COUNTY OF MERRIMACK, NH

MERRIMACK RECORDS

3 ½ EXECUTIONS

START

Isaac Abbott #403

Execution
3½

Nisi 4

The State of New-Hampshire.

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

Whereas J. S. Gilman of Gilford in our County of Belknap 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

81.90 for the sum of Eighty one
8.75 dollars Ninety 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 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~~ Samuel C. Bell, Esquire, the Eleventh day of November Anno Domini 1859.

A. Butler, CLERK.

Judgment rendered November 14th A. D. 1859.

4

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No. .....

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..... Ex'on. ..... 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 Mechanicks' 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 :—Levy 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 Mechanicks' 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 $ 10,15 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, $ 10,15, 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
By Atty George T. Foster
Examined
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 Asa A. Blanchard 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

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

N. Butler CLERK.

Judgment rendered November 14. A. D. 1859.

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No. .....

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.....Ex'on. .....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 Mechanicks' 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 Mechanicks' 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 $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., 1.38

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 7 1860 A. A. Blanchard By his Attys George & Foster.

Examined Nathan W. Green. Register.

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 1859, 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 Sixty two cents, and costs, taxed
,17 at Seven Eight dollars 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~~, 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. .....

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.....Ex'on. .....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 Mechanicks' 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 Mechanicks' 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 178 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.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 168

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. Gove, Register.

7

The State of New-Hampshire.

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

Whereas

Jno H. Eastman of Manchester in our 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 Gass of Concord, in said County of Merrimack, Gentleman.

80.38 for the sum of Eighty
7.75 dollars Sixty eight cents, and costs, taxed
.17 at Seven
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,~~ Samuel D. Bell Esquire, the Sixteenth day of November Anno Domini 18 59.

S. Butler CLERK.

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

7

8

No. .....

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.....Ex'on. .....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 Mechanicks' 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 Mechanicks' 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, Reuden 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 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 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 $9.12 ~~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., 1.55

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 Ira A. Eastman
By his Attys
George F. Foster.

Examined
Nathan W. Grow, Register.

8

The State of New-Hampshire.

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

Whereas George Clough of Concord in said County of 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,

206,66 for the sum of Two hundred and six
6,75 dollars Sixty six 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, ~~IRA PERLEY~~ Samuel D. Bell, Esquire, the sixteenth day of November Anno Domini 1859.

S. Butler, CLERK.

Judgment rendered November 14, A. D. 1859.

8

10

No. .....

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.....Ex'on.....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 Mechanicks' 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* 1*st*, *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 Mechanicks' 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, 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., 158

CONCORD, *February* 1, 1860.

Received of N. G. ORDWAY, Sheriff, $ 10, 01, 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
Exam'd, Byphis Allen
George T. Foster.
Nathan W. Grow, Register

9

The State of New-Hampshire.

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

Whereas

Charles R. Gassett of Boston in the County of Suffolk and Commonwealth of Massachusetts, 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,

298. 48 for the sum of Two hundred and ninety eight
7. 75 dollars Forty eight cents, and costs, taxed
" 17 at Seven
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~~ Samuel D. Bell, Esquire, the Sixteenth day of November Anno Domini 1859.

N. Butler CLERK.

Judgment rendered November 14 A. D. 1859.

9

12

No. .....

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.....Ex'on. .....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 Mechanicks' 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 Mechanicks' 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 $12.30 ~~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, $ 12.30, 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 C. R. Gassett
By Attys.
Examined Burger 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

Joseph B. Walker Coner 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

247.52 for the sum of Two hundred and forty seven dollars fifty three cents, and costs, taxed
9.05 at nine dollars 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, ~~IRA PERLEY~~ Samuel D. Bell, Esquire, the Sixteenth day of November, Anno Domini 18 .

St. Butler CLERK.

Judgment rendered November 14 A. D. 1859.

10

14

No. .....

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..... Ex'on. ..... 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 Mechanicks' 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:—Do 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 Mechanicks' 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. 63 ~~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., 60

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 Joseph B. Walker
By Attys George T. Foster.

Examined
Nathan W. Grow. Register

11

The State of New-Hampshire.

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

Whereas

George W. Hoyt 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.

373.90 for the sum of Three hundred and seventy three
6.75 dollars ninety 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, ~~IRA PERLEY~~ Samuel D. Bell, Esquire, the Sixteenth day of November Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14. A. D. 1859.

