

Pleas before the Honorable the Judges of the Circuit Court of the United States in and for the District of Pennsylvania in the Third Circuit of October Session A.D. one thousand eight Hundred and twenty five at Philadelphia.

to the Honorable the Judges of the Circuit Court of the United States in and for the Eastern District of Pennsylvania sitting in Equity.

Humbly complaining [shaveth] unto your Honors, your Orators The President Directors and Company of the Bank of the United States, That on the first day of January in the year of our Lord one thousand eight hundred and nineteen the Marietta and Susquehanna trading company being a company incorporated by the Laws of Pennsylvania and carrying on business in the County of Lancaster and State of Pennsylvania, became indebted to your Orators in the sum of nineteen thousand Dollars by a note on obligation in due form of Law, Sealed with the Seal of the company, and then and there delivered to your orators for value received, by which the said the Marietta and Susquehanna trading company promised and bound itself ninety days after the date to pay to the order of your Orators' Cashier at the Bank of the United States without defalcation nineteen thousand Dollars for value received of which said note a true Copy is hereto annexed and your Orators pray may be taken as a part of this their bill, That the said note was not paid at maturity, but was dishonored. That a suit was brought thereon on the Law side of this Honorable Court, and a Judgment obtained on the Fifteenth day of May One thousand eight hundred and twenty two by your Orators against the said The Marietta and Susquehanna trading company. That under a mortgage given by the said the Marietta and Susquehanna trading Company, sales were made of Real Estate to an amount not exceeding four thousand Dollars and the proceeds of which are to be credited on the said note. Tats with the exception of such credit note exceeding four thousand Dollars, the whole of the said debt remains due to your Orators, as well as the interest that has accrued thereon, amounting together to considerably more than twenty thousand Dollars. That at a subsequent time, but when , your Orators are not able to ascertain, the Stockholders, or some of them, and the Directors of the said The Marietta and Susquehanna trading Company, by acts and means which your Orators are not able particularly to state, elected or appointed Jacob Grosh, Jacob Gish, Jacob Misher, James Patterson Junior and William Child, all citizens of Pennsylvania residing in the Eastern District thereof, to be Trustees to close the concern of the said Corporation, and transferred to and vested in them for that purpose, as your Orators have been informed and believe, all the Estates, money, goods, chattels, rights, credits and effects of the said Corporation. That the said Jacob Grosh, Jacob Gish, Jacob Misher, James Patterson Junior and William Child accepted the said appointment and transfer and undertook to execute the said trust, by reason whereof as your Orators have been informed and believe they got into their possession, custody and power large funds and means of various kinds, of great value, which ought to have been applied by them to the satisfaction and payment of the debts owing by the said The Marietta and Susquehanna trading Company, including the before mentioned debt owing to your Orators. And your Orators had well hoped that the said Trustees would long before this time have made a full and true disclosure and discovery of the said trust and the state thereof, and all things



pertaining thereto, would have exhibited their accounts, settled the concerns of the said trust and paid to your Orators and other the Creditors of the Marietta and Susquehanna trading Company the sums justly owing to them, as in Equity and good conscience they ought to have done.

