.

Judgment rendered November 14, A. D. 1859.

25

GEORGE & FOSTER.

No.

JOHN GASS.

Exam, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, ~~Susan Gass~~, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81 1/2 degrees east about 51 1/2 rods, thence south 7 degrees east, by said Dunklee's land, about 78 1/2 rods to a stake and stones, thence north 81 degrees east, about 16 1/2 rods, by Simeon Carter's land, to a stake and stones, thence north 3 1/4 degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.
N. G. Ordway, SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, ~~Susan Gass~~, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1059- cents, from which sum I have deducted my fees and charges of keeping and selling the same, and have applied the sum of 273 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$9.11 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway, SHERIFF.

Fees,

Travel, Service, Poundage, &c., 55

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$9.11, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7 1860 Susan Gass.
Examined By her Atty George Foster.
Nathan W. Grove, Register

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas John F. Thompson and Charles C. Wyatt both of Concord in said County Traders and Partners under the firm of Thompson & Wyatt.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

59 15
6 15
17

for the sum of
dollars,
at
dollars

Fifty nine
fifteen
Six Seventy five cents;
as appears of record, whereof execution remains to be done :

cents, and costs, taxed

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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

26

GEORGE & FOSTER.

No.

JOHN GASS.

Exam, February Term, 1866.

25

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalving, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See attention in favor of Isaac Abbott
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 273 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$7.81 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 50

CONCORD, February 1st, 1860.

Received of N. G. ORDWAY, Sheriff, \$7.81, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7, 1860 Thompson & Wyatt
Examined By Atty.
Nathan W. Gove, Register George & Boston

27

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Bradbury Gill of Concord*
in said County Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

98.15
6.75
17

for the sum of *Twenty eight*
dollars, *fifteen*
at *five*
dollars *Twenty five.* cents;
as appears of record, whereof execution remains to be done :

cents, and costs, taxed

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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

27

46

GEORGE & FOSTER.

No.

JOHN GASS.

Green, Elementary School, 1866.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, ~~Bradbury~~ Giff, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¼ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See execution in favor of Isaac Abbott*

N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, ~~Bradbury~~ Giff, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and have applied the sum of 273 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the portion of the above sum which I have applied on this execution being 98.39 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 54

CONCORD, February 1st, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 8.39, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7, 1860
Examined
Nathan W. Howe, Register
Bradbury Giff
By his Attys
George & Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *John M. Hill of Concord*
in said County ~~gentleman~~, Esquire

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

128. 98 for the sum of *One Hundred twenty*
6. 75 dollars, *ninety eight* cents, and costs, taxed
at *Six*
17 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 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 first Tuesday of February next.
WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

v.

JOHN GASS.

Exam, February Term, 1866.

2

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.
N. G. Ordway. SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1059 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 8.66, dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway. SHERIFF.

Fees,

Travel, Service, Poundage, &c., 58

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 8.66, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7, 1860 John M. Hill
By his atty George & Foster.
Nathan W. Gross, Register

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Irwin Barr of Boston in the County of Suffolk and Commonwealth of Massachusetts Gentleman.*

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

58. 37.
7. 75
17

for the sum of *Fifty eight*
dollars, *thirty seven*
at *Seventy five*
dollars *cents;*
as appears of record, whereof execution remains to be done :
cents, and costs, taxed

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 first Tuesday of February next.
WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

A. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

1.

JOHN GASS.

Exam, February Term, 1866.

51

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, ~~Isaac Bar~~, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81 1/2 degrees east about 51 1/2 rods, thence south 7 degrees east, by said Dunklee's land, about 78 1/2 rods to a stake and stones, thence north 81 degrees east, about 16 1/2 rods, by Simcon Carter's land, to a stake and stones, thence north 3 3/4 degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalving, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See execution in favor of Isaac Abbott*

N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, ~~Isaac Bar~~, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1059 dollars and 27 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 8.79 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 153

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 8.79, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examined
Isaac Bar
By his Atty
George Foster
Nathan W. Lowe, Register

30

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Nathaniel White*
of Concord in said County
Gentleman,

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

39⁸¹
6⁷⁵
17

for the sum of
dollars,
at
dollars
as appears of record, whereof execution remains to be done :

Three hundred and ninety five
Eighty one
Six
Seventy five cents;
cents, and costs, taxed

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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

30

51

GEORGE & FOSTER.

No.

.

JOHN GASS.

Exam, February Term, 1866.

4.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, ~~Nathaniel White~~, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See execution in favor of Isaac Abbott*

N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, ~~Nathaniel White~~, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1059 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 778 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$12.85 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 63

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 12.85, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examined
Nathan W. Grove, Register.
Nathl. White
By his Atty
George & Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Abraham Bean of Concord*
in said County Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

356. 82	for the sum of	<i>Three hundred and fifty six</i>	
6. 75	dollars,	<i>Eighty two</i>	cents, and costs, taxed
" 17	at	<i>Six</i>	
	dollars	<i>Twenty five</i>	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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler.....CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

JOHN GASS.

Exam, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, ~~Abraham Bean~~, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¼ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See recitation in favor of Isaac Abbott*

N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of *1039* dollars and *27* cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of *173* dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of *194* dollars and *48* cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being *\$12.27* dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., *68*

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, *\$12.27*, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7, 1860
Examined
Nathan M. Gore Reg.
A. Bean
By attys
George & Foster

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Emery Piper of Concord*
in said County Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

52. 90
6. 75
" 17

for the sum of *Fifty two*
dollars, *ninety*
at *Six*
dollars *Seventy five* cents;
as appears of record, whereof execution remains to be done :

cents, and costs, taxed

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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler. CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

v.

JOHN GASS.

Exam, Secretary Exam, 1866.

52

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¼ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 103½ dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 77½ dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 7.70 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 50

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 7.70, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7, 1860. E. Piper
Examined By Atty
Nathan W. Grove, Register. George & Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Joseph Robinson of Concord*
in said County Esquire.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

<p>451. 50 6. 75 " 17</p>	<p>for the sum of <i>Four hundred and fifty one</i> dollars, <i>fifty</i> at <i>Six</i> dollars <i>Twenty five</i> cents; as appears of record, whereof execution remains to be done :</p>	<p>cents, and costs, taxed</p>
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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 first Tuesday of February next.
WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

JOHN GASS.

Exon, February Term, 1866.

22.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
H. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 773 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$13.69 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

H. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 67

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$13.69, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860 Joseph Robinson
Examined By his Atty
George T. Foster,
Nathan W. Gros. Registrar.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Samy Hall of Concord*
in said County *Yeoman*

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

89. 50
6. 75
" 17

for the sum of *Eighty nine.*
dollars, *five*
at *Six*
dollars *Twenty five* cents;
as appears of record, whereof execution remains to be done :

cents, and costs, taxed

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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. D. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

34

GEORGE & FOSTER.