16

No. .....

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..... Ex'on. ..... 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 Mechanicks' 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 return 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 Mechanicks' 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 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 775 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.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 1.63

CONCORD, *February 1*, 1860.

Received of N. G. ORDWAY, Sheriff, $ 12.50, 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 Feby 7. 1860 George W. Hoyt By attys. George & Foster.

Examined Nathan W. Grove 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 Sanbornton 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 dollars
7.75 at Twenty Seven dollars Seventy five cents; cents, and costs, taxed 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~~ Samuel D. Bell, Esquire, the Sixteenth day of November Anno Domini 1859.

N. Butler CLERK.

Judgment rendered November 14. A. D. 1859.

12

18

No. .....

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.....Ex'on. .....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 Mechanicks' 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 Mechanicks' 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, Reuden 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 $ 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., 1.58

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.

Citizens' Bank
By their Attys.
George F. Foster.

Received Feb 7. 1860
Examined
Nathan W. Gove. Register

The State of New-Hampshire.

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

Whereas Joseph Clough 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.

78.45 for the sum of Seventy eight
6.75 dollars forty 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, ~~IRA PERLEY~~ Samuel D. Bell, Esquire, the Sixteenth day of November Anno Domini 1859.

S. Butler, CLERK.

Judgment rendered November 14. A. D. 1859.

13

20

No. .....

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.....Ex'on.....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 Mechanicks' 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 Mechanicks' 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, Reuden 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 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. 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
By his Atty.
George Foster.

Examined
Nathan W. Grow, Register.

14

The State of New-Hampshire.

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

Whereas Charles E. Mead & Jackson Mead and N. G. Macon 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 third Tuesday of August Anno Domini 1859, recovered judgment against

John Gass of Concord in said County of Merrimack Gentleman,

164.41 for the sum of One hundred and sixty four
6.75 dollars forty one cents, and costs, taxed
.17 at
dollars Six 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 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, ~~IRA PERLEY~~ Samuel D. Bell, Esquire, the Sixteenth day of November Anno Domini 1859.

A. Butler CLERK.

Judgment rendered November 14. A. D. 1859.

14

22

No. .....

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.....Ex'on.....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 Mechanicks' 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 Mechanicks' 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 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 $9.38 ~~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
By atty
George F. Foster.

Examined
Nathan W. Grow. Register

The State of New-Hampshire.

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

Whereas Lewis Downing, Lewis Downing Jr. Alonzo 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 1859, recovered judgment against

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

25" 95 for the sum of Twenty five
6" 75 dollars ninety 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 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, ~~IRA PERLEY~~ Samuel D. Bell, Esquire, the Sixteenth day of November, Anno Domini 1859.

St. Butler CLERK.

Judgment rendered November 14" A. D. 1859.

15

24

No. .....

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..... Ex' on. ..... 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 Mechanicks' 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.

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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 Mechanicks' 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 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 $ 7.30 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, $ 7.30, 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 L. Downing & Sons
By attys George Foster.
Examined
Nathan W. Grover Register

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 Gentleman.

106.00 for the sum of One Hundred and Six
6.75 dollars ~~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, IRA PERLEY, Esquire, the Sixteenth day of November, Anno Domini 1859.

S. Butler, CLERK.

Judgment rendered November 14th A. D. 1859.

16

No. .....

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.....Ex'on'.....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—

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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 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* 1*st*, *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 Mechanicks' 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. 51 ~~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, $ 8,51, 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 S. G. F. Simpson
By his Attys,
George & Foster.
Examined
Nathan W. Lane, Register.

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 Gass, 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.

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

St. Butler CLERK.

Judgment rendered November 14 A. D. 1859.

17

28

No. .....

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.....Ex'on.....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 Mechanicks' 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 executions in favor of Isaac Abbott,

N. G. Ordway SHERIFF.

MERRIMACK SS.—*February* 1*st*, *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 Mechanicks' 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 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, 58 ~~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, $ 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 Josiah Carpenter
By his Attys
George F. Foster.

Examined
Nathan W. Lane. Register

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 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.

321.86 for the sum of Three hundred and twenty one
6.75 dollars Eighty six 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, ~~IRA PERLEY~~ Samuel D. Bell, Esquire, the Sixteenth day of November Anno Domini 1859.

A. Butler, CLERK.

Judgment rendered November 14 A. D. 1859.