But now, so it is, may it please your Honors that the said Jacob Grosh, Jacob Gish, Jacob Misher, James Patterson Junior and William Child, combining and confederating with divers persons to your Orators unknown (whose names when discovered your orators pray maybe introduced into this bill with apt words to charge them as parties) have wholly neglected and refused to disclose and discover the nature and terms of the said Trust and the state and condition thereof, have wholly neglected and refused to Exhibit or settle any accounts thereof, and have wholly neglected and refused to pay to your orators their said debts or any part hereof and have not as far as your orators know and believe paid any other Creditor of The Marietta and Susquehanna trading Company, or made any dividends of the Effects, so that your Orators have not been able to obtain payments of their debts any part thereof nor to get any satisfaction or information whatever, but on the contrary their just rights have been wholly overlooked and disregarded and they have good reason to believe that there is no intention to give them any satisfaction or information. In tender consideration whereof, and for as much as matters of this nature are most properly cognizable and relievable in a Court of Equity, and in rega4rd that your orators cannot compel the said Jacob Grosh, Jacob Gish, Jacob Misher, James Patterson Junior and William Child to disclose and discover the nature and terms of the said trust, nor to disclose and discover the present state and condition thereof nor to exhibit true accounts of the same nor to pay and satisfy your Orators; but by the aide and assistance of a Court of Equity. To the end therefore that the said Jacob Grosh, Jacob Gish, Jacob Misher, James Patterson Junior and William Child, may upon their several corporal oaths or affirmations true and perfect answer make to all and singular the premises as fully and particularly as if the same were here again repeated and interrogated and that they may set forth whether your orators were not creditors of The Marietta and Susquehanna trading Company to the amounts of nineteen thousand Dollars and whether they are not still creditors to that amount with interest from the fourth of April one thousand eight hundred and nineteen, only deducting therefrom the proceeds of sale of Real Estate to an amount not exceeding four thousand Dollars, whether the Stockholders and Directors of The Marietta and Susquehanna trading Company did not at some time and when, elect and appoint the said Jacob Grosh, Jacob Gish, Jacob Misher, James Patterson Junior and William Child Trustees to close their concerns and pay their debts or for any other and what purpose, whether they did not accept the said trust, whether any and in what means in Estates, money, goods, chattels, rights, credits or effects have come to their hands, possession, custody or power under or by reason of the said trust or from the said The Marietta and Susquehanna trading Company and how the same have been applied and disposed of. Whether they have used any and what means to get the effects into their hands, and to apply and dispose of the same to the purposes of the Trust. And that they may fully and fairly disclose and discover all the particulars of the said trust in its origin and progress as well as its present state and condition. That the may exhibit full and true accounts of their actings and doings and of all matters pertaining to the said Trust, as well as what they have received and paid as what they ought to have received and paid and make a full settlement of the said trust concern. That they may be compelled to pay to



June 25, 1825

Copy of Note

\$19000.

Witness the hand and seal of John Roberts, Pres. of The Marietta & Susquehanna trading Company this first day of Jany. 1819

The joint and several answer of

The Defendants reserving to themselves all benefit of exception to the manifold defect and imperfections of the said Bill, for answer thereto or to so much thereof as they are advised it is necessary for them to answer unto, answer and say

And the Defendants further answer that at a meeting of the Stockholder of the said company held on or about the twentieth day of September one thousand eight hundred and twenty one, the said stockholders, as the Defendants either personally know or have been informed and believe, instructed the President and Directors of the said Company

that previous to the first Monday of November then next, if the same should be ascertained to be lawful and practicable, they should appoint five persons of good character, Stockholders in the institution, to whom they should assign and transfer to the use of the Creditors of the Institution all the property of the Institution, real personal and mixed, and t the same meeting the said Stockholder recommended to the Board of Directors Eight persons out of whom to select five for the said appointment. That on the twenty fifth day of October following, the said President & Directors appoint the Defendants, being five of the persons recommended, to be Trustees to wind up the concerns of the said Company and there upon executed a deed or instrument

A of writing of which a true copy is hereto annexed which the Defendants pray may be taken as part of their answer.