No.

1.

JOHN GASS.

Exam, February Term, 1866.

3

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, ~~Isaac~~ Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81 1/2 degrees east about 51 1/2 rods, thence south 7 degrees east, by said Dunklee's land, about 78 1/2 rods to a stake and stones, thence north 81 degrees east, about 16 1/2 rods, by Simeon Carter's land, to a stake and stones, thence north 3 1/2 degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See execution in favor of Isaac Abbott*

N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, ~~Isaac~~ Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1009 dollars and 773 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 1944 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 8. 22 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 153

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 8. 22, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examined
George Hall
By his Attys
George + Foster.
Nathan W. Grove, Registrar

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Seth Eastman of Concord*
in said County Esquire.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

266. 98 for the sum of *Two hundred & sixty six*
6. 75 dollars, *twenty eight* cents, and costs, taxed
at *Six*
" 17 dollars *Twenty 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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler. CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

JOHN GASS.

Exon, February Term, 1866.

22.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, ~~Seth Eastman~~, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See execution in favor of Isaac Abbott*

N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, ~~Seth Eastman~~, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 105½ dollars and 27 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 77½ dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 19½ dollars and 23 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$10.92 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 160

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$10.92, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7, 1860

Seth Eastman

By atty George Foster.

Examined Nathan W. Green, Registrar

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35A

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

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Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simcon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

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On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of dollars and cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of dollars and cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

SHERIFF.

Fees,

Travel, Service, Poundage, &c.,

CONCORD, February , 1860.

Received of N. G. ORDWAY, Sheriff, \$, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *J. Steward McFarland*
of Concord in said County Trader.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

24. 00
6. 75
" 17

for the sum of *Twenty four*
dollars,
at *Six*
dollars *Seventy five* cents;
as appears of record, whereof execution remains to be done :

cents, and costs, taxed

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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

36

GEORGE & FOSTER.

No.

1.

JOHN GASS.

Exam, February Exam, 1866.

22.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

Execution in favor of Isaac Abbott
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 10.39 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 7.73 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 1.94 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 7.28 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., (5)

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 7.28, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7. 1860
Examined
J. S. McFarland
By his Attys
George & Foster.
Nathan W. Gove, Register,

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 SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

86. 68
6. 75
17
for the sum of *Eighty Six*
dollars, *Sixty eight*
at *Six*
dollars *Seventy five* cents;
as appears of record, whereof execution remains to be done :
cents, and costs, taxed

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 first Tuesday of February next.
WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

A. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

JOHN GASS.

Exam, February Term, 1866.

2

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.

N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1059 dollars and 773 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$8.11 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 53

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 8.11, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examined
Nathan W. Gross, Register.
Jacob A. Potter
By his Atty
George + Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *The Mechanics Bank a*
Corporation existing under the
Laws of this State and doing
business at Concord in said
County.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

1772. 55	for the sum of	<i>Seventeen</i>	<i>Hundred and</i>	<i>Seventy two</i>	
6. 75	dollars,	<i>Six</i>	<i>fifty five</i>		cents, and costs, taxed
" 17	at	<i>Seventy five</i>			cents;
	dollars				
	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 first Tuesday of February next.
WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler......CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

v.

JOHN GASS.

Exam, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81 1/2 degrees east about 51 1/2 rods, thence south 7 degrees east, by said Dunklee's land, about 78 1/2 rods to a stake and stones, thence north 81 degrees east, about 16 1/2 rods, by Simeon Carter's land, to a stake and stones, thence north 3 3/4 degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

The execution in favor of Isaac Abbott.
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 773 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 33.50 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., \$ 1.16.

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$33.50, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7. 1860
Examined
The Mechanics Bank
By their Attys
George & Foster.
Nathan W. Grove. Registrar

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas John L. Emmons Renties W. Scudder and James W. Danforth all of Bolton in the County of Suffolk and Commonwealth of Massachusetts Traders and copartners doing business under the firm of Emmons Scudder & Danforth.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, on the third Tuesday of August, Anno Domini 1859, recovered judgment against JOHN GASS, of Concord, in said County of Merrimack, gentleman,

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6. 75
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for the sum of Three hundred and thirty nine dollars, Sixty three cents, and costs, taxed at Sixty three dollars Sixty 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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler. CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & POSTER.

No.

JOHN GASS.

Exam, February Term, 1866.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, ~~Emmons, Scudder & Danforth~~, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*see execution in favor of Isaac Abbott*

N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, ~~Emmons, Scudder & Danforth~~, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 108 99 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 77 33 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 19 44 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 12. 70 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 163

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 12. 70, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7. 1860

Emmons Scudder & Danforth
By Atty's
George & Foster.

Examined
Nathan W. Gow, Register

Merrimack ss.—February 1st, A, D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of dollars and cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of dollars and cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

SHERIFF.

Fees,

Travel, Service, Poundage, &c.,

CONCORD, February , 1860.

Received of N. G. ORDWAY, Sheriff, \$, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *William R. Holt* of
Loudon in said County *Yeoman*.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

<i>22. 28</i>	for the sum of	<i>Twenty two</i>	
<i>6. 75</i>	dollars,	<i>Twenty eight</i>	cents, and costs, taxed
<i>" 17</i>	at	<i>Six</i>	
	dollars	<i>Seventy five</i>	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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler. CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

7.

JOHN GASS.

Exam, February Term, 1866.

1. The first part of the paper discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the success of any business or organization. The author provides a detailed overview of the various methods used to collect and analyze data, highlighting the strengths and weaknesses of each approach. The discussion is supported by numerous examples and case studies, which illustrate the practical application of these techniques in real-world scenarios.

2. The second part of the paper focuses on the challenges faced by researchers in this field. It identifies several key areas where further research is needed, including the development of more sophisticated statistical models and the integration of qualitative and quantitative data. The author also discusses the ethical considerations surrounding the use of personal data in research, emphasizing the need for transparency and informed consent. This section concludes with a call to action, urging the research community to work together to address these challenges and advance the field.

3. The third part of the paper presents a series of recommendations for improving the quality of research in this area. These recommendations are based on the findings of the previous sections and are designed to provide a practical guide for researchers. They cover a wide range of topics, from the selection of appropriate statistical methods to the design of experiments and the interpretation of results. The author also provides a checklist of key factors to consider when conducting research, which can be used as a reference tool for researchers at all levels.