18

No. .....

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..... Ex'on. ..... 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 Mechanicks' 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 Abbot*

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 Mechanicks' 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, Reuden 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 *$11.75* ~~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, $ *11.75*, 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 Henry S. Shattuck
Esq. *By Atty.*
George T. Foster
Nathan W. Crane, Register.

19

The State of New-Hampshire.

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

Whereas Enoch Jackman 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 Ninety 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, ~~IRA PERLEY~~ Samuel D. Bell, Esquire, the Sixteenth day of November Anno Domini 18 59.

A. Butler, CLERK.

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

19

32

No. .....

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.....Ex'on.....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 Mechanicks' 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 Mechanicks' 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, Reuden 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 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 ~~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., 1.57

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 E. Jackman
By Atty. George T. Foster.
Examined
Nathan W. Grow. Register.

The State of New-Hampshire.

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

Whereas Lewis Baxter 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 ninety seven 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, ~~IRA PERLEY~~ Samuel D. Bell, Esquire, the sixteenth day of November Anno Domini 1859.

S. Butler CLERK.

Judgment rendered November 14. A. D. 1859.

20

No. .....

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.....Ex'on'. .....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 Mechanicks' 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 Mechanicks' 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 *$8. 89* ~~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, 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 *Lewis Barter*
By his Attys.
George F. Foster.
Examined
Nathan W. Grow. Register.

21

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 1859, recovered judgment against

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

1007.67 for the sum of One thousand and seven
6.75 dollars Sixty seven 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, ~~IRA PERLEY~~ Samuel D. Bell, Esquire, the Sixteenth day of November Anno Domini 1859.

N. Butler CLERK.

Judgment rendered November 14th A. D. 1859.

21

No. .....

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.....Ex'on'.....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 Mechanicks' 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 Mechanicks' 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 $ 22, 08 ~~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., 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
Exp.
By Cotty, George F. Foster.
Nathan W. Grover, 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 18 59, recovered judgment against

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

A. Butler, CLERK.

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

22

No. .....

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.....Ex'on'.....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 Mechanicks' 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 Mechanicks' 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, Reuden 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 $7.72 ~~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., 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 Hale,
By Attys
George Foster.

Examined
Nathan W. Grow. Register.

The State of New-Hampshire.

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

Whereas Perkins Gale 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 Gass of Concord, in said County of Merrimack Gentleman.

111.88 for the sum of One hundred and eleven
6.75 dollars eighty three 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, ~~IRA PERLEY~~ Samuel D. Bell, Esquire, the sixteenth day of November Anno Domini 18 59.

A. Butler, CLERK.

Judgment rendered November 14 A. D. 18 59.

23

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No. .....

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.....Ex'on. .....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 Mechanicks' 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 Mechanicks' 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, Reuden 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 $8, 59 ~~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., 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 Feby 7. 1860 Perkins Gale
By Atty.
Exp. George F. Foster.
Nathan W. Grow, Register.

24

The State of New-Hampshire.

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

Whereas Seth E. Pentier 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
7.75 dollars Sixty seven cents, and costs, taxed
.17 at Seven
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,~~ Samuel D. Bell Esquire, the Eleventh day of November Anno Domini 18 59.

N. Butler, CLERK.

Judgment rendered November 14 A. D. 1859.

24

No. .....

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.....Ex'on.....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 Mechanicks' 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 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 Mechanicks' 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, Reuden 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 7.13 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.

N. G. Ordway SHERIFF.

Fees,

Travel, Service, Poundage, &c., 1.53

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 Seth E. Parker
Examined By his Atty.
Nathan W. Grow, Register George V. Foster.

25

The State of New-Hampshire.

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

Whereas Susan Gass of Concord in said County 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,

145.97
6.75
.17

for the sum of One hundred and forty five dollars, ninety 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. G. Butler ..... CLERK.

Judgment rendered November 14, A. D. 1859.

25

44

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 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 29.11 ~~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.
By her Atty George Foster.
Examined
Nathan W. Gove, 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
6.75
.17

for the sum of Fifty nine dollars, fifteen 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.

26

46

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Abbot

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 Mechanicks' 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 775 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, By Attys. George F. Foster

Examined

Nathan W. Gove, Register.

27

The State of New-Hampshire.

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

Whereas Bradbury Hill 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 Ninety eight dollars, fifteen 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.