And the Defendants further answer that as they either know or have been informed and believe the said instrument of writing was by direction of said President and Directors showed to Counsel learned in the Law, to obtain his opinion whether the same was legal and would have the effect it was interested to have, and his opinion was accordingly obtained, and was as the Defendants were informed and believe against the legalist and effect of the same. And the Defendants do aver that they never did accept of their appointment as Trustees under the said Deed nor do any acts under it, and that as they believe the then President and Directors of the said Company continued to act as before the execution thereof until after the then next Session of the Legislature of Pennsylvania at which Session on the first day of April one thousand eight hundred and twenty two, an act was passed, entitled an act providing for the closing of the concerns of Banking institutions, from which and which alone the Defendants have derived all the power they have exercised over the affairs of the said Company, the said act so far as regards to said Company having merely conformed the previous act and proceedings of the said Trustees if done in a certain manner, whereas the Defendants have stated none of any kind had taken place, and having then given to the persons so appointed Trustees certain powers privileges and authorities in the said act mentioned as if they had been elected agreeably to the provisions of the said act and authorized them to hold their offices for and during the term of three years after the date of said appointment. That the duties and powers of the Defendants are therefore such only as are imposed or imparted by the said act, for the particulars whereof they refer to the same when it shall be produced, and they submit that by virtue of the said act, they stood during the continuance of their office, in the place of Directors of the said Company, possessing all the privileges, powers and authorities of the said Directors, except as to declaring any dividends of the nett [sic] profits or the issuing any notes, or making any new loans; that no Estates, money, goods, chattels, rights, credits or effects of the said Corporation have been transferred to and vested in them individually or personally for any purpose; that all the said Estates and other property continued after the said act to be vested in the said Corporation in like manner as they did before the said appointment and act, and still do except so far as they may have been legally alienated under the powers given by the said act; that the said Corporation is still in Existence, and is both liable and entitled to be sued at Law or in Equity for matters concerning the corporate Estate and Effects, and that the Defendants inasmuch as they hold the place and privileges of Directors though under the name of Trustees, are not liable to be sued in their individual character for acts done in Execution of the powers given by the charter of the said Corporation and referred to by



the said act of assembly, nor are they liable to be called to account for the same, except in a suit brought against the said Corporation and in a corporate character. And the Defendants crave the Court the same benefits of this exception as if they had duly pleaded the same, or as if they had demurred to the Bill for this cause.

And the Defendants further answer, that the eighth day of April one thousand eight hundred and twenty two, the acceptance of the said appointment by the Defendants was filed in the Prothonotary's office of Lancaster County, agreeably to the provisions of the said act and that on the tenth day of the month of May following they met together at the Banking House in Marietta, and entered into a Resolution to meet on the second Saturday in each month and for the purpose of collecting the debts of closing the concerns of the said Company they entered into the further Resolution that William Child one of the Defendants, should have as full power and authority to transact the business of the Company, as he formerly had under the Board of Directors, by whom he had been appointed Cashier, and that he should act as Treasurer and Secretary of the Board of Trustees; and the Defendants accordingly left at the Banking House in Marietta in the custody & power of the said William Child, under the same protection and safe guard which it is customary to afford them in Banks, and which they had previously received, all the books papers, notes, effects, and property of the said Company, which belonged to the same at the acceptance of their said appointment, and from that time forward the said books and property of every kind were protected and guarded in the customary manner; and the Defendants proceed in the Execution of their powers and authorities, with the determination of promoting the interests of the Creditors as well as of the Stockholders of the said Company, until the Robbery here after mentioned.

And the said Defendants further answer, that it is entirely out of their power, and that they do not possess the knowledge or information to enable them, to set forth what means in Estates, goods, chattels, rights, credits or effects came to their hands, possession, custody or power under or by reasons of their said appointment and that said act of Assembly, nor how the same have been applied or disposed of for the cause hereafter stated. The said Defendants believe and aver that no cash whatever was among the effects of the said Company, at the time of accepting their said appointments; but they believe and admit that sundry books and papers and sundry promissory notes of individuals, bonds and other effects the property of the said Company were in the Banking House of the said Company at Marietta when they accepted the said appointments, and continues for sometime to remain there without ever coming to the individual hands of any of the said Defendants except the said William Child, who occupied the house in which the Bank was kept, but what the said books, notes and other effects where in particular they are with the few exceptions hereafter mentioned unable to set forth because the said William Child for himself avers and declare for true, and the said other Defendants do say that they have been informed and believe to be true, that on the night of the twenty ninth of August one thousand eight hundred and twenty three the said William Child who with his family occupied the house in which the said books and effects were kept, was assaulted by three persons armed with deadly weapons, and disguised in such manner that he did not recognize any of their persons who compelled him under threat of instant death to unlock the door of the vault where the said effects were kept, and who after robbing the said vault of the valuable parts of its contents departed with them, having by force and threat of death prevented the said William from



alarming the neighbourhood, until after the said Robbers had escaped. That the said William immediately thereafter awoke his neighbours, and endeavored to prevail on them to make fresh pursuit of the Robbers, but was unable to effect it. That on the succeeding day a reward of one thousand Dollars for the apprehension and conviction of the Robbers and for the restoration of the books and papers and five hundred Dollars for the restoration of the books and papers, was offered by the Defendants, and was published in the Lancaster Gazette, Lancaster Journal and other newspapers of the County, but the same has been without effect and the said Defendants have never been able to the present day to ascertain, and do not know, who were the persons concerned in the said Robbery of any of them.