4. The final part of the paper is a conclusion that summarizes the main findings of the study. It reiterates the importance of accurate record-keeping and the need for further research in this field. The author also expresses optimism about the future of the research community, noting the many advances that have been made in recent years and the potential for even greater achievements in the years ahead. The paper ends with a final statement of thanks to the research community and a note of appreciation for the support of the funding agencies.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being 9725 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 51

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 725, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received April 7, 1860
Examined
William K. Holt
By his Atty
George & Foster.
Nathan W. Cove, Register.

41

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Rufus Virgin of Concord*
in said County Yeoman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

141. 09
6. 75
" 17

for the sum of *One hundred forty one*
dollars, *nine* cents, and costs, taxed
at *Six*
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
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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

N. Butler. CLERK.

Judgment rendered November 14, A. D. 1859.

41

28

GEORGE & FOSTER.

No.

JOHN GASS.

Ex onl, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, ~~Rufus Virgin~~, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.

N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$11.03 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 161

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$11.03, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examined
Nathan M. Gove, Register.
Rufus Virgin
By Atty
George & Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Elijah Knight of Concord*
in said County Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

60.22	for the sum of	<i>Sixty</i>	
6.75	dollars,	<i>Twenty two</i>	cents, and costs, taxed
" 17	at	<i>Six</i>	
	dollars	<i>Seventy five</i>	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 first Tuesday of February next.
WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

A. Butler.....CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

JOHN GASS.

Exam, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalving, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

Execution in favor of Isaac Abbott
N. G. Ordway..... SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 23 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being 87.80 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway..... SHERIFF.

Fees,

Travel, Service, Poundage, &c., 15-

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 7.82, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Elijah Knight
By Atty, George & Iverson
Examined
Nathan W. Grove, Register

43

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas Isaac Abbot of Concord
in said County of Merrimack
Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, &
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

356. 26 for the sum of *Three hundred and fifty six*
343. 65 dollars, *Twenty six* cents, and costs, taxed
17 at *Three hundred and forty three*
dollars *sixty 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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

43

82

GEORGE & FOSTER.

No.

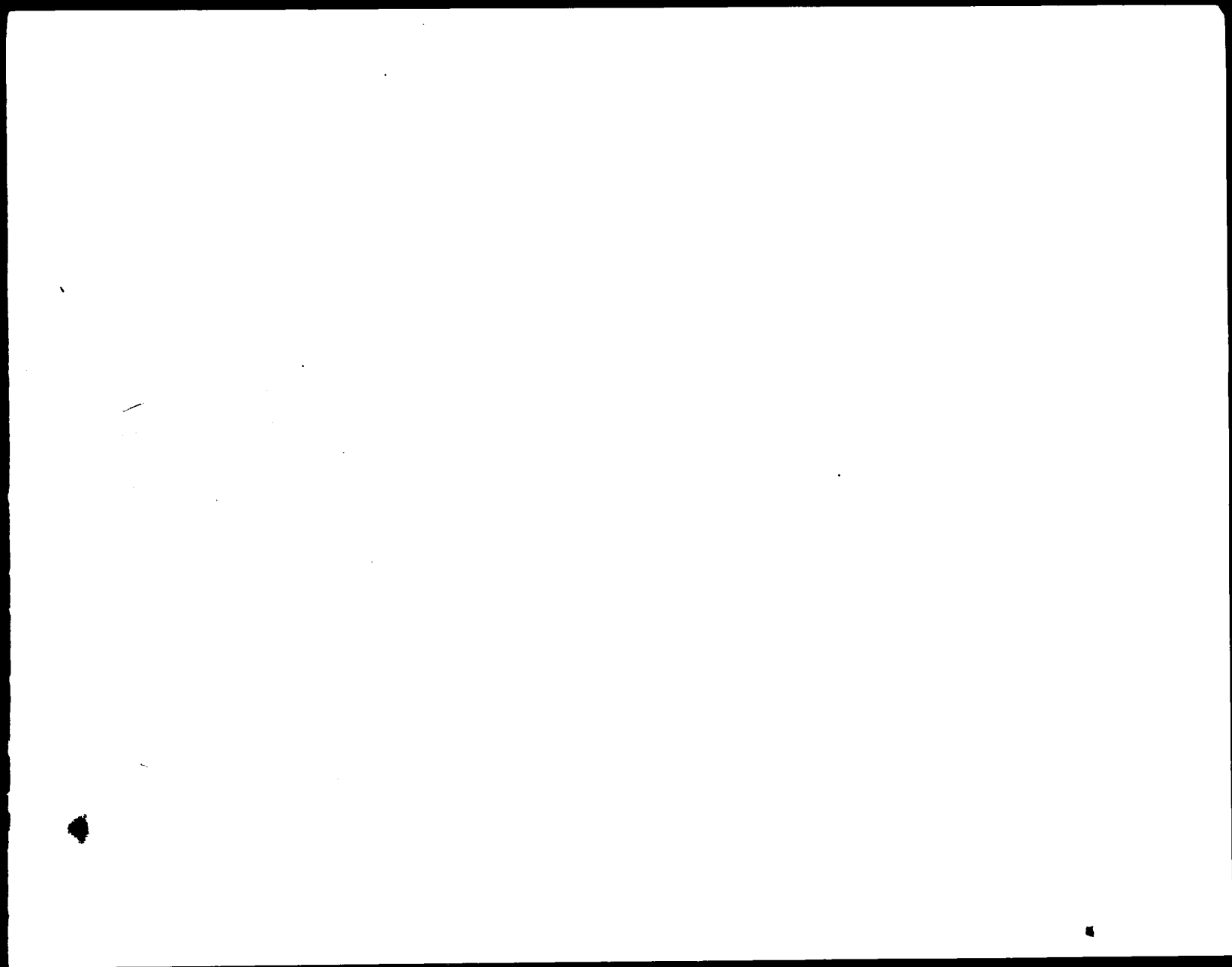
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JOHN GASS.

Exam, February Term, 1866.

Fees, Charges & Expenses of Sale.