27

46

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 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 $ 8.39 ~~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 Bradbury Gill
By his Attys
George T. Foster.

Examined
Nathan W. Crane, Register

28

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
.. 17 dollars Six 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.

A. N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

28

50

GEORGE & FOSTER.

No. .....

.....

v.

JOHN GASS.

Ex'on, February Term, 1860.

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 Mechanicks' 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 Mechanicks' 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 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. 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., 1 53

CONCORD, *February* / , 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 Feby 7. 1860 John M. Hill
By his Attys
George & Foster.
Recorded & Exp'd.
Nathan W. Jones Register

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The State of New-Hampshire.

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

Whereas Ira 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
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for the sum of Fifty eight dollars, Thirty seven cents, and costs, taxed at Seventy five 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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52

GEORGE & FOSTER.

No. .....

.....

v.

JOHN GASS.

Ex'on, February Term, 1866.

Merrimack ss.—February 1*st, 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 Mechanicks' 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* 1*st, 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 Mechanicks' 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 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., 1.53

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.

Ira Barr, By his Attys George & Foster.

Received Feb 7. 1860

Examined

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 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,

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for the sum of Three hundred and ninety five dollars, Eighty one 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.

30

51

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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, Reuden 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 $ 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., 1.63

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 Nathl White
By his Attys
George & Foster.

Examined
Nathan W. Grove. Register.

31

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,

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for the sum of Three hundred and fifty six dollars, Eighty 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.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

31

56

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 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 $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., 1 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 A. Bean
By attys
George F. Foster

Examined
Nathan W. Grow Reg.

32

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 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.

32

58

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $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., 150

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 By Attys George & Foster.

Examined Nathan W. Grover Register.

33

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,

451.50 for the sum of Four hundred and fifty one dollars, cents, and costs, taxed
6.75 at Six fifty 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. Butler, CLERK.

Judgment rendered November 14, A. D. 1859.

33

60

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $13.69 ~~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., 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
By his Attys
George T. Foster,

Examined
Nathan W. Grow, Register.

34

The State of New-Hampshire.

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

Whereas Pony 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, fifty six cents, and costs, taxed at 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.

34

12

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 land 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 Mechanicks' 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, Reuden 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 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. 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 Tony Hall By his Attys George & Foster.

Examined Nathan W. Grover Register

35

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
6. 75
.17

for the sum of Two hundred & sixty six dollars, ninety eight 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.

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GEORGE & FOSTER.

No. .....

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v.

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 Mechanicks' 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:—

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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 Mechanicks' 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, Reuden 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 $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 Attys George T. Foster.

Examined Nathan W. Gove, Register

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.....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 Mechanicks' 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, Reuden 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.

36

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, ~~cents~~, and costs, taxed at Six Seventy five dollars 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.

36

67

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Abbot

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 Mechanicks' 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 775 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 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 1

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 J. S. McFarland By his Attys George & Foster.

Examined Nathan W. Grows, Register,

37

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
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for the sum of Eighty six dollars, Sixty eight 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.

37

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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. 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 Jacob A. Potter By his Attys George + Foster.

Examined Nathan W. Grow. Register.

38

The State of New-Hampshire.

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

Whereas The Mechanicks 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,

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for the sum of Seventeen hundred and seventy two dollars, fifty five 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.

38

71

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $ 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.

The Mechanicks Bank
By their Attys
George & Foster.

Received Feb. 7. 1860
Examined
Nathan W. Gove. Register

The State of New-Hampshire.

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

Whereas John L. Emmons Prentiss W. Scudder and James H. Danforth all of Boston 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,

339. 63
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for the sum of Three hundred and thirty nine dollars, Sixty three cents, and costs, taxed at dollars Six 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.

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73

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $ 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., 1.63

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 Attys George & Foster.

Examined Nathan W. Grow, Register

39A

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 Mechanicks' 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 Mechanicks' 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, Reuden 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 K. 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,

22„ 28
6„ 75
„ 17

for the sum of Twenty two dollars, Seventy eight 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.

40

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $ 7.25 ~~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, $ 7.25, 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 William K. Holt
By his Attys
George & Foster.

Examined Nathan W. Grow. 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 dollars Six 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

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $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 Rufus Virgin By Attys George F. Foster.

Examined Nathan W. Gove, Register.