And the said Defendants further answer, the said William Child from his own knowledge, and the other Defendants from information and belief, that the said Robbers took from the said vaults between seventeen and eighteen hundred Dollars of the Bank notes which had been issued by the said Company, all the promissory notes which had been discounted by the Bank from some time in the year 1817, and which had been left in the Bank, all notes which had been protested for nonpayment, a number of loose papers, memoranda, and statements of the affairs of the said Company a large book called a Tickler, and offering or Discount Book in which there were three small books, one containing the names of the Stockholders, who had paid their installments, the other two the names of those who had received dividends; the general ledger, containing the accounts of the Company with its depositors and customers; Credit Book and a number of Mortgages Judgment bonds and Deeds.

And the said Defendants further say that by the said Robbery, they lost all evidence of debt due to the said Company. Except such as were of Record in correspondence whereof they conceived it to be their duty to call, and they did immediately call upon the debtors of the said Company by public advertisement to attend at the Banking House on the twenty second of September following to ascertain the exact amount of their debts, hoping that some at least would appear and acknowledge their debts and the said William Child having been authorized to call upon some persons whom he believed to be debtors of the Company but without any sufficient recollection of particulars to prove it legally, he did so, as he avers, and as the other Defendants believe, in company with a witness, in whose presence all the said persons denied that they were Debtors to the Company, and some of them asserted that the Company was indebted to them.

And the said Defendants further answer that the Real Estate of the said Company so far as it has come to their knowledge was that which was mortgaged to the Complainants as aforesaid, together with a small house and Lot in the Bor. or Mara. Donegal Township, Lancaster County worth probably one hundred and fifty Dollars or thereabouts, and another small house and Lot of the same value in the bor. of Mara. Donegal Township, Lancaster County, both of which pieces of property remain as the Defendants believe unsold.

And the Defendants further answer that the chattels in possession which belonged to the said Company at the time of accepting the said appointment, consisted of a few chairs, tables and desks in the Bank, which were of little value, and are as they believe undisposed of.



And the Defendants further answer that all the payment made to the Treasurer of the said Trustees on account of debts due the said Company, were, as they verily believe made in the Company's Bank paper or notes, except a small sum received from a Judgment against John Longenecker hereafter mentioned, and the amount of which is not recollected.

And the Defendants further answer that as they verily believe all the debtors of the said Company against whom Judgments were obtained which came under the control of the Defendants were insolvent, and that nothing was or could be obtained from any of them, except from a Judgment or Judgments against a certain John Longnecker, on which there was a balance of about a thousand dollars due, which was transferred to one of his Endorsers to secure him for money he had previously paid to the Company on account of the notes included in the said Judgments, but which note amounting the to whole of the said balance, the residue was by him paid to the said William child, partly in the Company's paper and partly in other funds which were applied to the payments of expenses and costs due by the said Company.

B A schedule of the said Judgments as far as the Defendants can ascertain them is hereto annexed which the pray may be taken as part of their answer.

And the Defendants further answer and say, that they only amount which has been or could be realised on the Mortgages belonging to the Company, and which came under the control of the Defendants was the sum of Five thousand four hundred and ninety three Dollars and Eighty seven cents, which the Defendants transferred to John Roberts William Jenkins Samuel Talbots & Company & John Monk for claims against the said Company by the three parties first named, and as an indemnity for bail which the said John Monk had entered on an appeal of the said Company from two hundred and thirty three suits brought against it. There remain as the Defendants believe two mortgages from which it is believed something may be obtained, one of them a Mortgage assigned to the Company by Christian Hershog for twenty nine hundred & sixty seven Dollars and ten cents and the other a Mortgage on the Marietta, Richland & Mountjoy Turnpike Road for Seventy five hundred and thirty Dollars; but the amount which may be obtained from the said Mortgages is entirely uncertain

C A schedule of the Mortgages of the said Company in existence at the time of accepting the said appointments, as far as the Defendants can ascertain the same, is hereto annexed, which they pray may be taken as part of their answer.

