

title, will be sold), after giving at least 30 days notice of such sale, by advertisement at the first newspaper
of said County, and from the publication in said County, the lands of which said Elijah Bryan did so sell &
not have paid, sold and described in the forepart, as follows:

1st A tract of land in Schenectady County containing 400^{1/2} acres more or less, adjoining the lands
of R. S. Bryant & called the Lewis Mill tract, 2nd, lot #100 at Albany, containing about one
half of an acre, more or less, situated in front of the home tract containing 80^{1/2} acres, more or less,
adjoining the lands of John B. Jenkins & others.

And that book & record kept by him for the purchase money, the bills to said lands to include
all the further cost of the same, & on and against the last.

E. W. Mayenburg

Plff

In Chancery

Edward Kelly, Paul Babbitt, George W. Fols & Walter L. Blant Dftf.
E. W. Mayenburg, Comr. of Revenue, that he, is advised to him of the end of the 1st day in vac-
ation with me in this cause on the 26th of January, 1861, he presented on the 27th of Feb 1861,
to sell the said property in the bill mentioned, selling first the mill house, fixtures, tools, machinery,
separately from the land, with the privilege of removing the same, which was purchased by
Richardson for the sum of \$3,000, the said Richardson having failed to comply with the terms of
sale, the Commissioner therefore afterwards sold the same to Joe White for the sum of \$3,000,
who also failed to comply with the terms of sale, and that afterwards the said mill house, fixtures
machinery were burnt & almost entirely destroyed by a Regiment of United States Cavalry, leaving
only the remains of the said machinery, worth a few hundred dollars. That on the 29th of
Feb, 1861, he sold the land in this bill mentioned together with a few blacksmiths tools, to James
Wells for the sum of \$15,24, who operates his shop of that date with Josue C. Wells his
son-in-law is now in arrears. That the remainder of the property mentioned in the bill now
comes to the possession of the said Commissioner Mayenburg, but was carried away with by the soldiers
or sold from place without the knowledge or consent of the said Commissioner Mayenburg. All of
which is respectfully submitted.

Elizabeth Vaughan and Nelson L. Vaughan dicing by R. J. Neiby, next friend, Plffs
against

In Chancery

Benjy R. Vaughan & Martha M. Vaughan & Sarah Catherine Vaughan, f. P. D. V. Dftf.
This cause comes on this day to be heard on the bill of the complainants for the recovery of the
infect defendant, by S. R. Edwards their attorney at law, with general reference to said
andress and was argued by counsel. On consideration whereof the Court doth adjudge and determine
that, Nelson Vaughan, Sarah Esther M. A. July & A. W. Neiby, by them lawfully appointed
counsel, for that party (any three of whom may act) to execute judgment against them in
their opinion a sale of the land referred to in the premises would be best for all parties, on the
giving up by Benjy R. Vaughan of his wife right therein, and on and against the Court.

Thomas Corby & Davilla Corby his wife & James Dimity & George Dimity his wife. Plffs
against

Mrs. J. Davis, Madison Davis, George H. Vick and Marcella V. his wife & Madison G. Dftf.
Davis Executor of the above Davis.

By consent of parties it is ordered that the cause be dismissed and that the defendants pay to the plaintiffs
the costs in this suit expended.

E. W. Mayenburg, Executor of James Wells dec'd, who sue on behalf of himself and other creditors of Joshua
Poston and Joseph E. Billatt & his merchants and partners trading under the firm name of Billatt & Poston
and in the interest of Andrew J. Vick, J. D. Poston, Joshua Poston & Joseph E. Billatt merchant & partners
trading