42

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
6.75
.17

for the sum of Sixty dollars, Twenty 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.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

42

80

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $ 7.80, ~~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., 1 51

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 & Foster.

Examined Nathan W. Grow, Register.

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,

336.26 for the sum of Three hundred and fifty six
343.65 dollars, Sixty 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.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

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GEORGE & FOSTER.

No. .....

.....

v.

JOHN GASS.

Ex'on, February Term, 1866.

Fees, Charges & Expenses of Sale.

Making notices of Sale	4.	00	
Pd for copies of Deeds & for Searching the Records	4.	00	
Pd for publishing Notices in the N. H. Patriot to Wm Butterfield	7.	50	
Pd for Printing Notices	2.	50	
Posting Notices & Notifying creditors.	3.	00	
Attending & adj. Sale Jany 21st	2.	00	
Pd. Wm Butterfield for Printing adjm 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	3.	00	
Attending & selling property at Auction Jany 27. & 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

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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 Mechanicks' 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:—

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 Mechanicks' 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 $780.63 ~~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, Pd J. B. Merrill on Ex. 14.19

Travel, Service, Poundage, &c., on 61 Executions 33.10

Making returns on 61 Executions 50 cts each

Pd Mr Butterfield for Printing returns 31.50

CONCORD, February 4, 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.

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The State of New-Hampshire.

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

Whereas Morrill B. Smith Edson 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,

14.63
6.75
.17

for the sum of Fourteen dollars, Sixty Three 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.

44

GEORGE & FOSTER.

No. .....

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v.

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 Mechanicks' 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 Mechanicks' 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 43 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 M. B. Smith & Co
By Attys
George F. Foster.

Examined
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 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 dollars, cents, and costs, taxed
7.75 at forty eight
.17 dollars Seven 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.

45

87

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 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 10. 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., 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 George Downs By his Attys George & Foster,

Examined Nathan W. Gove, Register,

The State of New-Hampshire.

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

Whereas Lysias Emerson of Boscawen 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,

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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.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

46

89

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $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., 1.58

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 L. Emerson
Ryhis Attys
George & Foster.

Examined
Nathan W. Grover, Register.

47

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
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for the sum of Twenty three dollars, forty at six dollars seventy five cents; cents, and costs, taxed 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.

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GEORGE & FOSTER.

No. .....

.....

v.

JOHN GASS.

Ex'on, February Term, 1866.

47

92

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 Mechanicks' 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 Mechanicks' 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, Reuden 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 775 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 $7.27 ~~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., .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.

Odlin & Hardy
By Pettigrew
George & Foster.

Received Feb 7. 1860

Examined Nathan W. Grove. Register.

48

The State of New-Hampshire.

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

Whereas Ariel Holmes, Lusher T. 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.
18.75
.17

for the sum of Twenty five dollars, Seventy nine cents, and costs, taxed at Ten Seventy five dollars 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.

48

73

GEORGE & FOSTER.

No. .....

.....

v.

JOHN GASS.

Ex'on, February Term, 1866.

Merrimack ss.—*February* 1*st*, *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 Mechanicks' 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* 1*st*, *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 Mechanicks' 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 $11.22 ~~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., .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 Attys. George F. Foster.

Examined 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 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,

216.46
7.75
.17

for the sum of Two hundred and Sixteen dollars, forty six cents, and costs, taxed at Seven 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.

49

95

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 executor 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 Mechanicks' 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 770 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.

N. 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 Attys George F. Foster.

Examined Nathan W. Grow 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,

87.38 for the sum of Eighty Seven
6.75 dollars, Thirty eight 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.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

50

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $ 8.23 ~~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 F. Foster.

Examined
Nathan W. Gove, Register

The State of New-Hampshire.

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

Whereas John Brown and Thomas N. Young both of Concord in said County Gentleman 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, cents, and costs, taxed
6.75 at Six dollars
.17 Six 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. Bell CLERK.

Judgment rendered November 14, A. D. 1859.

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GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $1080,65 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 $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 Brown & Young By their Attys. George F. Foster.

Examined 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 Eleazer 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
6.75 dollars, Eighty two 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.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

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GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $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 By Attys George T. Fosler.

Examined Nathan W. Gove Register

The State of New-Hampshire.

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

Whereas William P. Ford and Sheldon H. Ford both of Concord in said County Traders and partners in trade under the firm of W. P. & S. H. 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 cents, and costs, taxed
at
,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.