Making notices of Sale	4. 00	
Pd for copies of Deeds & for searching the Records	14. 00	
Pd for publishing Notices in the N. H. Patriot to W ^m Butterfield	7. 50	
Pd for Printing Notices	2. 50	
Posting Notices & Notifying Creditors.	3. 00	
Attending & adj. Sale Jan'y 21 st	2. 00	
Pd. W ^m Butterfield for Printing adj ^{ts} and Publishing the same in his Paper	6. 00	
Posting Notices & adjournment &c.	1. 00	
Making demand on the Mortgagees for their claims &c.	5. 00	
Making 3 Deeds of Equity	5. 00	
Attending & selling property at Auction Jan'y 27 th & closing up the matter collecting &c.	5. 00	
Pd. Reg. of Deeds for recording 61 Executions & Returns at 50 cents each.	31. 50	74. 50



43A

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalving, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of \$780.65 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$349.16 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees, *Per J. B. Merrill or Ex. 14. 19*

Travel, Service, Poundage, &c., *500 61. Execution 35. 10*

Making returns on 61. Execution 50 cts each.
Id. Butterfield for Printing returns 7031.50
Concord, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$12.26, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas Monill B. Smith Eden Hill
E. P. Prescott and Charles Hill all of
Concord in said County Gentlemen.
Traders and partners in trade under the
firm of M. B. Smith and Company.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

14. 03 for the sum of *fourteen*
6. 75 dollars, *sixty three*
" 17 at *six*
dollars *twenty five* cents;
as appears of record, whereof execution remains to be done : cents, and costs, taxed

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 first Tuesday of February next.
WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

c.

JOHN GASS.

Edin, Edinburgh Exam, 1866.

1. The first part of the paper discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the success of any business and for the protection of the interests of all parties involved. The author argues that without accurate records, it is impossible to make informed decisions or to identify areas for improvement.

2. The second part of the paper focuses on the challenges of record-keeping in a rapidly changing business environment. It highlights the need for flexibility and adaptability in the way records are maintained. The author suggests that businesses should invest in technology to streamline their record-keeping processes and to ensure that their records are up-to-date and accurate.

3. The third part of the paper discusses the legal implications of record-keeping. It notes that businesses are often required by law to maintain certain types of records for a specific period of time. The author advises businesses to be aware of these requirements and to ensure that they are in compliance with all relevant laws and regulations.

4. The fourth part of the paper provides a detailed overview of the various methods used to maintain records. It compares different systems and discusses the pros and cons of each. The author concludes that the choice of method should be based on the specific needs of the business and on the resources available.

5. The fifth part of the paper discusses the importance of training and education in the context of record-keeping. It argues that all employees who are involved in the record-keeping process should receive appropriate training and education to ensure that they are able to perform their duties accurately and efficiently.

6. The sixth part of the paper discusses the importance of regular audits and reviews of the record-keeping system. It notes that regular audits can help to identify errors and to ensure that the system is working as intended. The author recommends that businesses should conduct audits at regular intervals and should take corrective action as needed.

7. The seventh part of the paper discusses the importance of maintaining the confidentiality and security of records. It notes that records often contain sensitive information and that it is essential to take steps to protect this information from unauthorized access. The author suggests that businesses should implement strong security measures and should ensure that all employees are aware of the importance of confidentiality.

8. The eighth part of the paper discusses the importance of maintaining the integrity of records. It notes that records should be kept in a way that ensures their accuracy and reliability. The author suggests that businesses should use reliable methods for recording transactions and should ensure that all records are properly indexed and filed.

9. The ninth part of the paper discusses the importance of maintaining the accessibility of records. It notes that records should be easy to find and use. The author suggests that businesses should use clear and consistent labeling systems and should ensure that all records are properly organized and stored.

10. The tenth part of the paper discusses the importance of maintaining the availability of records. It notes that records should be available when needed. The author suggests that businesses should use reliable methods for storing records and should ensure that all records are properly backed up and protected from loss.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Manassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yaliding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Manassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 113 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$7.14 dollars; and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 51

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 7.14, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examined
Nathan M. Gove. Register
M. B. Smith & Co.
By atty.
George & Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas George Downs of Canton
in the County of Norfolk and
Commonwealth of Massachusetts.
Gentleman,

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

148. 48 for the sum of One hundred and forty eight
7. 75 dollars, cents, and costs, taxed
at Seven dollars
" 17 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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. D. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

JOHN GASS.

Exam, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.
A. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1089 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 778 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being 810.14 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

A. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 58

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 10.14, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examined
George Downs
By his Attys
George & Foster,
Nathan W. Grove, Register,

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Ezra Emerson of Boeawon*
in said County, Gentleman

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

221. 32
6. 75
17.

for the sum of *Two hundred and twenty one*
dollars, *Thirty two* cents, and costs, taxed
at *Six*
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
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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

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GEORGE & FOSTER.

No.

JOHN GASS.

Esq, Salisbury Town, 1866.

Merrimack ss.—February 1st, A, D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, ~~Lysias Emerson~~, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, ~~Lysias Emerson~~, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 27 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$10.23 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 158

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 10.23, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7, 1860
Examined
Nathan W. Grove, Register.
L. Emerson
By his Atty
George Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas Woodbridge Odlin and William P. Hardy both of Concord in said County Traders and partners in trade under the firm and style of Odlin & Hardy;

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, on the third Tuesday of August, Anno Domini 1859, recovered judgment against JOHN GASS, of Concord, in said County of Merrimack, gentleman,

23. 40 for the sum of Twenty three
6. 75 dollars, forty cents, and costs, taxed
" 17 at Six
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 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 first Tuesday of February next.
WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

JOHN GASS.

Edin, February Term, 1866.

47

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
J. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 778 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being 87.27 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

J. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 50

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 7.27, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
By Odlin & Hardy
George & Foster.
Examined Nathan W. Grove. Register.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Abiel Holmes, Luther J. Dow*
and A. Fitzgerald all of Littleton in the
County of Grafton in said State Traders
and partners in trade under firm and
style of A. Holmes & Company.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

25. 79.
10. 75
. 17

for the sum of *Twenty five*
dollars, *Seventy nine*
at *Ten*
dollars *Seventy five* cents;
as appears of record, whereof execution remains to be done : cents, and costs, taxed

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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

JOHN GASS.

Exam, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 27 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$11.22 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

See execution in favor of Isaac Abbott
N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 60

CONCORD, February 1, 1860.