And the Defendants further answer, that in consequence of the loss of books and papers before mentioned they are unable to answer the complainants bill more particularly then they have done herein. After the said Robbery, they found it impossible to make any further profess in the settlement of the said concerns inasmuch a they possessed no evidence of the parties to the promissory notes due to the Company, with the dates and amounts of the same, upon which they placed their only reliance for paying the Company's debts, and from that time the concern has been entirely hopeless.

And the Defendants further answer, that they have received nothing from the Estate or effects of the said Company, except as herein before stated, and that consequently they have not been able to pay the debts due by the said Company, which at the time of the said Robbery amounted as nearly as they recollect to about Ninety Thousand Dollars, but they deny that they have ever refused to give any information in their power to any person asking for the same, and they especially deny all manner of



combination and confederacy charged against them, without that there is any other matter or thing in the said bill of complain contained, material or effectual for these Defendants to make answer to, and not herein and hereby sufficiently answered unto, confessed or avoided traversed or denied is true, to the knowledge and belief of these Defendants. All which matters and things these Defendants are ready to aver maintain and prove as this Honorable Court shall award, and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

Hor. Binney

Solicitor for Defts.

William Child being duly sworn, and Jacob Grosh, Jacob Gish, Jacob Mishy and James Patterson Junior being duly affirmed, declare and say that the foregoing answer so far as regards the respect5ive acts and doing of the said parties is true of their own knowledge respectively, and so far as it regards the acts and doing of others they respectively believe it to be true.

Sworn and affirmed this twenty first day
of October A.D. 1825 before me
Jacob Graybill
Justice of the Peace for Lancaster County

Wm. Child
J. Grosh
Jacob Gisch
Jacob Mishy
Jas. Patterson Jr.

⚠ Know all men by these present that we John Roberts, Prest and John Swarr, Andrew Hershey John Monk Daniel Grosh Tobias Miller Henry Harris Jr. Matthias Ischudy, Directors of the Marietta and Susquehanna Trading Company have assigned and set over unto Jacob Gisch, Jacob Grosh and William Child of Donegal Township, Jacob Mishy and James Patterson Jr. of Rapho Township, and all of Lancaster County and State of Pennsylvania, and their successors all the rights and credits dues and demands whatsoever of the Marietta & Susqu. Trag. Compy. together with all real Estate and personal property whatsoever, claimed and owed by the said Marietta and Susquehanna Trading Company for the use and benefit of the Creditors of the said Company and do hereby fully authorize and empower the said Jacob Gisch Jacob Grosh William Child and Jacob Mishy and James Patterson Jr., or a majority of them to ask, demand, sue for, records and receive of and from all such person or persons as are indebted to the said Company all such sums of money debts and demands whatsoever as are now due and owing unto the said Company and to have use and take all lawful ways and means for the recovery thereof by attachment, arrest, distress or otherwise and to compound and agree for the same and acquitances or other sufficient discharges for the same to make real and deliver and to do all other lawful acts and things whatsoever concerning the promises as fully and in every respect as apply as the Prest. and Directors might or could do were they personally present at the doing thereof. And we do further authorize and Empower the said Jacob Gisch Jacob Grosh William child Jacob Mishy and James Patterson Jr. or a majority of them or their successors to lease let grant bargain sell or demise all the Real Estate held and owned by the said Mara. & Susqu. Tradg. Company or any part thereof and to make seal execute and deliver such Deed or Deeds conveyance or conveyances and assurances in Law as they or a majority of them may deem correct and expedient.



And for the purposes aforesaid to hire a clerk or Clerks to appoint Attorney or Attorneys under them and at their pleasure to discharge and revoke the same and to retain and detain all necessary expenses accrued therein. Hereby ratifying allowing and confirming all and whatsoever the said Jacob Gisch Jacob Grosh William Child Jacob Mishy & Jas. Patters Jr. or a majority of them or their successors shall lawfully do in and concerning the premises by virtue of the presents. In witness whereof we have hereunto set our hands and seals this twenty fifth day of Oct. A.D. One thousand eight hundred & twenty one.