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GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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, Reuden 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 $ 7.22 ~~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., 50

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.

W. P. & T. H. Ford
By Atty
George T. Hoyt

Received Feb 7. 1860

Recorded & Examined

Nathan W. Gove, Register

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 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.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

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GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 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., .50

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 } Barker & Peaslee By Attys.

Examined } George & Foster.

Nathan W. Gove. Register

The State of New-Hampshire.

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

Whereas Asa L Drew of Boscawen 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, cents, and costs, taxed
6 75 at Six fifty four
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.

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GEORGE & FOSTER.

No. .....

.....

v.

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., A[redacted]w, the Mechanicks' 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 Mechanicks' 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, Reuden 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.

N. 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 } Asa L. Drew By his Atty George F. Foster.

Examined Nathan W. Crane, 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,

500,87 for the sum of Five hundred
6,75 dollars, Eighty seven 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.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

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GEORGE & FOSTER.

No. .....

.....

v.

JOHN GASS.

Ex'on, February Term, 1860.

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 Mechanicks' 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 Mechanicks' 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 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 $14.43 ~~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., 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 Mer. Co. Bank By his Atty, George T. Foster.

Examined 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 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
6.75 dollars, Twelve 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.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

56½

GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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, Reuden 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 $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., .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 attys
Nathan W. Grow. Register } George & Foster.

57

The State of New-Hampshire.

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

Whereas John Towne of Newport 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.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

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GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $ 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.

John Towne
By Attys George & Abbott.

Received Feb 7. 1860

Examined 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 Mary A. Cutting of Salem in the County of Essex and Commonwealth 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, Seventy
.17 at Seven dollars Seventy five cents; cents, and costs, taxed
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.

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GEORGE & FOSTER.

No. .....

.....

v.

JOHN GASS.

Ex'on, February Term, 1860.

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 Mechanicks' 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 executions 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 Mechanicks' Bank, the Union Bank, the State Capital Bank, the Merrimack County 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 770 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.

N. 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.

Mary H. Cutting
By attys,
George T. Foster.

Received Feb 7. 1860

Examined 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 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, 7.75 at Seven dollars Seventy five cents, and costs, taxed .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.

N. Butler CLERK.

Judgment rendered November 14, A. D. 1859.

59

117

GEORGE & FOSTER.

No. .....

.....

v.

JOHN GASS.

Ex'on, February Term, 1860.

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 Mechanicks' 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 Mechanicks' 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 67 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 $12,93 ~~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 65

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.

Charles French
By Atty
George F. Foster.

Received Feb 7. 1860

Examined 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. Rees 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,

$520.29
6.75
.17

for the sum of Five hundred and twenty dollars, Twenty 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.

60

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GEORGE & FOSTER.

No. .....

.....

v.

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 Mechanicks' 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 Mechanicks' 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 $14.72 ~~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, $14.72, 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.

J. S. Russ By Attys George Foster.

Received Feb. 7. 1860

Examined. 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 Joseph B. Smard 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 Four cents, and costs, taxed
.17 at Six Seventy five 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.

N. Butler, CLERK.

Judgment rendered November 14, A. D. 1859.

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121

GEORGE & FOSTER.

No. .....

.....

v.

JOHN GASS.

Ex'on, February Term, 1860.

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 Mechanicks' 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:—Deed et cetera 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 Mechanicks' 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 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.

N. 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.

J. B. Smart
By Atty George H. Foster

Received Feb 7. 1860

Examined Nathan W. Grow 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
at Eight
.17 dollars Seventy five cents; cents, and costs, taxed
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.

62

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No. .....

.....

v.

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 Mechanicks' 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 Abbot

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 Mechanicks' 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 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 $9.55 ~~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, $ 9.55, 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.

C. C. Jewell By Attys George F. Gale

Received Feb 7. 1860

Examined Nathan W. Grow, Register

63

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,

104.16 for the sum of One hundred and four
6.75 dollars, Sixteen cents, and costs, taxed
.17 at 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.

63

.25

No. .....

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v.

JOHN GASS.

Ex'on, February Term, 1860.

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 Mechanicks' 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 Abbot

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 Mechanicks' 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 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 J. E. Lang By attys. George T. Fosle

Examined Nathan W. Gove Register.

COUNTY OF MERRIMACK, NH

MERRIMACK RECORDS

3 ½ EXECUTIONS

END