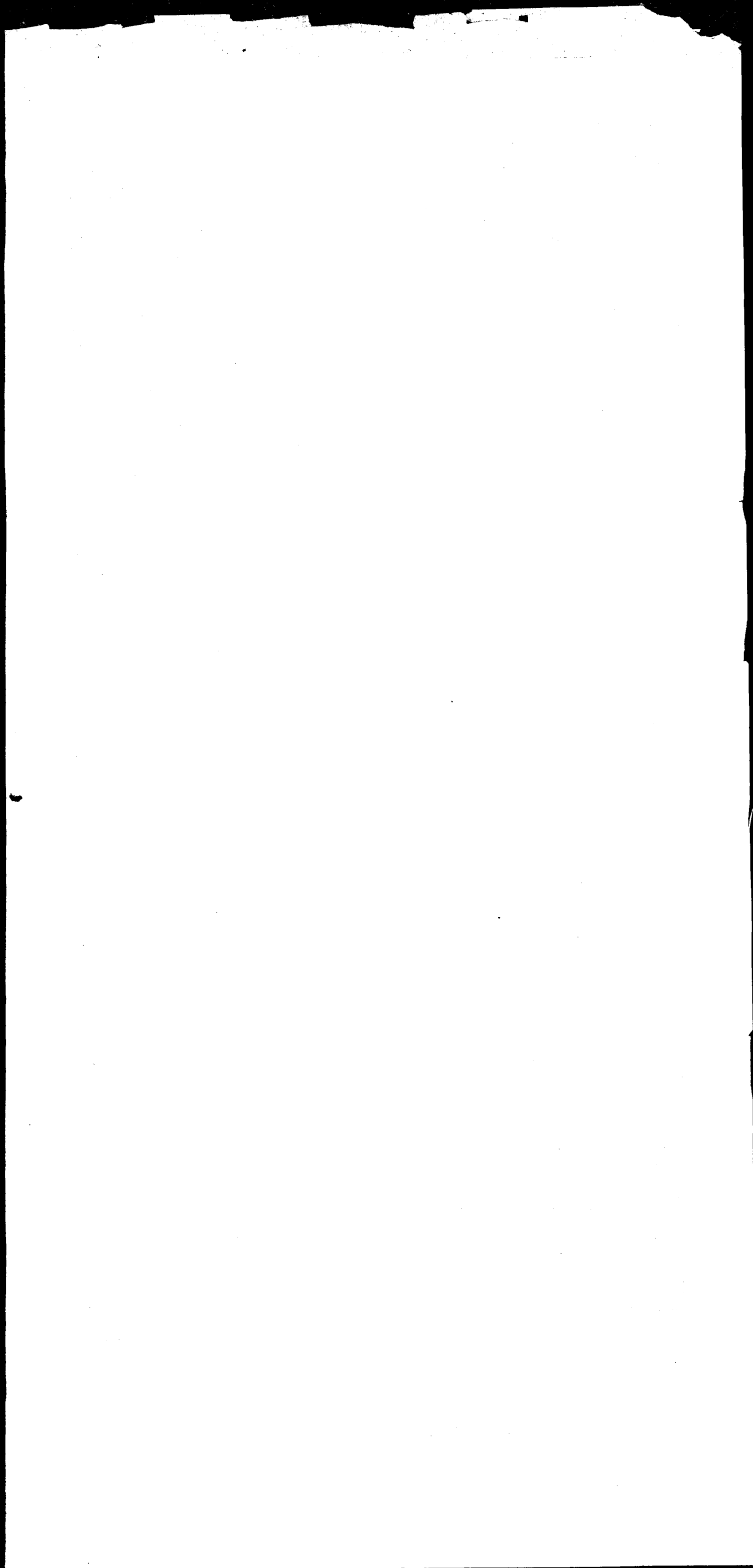
Received of N. G. ORDWAY, Sheriff, \$11.22, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860

A. Holmes & Co

By Atty. George Foster.

Examined
Nathan W. Grove, Register



49

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *John L. Emmons of Boston*
in the County of Suffolk and
Commonwealth of Massachusetts Gentleman

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

<i>216.46</i> <i>7.75</i> <i>" 17.</i>	for the sum of <i>Two Hundred and Sixteen</i> dollars, <i>forty six</i> at <i>Seven</i> dollars <i>Twenty five</i> cents; as appears of record, whereof execution remains to be done :	cents, and costs, taxed
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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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

49

GEORGE & FOSTER.

No.

c.

JOHN GASS.

Exam, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows :—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows :—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¼ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows :—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages :—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses :—

See execution in favor of Isaac Abbott

A. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 27 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 170 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$11.16 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

A. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 61

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 11.16, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7. 1860 John L. Emmons
By his Atty George Foster.
Examined Nathan W. Grove Register

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Reuben G. Wyman of Concord*
in said County Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

<p>87.38 6.75 17</p>	<p>for the sum of dollars, at dollars</p>	<p><i>Eighty Seven</i> <i>Thirty Eight</i> <i>Six</i> <i>Twenty Five</i></p>	<p>cents, and costs, taxed</p>
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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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

50

GEORGE & FOSTER.

No.

JOHN GASS.

Exam, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, ~~Reuben G. Wyman~~, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalving, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

"The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, ~~Reuben G. Wyman~~, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1089 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 278 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$8.23 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c.,

1 53

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 8.23, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7. 1860

R. G. Nyman
By Atty.

George Foster

Examined
Nathan W. Groves Register

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The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *John Brown and Thomas W. Young*, ^{both} of Concord in said County of Merrimack, gentlemen partners in trade under the firm style of *Brown & Young*.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

554.06 for the sum of *Five hundred and fifty four*
dollars, *Six* cents, and costs, taxed
6.75 at *Six*
17 dollars *Twenty 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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. D. Bell CLERK.

Judgment rendered November 14, A. D. 1859.

51

GEORGE & FOSTER.

No.

7.

JOHN GASS.

Esq, Federalway Tenn, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, ~~Brown & Young~~, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalving, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See execution in favor of Isaac Abbott*

N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, ~~Brown & Young~~, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 27 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of \$780, 65- dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$15, 23 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 70

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 15, 23, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860

Examined

Nathan M. Gove, Register

Brown & Young
By their Attys.

George Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Cleaver Jackson of Concord*
in said County Trader.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

174.82 for the sum of. *One hundred and seventy four*
dollars, *Eighty two* cents, and costs, taxed
6.75 at *Six*
" 17 dollars *Twenty 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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

JOHN GASS.

Exam, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, ~~Blazer Jackson~~, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See execution in favor of Isaac Abbott.*

N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, ~~Blazer Jackson~~, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 27 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 173 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$9.54 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., .57

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 9.54, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7. 1860. E. Jackson
Examined Nathan W. Gore, Register
By Atty George T. Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *William P. Ford and Theodore W. Ford both of Concord in said County Traders and partners in trade under the firm of W. P. & T. W. Ford*

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

20.31 for the sum of *Twenty*
6.75 dollars, *Thirty one*
at *Six*
17 dollars *Twenty five* cents;
as appears of record, whereof execution remains to be done : cents, and costs, taxed

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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

7.

JOHN GASS.