Sealed and Delivered in presence
of Jacob Graybill
Henry Conn

{Seal of the}
{Mara. & Susqu.}
{Trag. Compy}

Jn. Roberts, Prest.	{Seal} D
John Swarr	{Seal} I
Andw. Hershey	{Seal} R
John Monk	{Seal} E
Danl. Grosh	{Seal} C
Tobias Miller	{Seal} T
Henry Harris, Jr.	{Seal} O
Mathias Ischudy	{Seal} R
	S

Attest Wm. Child, Cashr.

Lancaster County :s

Personally appeared before me the subscriber one of the Justices of the Peace in and for the county of Lancaster John Roberts John Swarr Andw. Hershey John Monk, Danl. Grosh Tobias Miller, Henry Harris Jr., and Mathias Ischudy and acknowledged with within instrument of writing to be their act and deed for the purposes therein mentioned on the part of the Mara. & Susqu. Trag. Compy. Witness my hand and Seal this fifth day of Jany. One Thousand Eight hundred and twenty two.

Jacob Graybill {Seal}

B	John Galbaugh & David Musser.....	\$2,782.45 ½
	Jno. Greider Jno. Myers & David Musna	1,860.72 ½
	Saml. McKinney & David Musna	254.67 ½
	Wm. Houssdral & John Galbaugh	471.73
	Saml. McKinney & Abm. Bruseman	315.87 ½
	Benj. Long on three Judgts. yet due about.....	4,000.00
	John Peden	1,564.52
	John Hoyer two Judgts.....	1,988.82
	George T. McCauley.....	366.87 ½
	Saml. McKinney Jos. Bircher Jno. Greider & Thos. Faulkner	4,978.43 ½
	Abm. Shellenbergers Admr. three judgmts.....	832.83
	Mats. Ranck John Greider Jno. Heistand & Saml McKinney	2,102.62 ½
	Mats. Ranck Jno. Greider & Saml McKinney	174.00
	Mats. Ranck Jno. Hecksothe Jno. Greider & Saml. McKinney.....	405.25
	John Greider, Joseph Keesey & Peter Saylon.....	217.16
	Philip Snyder a balance of about	4,000.00

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(kvb)



LancasterHistory

Henry Cassel	10,000.00
John Hohn Jos. Keesey & Jab. Breneman	3,618.89 ½
Abm. Shellenbergers Admr.	527.70 ½
David Cassel	11,000.00
Henry Share	29,654.80
Fredc. Long a balance of about	11,000.00
Benj. [Snaden] & Chrisn. Hertzler.....	1,680.13 ½
Henry Reiff	4,481.68
Danl. Sterling a balance of about	500.00
Thomas & Wm. Davis a balance of about	700.00
John Hohn about	4,000.00

- C** Assignments of Mortgage : Dated the 20th day of June 1816 on that Lot or
- | | | |
|--------------------------------|---|---|
| Henry Cassel | : | piece of ground numbered 51. Situate in the |
| to the | : | Borough of Marietta to secure the payments of |
| Prest. & Co. of Marietta Bank: | : | \$593. This property sold for prior claim |
-
- | | | |
|--------------------------------|---|---|
| Mortgage | : | Dated the 24 th day of May 1816 on all the following |
| Henry Cassel | : | eight Lots of ground seven of which are situate in |
| to the | : | that part of Marietta laid out by John Pedan and |
| Prest. & Co. of Marietta Bank: | : | others and number on the plan by numbers 37, 47, |
| | : | 99, 296, 297 556 & 557 the Eighth Lot situate in |
| | : | town of Mountjoy and numbered 21 on the plan of |
| | : | said Town to secure the payment of \$1500. |
-
- | | | |
|--------------------------------|---|---|
| Mortgage | : | Dated the 24 th day of May 1816 on a Lot of ground |
| Henry Cassel | : | situate in the Borough of Marietta in that part of the |
| to the | : | Borough formerly called Waterford known on the |
| Prest. & Co. of Marietta Bank: | : | plan of said Borough by number 122 to secure the |
| | : | payment of \$1000. |
-
- | | | |
|--------------------------------|---|--|
| Mortgage | : | Dated the 24 th day of May 1816 on the houses and |
| Henry Cassel | : | three Lots of ground situate in the Borough of |
| to the | : | Marietta and numbered on the plan of that part of |
| Prest. & Co. of Marietta Bank: | : | said Borough formerly called Waterford by |
| | : | numbers 72, 73 & 81 to secure the payment of |
| | : | \$4000. |
-
- | | | |
|--------------------------------|---|---|
| Mortgage | : | Dated the 24 th day of May 1816 on Fifteen Lots of |
| Henry Cassel | : | ground situate in that part of Marietta laid out by |
| to the | : | Jacob Grosh and numbered in the plan of said |
| Prest. & Co. of Marietta Bank: | : | Borough by numbers 25, 26, 27, 28, 43, 69, 76, 89, |
| | : | 98, 101, 114, 122, 123, 155, 156 to secure the |
| | : | payment of \$15000. |