Edin, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simcon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yaliding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
St. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 27 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being 87.22 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 30

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 7.22, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Recorded & Examined
Nathan W. Gow, Register
W. P. & T. H. Ford
Bay Attys George & Foster

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas Charles Barker and Daniel C. Peaslee both of Concord in said County traders and partners in trade, under the firm and style of Barker and Peaslee,

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

64.43 for the sum of *Sixty four*
6.75 dollars, *forty three*
at *Six*
" 17 dollars *seventy five* cents;
as appears of record, whereof execution remains to be done :

cents, and costs, taxed

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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

6.

JOHN GASS.

6.
Gaston, February Term, 1866.

106

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Pease, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81 1/2 degrees east about 51 1/2 rods, thence south 7 degrees east, by said Dunklee's land, about 78 1/2 rods to a stake and stones, thence north 81 degrees east, about 16 1/2 rods, by Simeon Carter's land, to a stake and stones, thence north 3 1/4 degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Pease, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 7.88 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 30

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 7.88, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7 1860
Examined
Nathan W. Gow. Register
Barker & Pease
By atty.
George & Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Abra L Drew of Boscawon*
in said County Gentleman,

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

349 54 for the sum of *Three Hundred and forty nine*
dollars *Sixty four* cents, and costs, taxed
6.75 at *Six*
" 17 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
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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

55

GEORGE & FOSTER.

No.

v.

JOHN GASS.

Given, February Term, 1866.

23

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., ~~and~~ the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

No mention in favor of Isaac Abbott
St. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., ~~and~~ the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 173 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$12.17 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 63

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$12.17, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7 1860
Examined
By his Atty
George v Foster.
Nathan W. Grove, Register

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *The Merrimack County Bank* a corporation established by law and doing business at Concord in said County.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack, on the third Tuesday of August, Anno Domini 1859, recovered judgment against JOHN GASS, of Concord, in said County of Merrimack, gentleman,

for the sum of *Five Hundred* dollars, *Eighty seven* cents, and costs, taxed
at *Six* 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 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 first Tuesday of February next.
WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

JOHN GASS.

Exam, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott.
A. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 34 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and have applied the sum of 173 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being 814.43 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

A. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 169

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 14.43, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7 1860
Examined
Nathan W. Gove Register
Mer. Co. Bank
By his attys,
George & Foster.

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *The Union Bank a Corporation*
existing under the laws of this State
and doing business at Concord in
said County.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

517.12 for the sum of *Five hundred and seventeen*
dollars, *dollars* cents, and costs, taxed
6.75 at *Six*
17 dollars *Twenty 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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

A. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

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GEORGE & FOSTER.

No.

v.

JOHN GASS.

Exam, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 184 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$14.68 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 1.69

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$14.68, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860 } Union Bank
Examined } By Attyys
George & Foster.
Nathan W. Gore, Registrar.

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The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

*Whereas John Swane of Newford in
the County of Sullivan in said
State Gentleman.*

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

168.42 for the sum of *One hundred and sixty eight*
8.75 dollars, *forty two* cents, and costs, taxed
" 17 at *Eight*
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
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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler.....CLERK.

Judgment rendered November 14, A. D. 1859.

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GEORGE & FOSTER.

No.

JOHN GASS.

Ex on, February Term, 1866.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for transparency and accountability, particularly in financial matters. The text outlines various methods for organizing and storing data, suggesting that digital tools can be highly effective for this purpose.

2. The second section focuses on the role of communication in project management. It argues that clear and consistent communication is the key to ensuring that all team members are aligned with the project's goals and objectives. The author provides several practical tips for improving communication, such as holding regular meetings and using collaborative platforms.

3. The third part of the document addresses the challenges of time management. It acknowledges that time is a limited resource and that effective time management is crucial for meeting deadlines and avoiding stress. The text offers strategies for prioritizing tasks and delegating responsibilities to team members.

4. The fourth section discusses the importance of flexibility in the workplace. It notes that circumstances can change rapidly, and being able to adapt to these changes is a valuable skill. The author encourages a mindset of openness and willingness to embrace new ideas and approaches.

5. The fifth part of the document explores the concept of work-life balance. It recognizes that a healthy balance between professional and personal life is essential for long-term success and well-being. The text provides suggestions for setting boundaries and managing time effectively to achieve this balance.

6. The sixth section discusses the importance of continuous learning and development. It argues that staying up-to-date with the latest industry trends and acquiring new skills are necessary for career growth. The author recommends various resources for learning, such as online courses and workshops.

7. The seventh part of the document addresses the issue of team dynamics. It explains that a cohesive and motivated team is essential for achieving project goals. The text offers advice on how to build trust, foster collaboration, and resolve conflicts within a team.

8. The eighth section discusses the importance of documentation in business operations. It emphasizes that having a clear and organized system for documenting processes and procedures can greatly improve efficiency and reduce errors. The author suggests using templates and checklists to streamline documentation.

9. The ninth part of the document explores the concept of innovation and creativity. It argues that innovation is a key driver of business success and that encouraging a culture of creativity can lead to new and improved products and services. The text provides ideas for how to foster innovation within an organization.

10. The tenth and final section discusses the importance of networking and building relationships. It explains that a strong network can provide valuable support and resources for business growth. The author offers tips for how to effectively network and build meaningful relationships with others in the industry.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

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Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¼ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

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On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 11.44 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 61

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 11.44, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7 1860
Examined
John Towne
By Atty George & Peter.
Nathan W. Gow. Register

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Mary A. Cutting of Salem*
in the County of Essex and Com-
monwealth of Massachusetts (widow)

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

100. 70 for the sum of *One Hundred*
7. 75 dollars, *Twenty* cents, and costs, taxed
17 at *Seven*
dollars *Twenty 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 first Tuesday of February next.
WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

W. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

v.

JOHN GASS.

Exam, February Term, 1866.

1. The first part of the paper discusses the importance of the study of the history of the United States. It is argued that a knowledge of the past is essential for a full understanding of the present and for the development of a sound policy for the future. The author points out that the study of history is not only a means of satisfying a natural curiosity about the past, but also a means of developing a sense of responsibility for the future.

2. The second part of the paper discusses the importance of the study of the history of the United States. It is argued that a knowledge of the past is essential for a full understanding of the present and for the development of a sound policy for the future. The author points out that the study of history is not only a means of satisfying a natural curiosity about the past, but also a means of developing a sense of responsibility for the future.

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4. The fourth part of the paper discusses the importance of the study of the history of the United States. It is argued that a knowledge of the past is essential for a full understanding of the present and for the development of a sound policy for the future. The author points out that the study of history is not only a means of satisfying a natural curiosity about the past, but also a means of developing a sense of responsibility for the future.

5. The fifth part of the paper discusses the importance of the study of the history of the United States. It is argued that a knowledge of the past is essential for a full understanding of the present and for the development of a sound policy for the future. The author points out that the study of history is not only a means of satisfying a natural curiosity about the past, but also a means of developing a sense of responsibility for the future.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, ~~Mary A. Cutting~~, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
Sh. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, ~~Mary A. Cutting~~, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1639 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 170 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$9. 43 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

Sh. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 50

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 9. 43, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860 By attys.
Examined
Mary A. Cutting
George F. Foster.
Nathan W. Gore, Register

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas Charles French of Sutton
in said County of Merrimack
Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

334.25 for the sum of *Three hundred thirty four*
dollars, *Twenty five* cents, and costs, taxed
7.75 at *Seventy five*
dollars *Seventy five* cents;
" 17 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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

GEORGE & FOSTER.

No.

JOHN GASS.

Exam'd, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, ~~Charles French~~, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¼ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalving, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—*See execution in favor of Isaac Abbott*

St. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, ~~Charles French~~, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of *1029* dollars and *47* cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of *773* dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of *194* dollars and *40* cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being *\$12.93* dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

St. G. Ordway SHERIFF.

Fees,
Travel, Service, Poundage, &c., *165*

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$12.93, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7 1860 By Atty
Examined
Charles French
George T. Foster.
Nathan W. Gove, Register

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The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *John S. Russ of Concord*
in said County Yeoman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

for the sum of *Five hundred and twenty*
520.29 dollars, *Twenty nine* cents, and costs, taxed
6.75 at *Six*
17 dollars *Twenty 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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

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GEORGE & FOSTER.

No.

JOHN GASS.

Esq, Secretary Board, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, ~~John S. Russ~~, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¾ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalving, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See executions in favor of Isaac Abbott
A. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, ~~John S. Russ~~, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1039 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 243 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being 94.72 dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

A. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 68

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$147.22, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb. 7. 1860 By Atty J. S. Russ
Examined. Nathan W. Gove, Register

61

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Joseph B. Smart of Concord*
in said County Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

48.24 for the sum of *Forty eight*
6.75 dollars, *Twenty five*
at *Six*
17 dollars *Seventy five* cents;
as appears of record, whereof execution remains to be done :
cents, and costs, taxed

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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

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GEORGE & FOSTER.

No.

JOHN GASS.

Exon, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows :—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows :—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¼ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds — containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows :—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages :—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses :—

See execution in favor of Isaac Abbott.
S. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1859 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided *pro rata*, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$ 7.64 dollars; and the balance thereof I have applied in part satisfaction of the above named executions.

S. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 51

CONCORD, February 1, 1860.

Received of N. G. Ordway, Sheriff, \$ 7.64, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
By Atty J. B. Smart
George H. Foster
Examined & Nathan M. Cove. Register

62

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Charles Carroll Jewell of*
Franklin in said County of Merrimack
Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

42.40 for the sum of *Forty two*
8.75 dollars, *forty* cents, and costs, taxed
at *Eight*
17 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
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 first Tuesday of February next.

WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

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No.

..

JOHN GASS.

Ex on, February Term, 1866.

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, ~~Charles C. Jewett~~, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81½ degrees east about 51½ rods, thence south 7 degrees east, by said Dunklee's land, about 78½ rods to a stake and stones, thence north 81 degrees east, about 16½ rods, by Simeon Carter's land, to a stake and stones, thence north 3¼ degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalding, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See execution in favor of Isaac Abbott
J. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, Jonathan E. Lang, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, ~~Charles C. Jewett~~, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoit & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1089 dollars and 79 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 799 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 48 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$9.55, and the balance thereof I have applied in part satisfaction of the above named executions.

J. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 58

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$9.55, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
By Atty
George & Son

Examined Nathan M. Love, Register

The State of New-Hampshire.

MERRIMACK, SS.—To the Sheriff of any County, or his Deputy.

Whereas *Jonathan E. Lang of Concord*
in said County Gentleman.

by the consideration of our SUPREME JUDICIAL COURT, holden at Concord, in said County of Merrimack,
on the third Tuesday of August, Anno Domini 1859, recovered judgment against
JOHN GASS, of Concord, in said County of Merrimack, gentleman,

104.10 for the sum of *One hundred and four*
6.75 dollars, *Sixteen* cents, and costs, taxed
at *Six*
17 dollars *Twenty 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 first Tuesday of February next.
WITNESS, SAMUEL D. BELL, Esquire, the sixteenth day of November, Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

No.

r.

JOHN GASS.

Esq, Plymouth Term, 1866.

64

Merrimack ss.—February 1st, A. D. 1860.

I have taken all the right in equity which the within named debtor had on the twenty-eighth day of June, A. D. 1859, when the said premises were attached on the original writs in this and the following suits of—

Isaac Abbot, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, ~~Jonathan B. Lang~~, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter,

Against said debtor, to redeem the following tracts of land, situated in the city of Concord, in said county, and bounded as follows:—

Easterly on Main street, southerly on Park street, thence running westerly and southerly on land of the Mechanics' Bank and David Davis, thence running northerly on the passage-way between said John Gass and Dr. C. P. Gage to B. F. Dunklee's land, thence easterly on said Dunklee's land to a thirty feet pass way, thence southerly on said pass way to Stephen C. Badger's line, thence on said Badger's line to Main street, meaning to describe the American House and out-buildings, with all the land and privileges belonging to the same, and formerly occupied by said John Gass.

Also, another tract of land, with the buildings thereon, on the southerly side of the Bog Road, so called, and bounded as follows:—Beginning at a stake and stones on the south side of the Bog Road, thence running south 9 degrees east by Amos Paul's land, about 57 rods, to land of Jacob C. Dunklee, thence north 81 1/2 degrees east about 51 1/2 rods, thence south 7 degrees east, by said Dunklee's land, about 78 1/2 rods to a stake and stones, thence north 81 degrees east, about 16 1/2 rods, by Simeon Carter's land, to a stake and stones, thence north 3 3/4 degrees west, about 37 rods, to a stake and stones, thence north 10 degrees west, about 119 rods and 15 links, to the aforesaid Bog road, thence south 65 degrees west by said road to the first mentioned bounds—containing thirty-seven and a half acres, be the same more or less.

Also, another tract of land bounded as follows:—Northerly by the Bog Road, so called, westerly by land now or formerly of J. S. Noyes, southerly by land of said Noyes and Jesse Reed, easterly by said Reed's and said Noyes' land, containing twelve acres, more or less, and being the same land conveyed to said John Gass by John Whipple by deed recorded in Merrimack Records, Lib. 101, Fol. 3.

Also, another certain tract of land situate on Cross street, bounded northerly by said Cross street, southerly by land formerly of S. Fletcher, easterly by land formerly owned by one Yalving, westerly by State street, containing 32 square rods, together with the buildings thereon.

The same being subject to the following mortgages:—

On the first above described piece of land, being the Hotel property, one mortgage to John L. Emmons for fifteen hundred dollars, and interest for about one year and four months, one other mortgage to Stuart J. Park for four thousand dollars, and interest for one year and eight months, one other mortgage to Samuel Butterfield, dated March 7th, A. D. 1854, for fifteen hundred dollars, and interest from six months after the date thereof, and one other mortgage to said Stuart J. Park for twenty-one hundred dollars, and interest for one year and eight months.

On the second above described piece of land—being the Bog Road Farm, so called—one mortgage to Abraham Bean, dated August 22d, 1853, for three thousand dollars, and interest for one year and five months.

On the third above described piece of land, being the Twelve Acre piece, so called, adjoining the said farm, one mortgage to John Whipple, amounting in debt and interest to about six hundred and fifty dollars; also, on both the said farm and twelve acre piece, one mortgage to John S. Russ, for one thousand dollars, and interest on the same for one year and three months.

On the fourth above described piece of land, known as the Cross Street property, one mortgage to Benjamin Brown, to secure three hundred dollars and interest; another mortgage to Paul Wentworth for two hundred and seventy-five dollars and interest; another mortgage to Joshua Gordon for five hundred dollars and interest; and two other mortgages made from Lyman N. Dow to John Gass for about four hundred and fifty dollars and interest; all of said mortgages being supposed to be now owned by John S. Russ.

And on the 13th day of December, 1859, I posted up at the Phenix Hotel, kept by Corning & Dumas, and at the Eagle Hotel, kept by Ezekiel Sawyer, being two of the most public places in the city of Concord, in which said property is situated, notices that the said rights in equity would be sold at public Auction at the American House, in Concord, in said county, on the twenty-first day of January, A. D. 1860, at ten o'clock in the forenoon. And the said debtor not now residing within twenty miles of said property, nor within said county of Merrimack, I caused a like notice to be published in the New Hampshire Patriot and State Gazette, a newspaper printed in Concord, in said county, three weeks successively, previous to said day of sale, to wit: on the 28th day of December, 1859, January 4th, 1860, and January 11th, 1860. And on said twenty-first day of January, at the time and place appointed as aforesaid, I adjourned said sale to Friday, the twenty-seventh day of January, 1860, at ten o'clock in the forenoon, at the place above named, and then gave the same notice of said adjournment that I gave of the sale aforesaid, by posting up notices of said adjournment at said Phenix and at said Eagle Hotels, and by publishing a like notice in said New Hampshire Patriot and State Gazette on the 25th day of January, 1860. And on the said twenty-seventh day of January, at the time and place appointed as aforesaid, I sold the said debtor's right in equity to redeem the second and third above described pieces of land, with the buildings thereon, being the said Bog Road Farm and Twelve Acre piece, to William E. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the fourth and last above described piece of land, with the building thereon, being the said Cross Street property, to Nathan S. Chandler, he being the highest bidder therefor, for the sum of five dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law; and, at the same time and place, I sold the said debtor's right in equity to redeem the first above described piece of land, with the buildings thereon, known as the American House, to James S. Appleton, he being the highest bidder therefor, for the sum of fifty dollars, and made and delivered to him a deed of said right in equity, in the form prescribed by law, saving and reserving any rights which the said debtor or his wife have acquired by virtue of an act entitled "An act to exempt the homestead of families from attachment and levy or sale on execution"—the whole amount of the proceeds of said sale being sixty dollars, and have applied said sum in payment of the following expenses:—

See Execution in favor of Isaac
N. G. Ordway SHERIFF.

MERRIMACK SS.—February 1st, A. D. 1860.

The personal property attached upon the original writ in this and the following suits of Isaac Abbott, John L. Emmons, Charles French, Rufus Virgin, Mary A. Cutting, Brown & Young, John Towne, John S. Russ, Joseph Robinson, Bradbury Gill, Perkins Gale, J. B. Merrill, Nathaniel White, Seth Eastman, Henry S. Shattuck, Mead, Brother & Co., Asa L. Drew, the Mechanics' Bank, the Union Bank, the State Capital Bank, the Merrimack County Bank, the Citizens' Bank, Ivory Hall, Abraham Bean, George W. Hoyt, Seth E. Pecker, ~~Jonathan B. Lang~~, Susan Gass, Josiah Carpenter, George Downs, Elijah Knight, J. S. Gilman, Lysias Emerson, Abbott A. Blanchard, Ira A. Eastman, Charles C. Jewell, Samuel L. F. Simpson, Emery Piper, Joseph Clough, Lewis Downing & Sons, Ira Barr, John M. Hill, George Clough, Eleazer Jackson, Joseph B. Walker, Joseph B. Smart, Thompson & Wyatt, Barker & Peaslee, Sibley, Hoyt & Connor, Enoch Jackman, A. Holmes & Co., Charles R. Gassett, Emmons, Scudder & Danforth, W. P. & T. H. Ford, Wm. K. Holt, Odlin & Hardy, Lewis Barter, Menassah B. Smith, Reuben G. Wyman, Isaac Hale, J. Stewart McFarland and Jacob A. Potter against said debtor, having been sold by consent of parties, as by the return upon a writ in favor of Isaac Abbott, will appear, for the sum of 1839 dollars and 21 cents, from which sum I have deducted my fees and charges of keeping and selling the same, and I have applied the sum of 773 dollars in full satisfaction of the taxable costs on the whole of the above named executions, and have applied the further sum of 194 dollars and 43 cents, in part satisfaction of the whole of the above named executions, the above last mentioned sum having been divided pro rata, in proportion to the debt or damage recovered on each of the above named executions, agreeably to the condition of the attachments on the original writs in said suits, the proportion of the above sum which I have applied on this execution being \$8.48, dollars, and the balance thereof I have applied in part satisfaction of the above named executions.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 53

CONCORD, February 1, 1860.

Received of N. G. ORDWAY, Sheriff, \$ 8.48, the same being the full amount (after deducting the fees, charges and expenses) in said Ordway's hands, to be applied upon this execution of the proceeds of property sold by him as the property of John Gass.

Received Feb 7. 1860
Examined
J. E. Lang
By atty.
George & Foster
Nathan M. Gow Registrar.

COUNTY OF
MERRIMACK, NH

MERRIMACK
RECORDS

3 1/2
EXECUTIONS

END