I think all the property mortgaged by Henry Cassel was sold during the time of the Board of Directors and I do not recollect that any part of the Mortgages were paid.

Mortgage	:	Dated the 10 th Day of March 1817 on a tract of
Abraham Hershey	:	Land situate in Rapho & Warwick Townships
to	:	containing 233 acres and one half neat measure to
Christian Hershey	:	secure the payment of \$19000. And the said
And the said Christian	:	Christian Hershey the mortgagee entered
Hershey Made an	:	satisfaction for \$11296 in part of the consideration
Assignment of said Mortgage:	:	money in the above Mortgage mentioned dated the
to the Mara. & Susqu.	:	26 th day of December 1818. And on the 21 st day of
Tradg. Company	:	October 1820 the said Christian Hershey made an
	:	assignment of said mortgage to the said Marietta &
	:	Susqa. Trading Company to so much of the above
	:	indenture of mortgage and property therein
	:	described as will yield and pay to said Mara. &
	:	Susqu. Trag. Compy. the sum of \$2967.10 cts with
	:	interest.

Mortgage	:	Dated the 19 th day of July 1815 on a certain part of
John Kreider	:	a Lot of ground situate in the borough of Marietta,
to the	:	formerly called Waterford known in the plan
Mara. & Susqu. Trag.	:	thereof by number 93 to secure the payment of
Compy.	:	\$2250. This property was sold during the time of
	:	the Prest. & Directors & a small sum obtained out
	:	of the sale.

Mortgage	:	Dated the 18 th day of December 1817 on that certain
John Kneissly	:	messuage or tenement and four lots of ground
to the	:	situate in the Town of [Fairmarket] numbered in
Marietta Bank	:	the plan of said town by numbers 1, 2, 3, 4, to
	:	secure the payment of %500. This sold for prior
	:	claims.

Mortgage	:	Dated the 18 th day of July 1816 on the Marietta
Marietta Richland &	:	Richland and Mountjoy Turnpike Road in the
Mountjoy Turnpike Company:	:	County of Lancaster with all the building
to Marietta Bank	:	improvements privileges and appurtenances to
	:	secure the payment of \$7530.

Mortgage	:	Dated the 3 rd day of April 1817 on a tract of land
Christian Miller	:	containing 146 acres and 3 quarters and 2 perches
to	:	neat measure situate in Donegal Township to secure
Marietta Bank	:	the payment of \$4600. This property sold on prior
	:	liens.



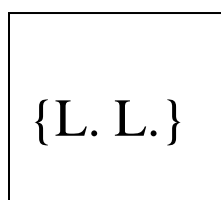
Mortgage : Dated the 25th day of August 1820 on 4 tracts of
 Tobias Miller : Land the whole containing together 130 acres be the
 to : same more or less situate in Donegal Township to
 Marietta Bank : secure the payment of \$2798. This property sold on
 : prior Liens.

Mortgage : Dated the 26th Day of December 1816 on that
 Henry Share : certain messuage or tenement Mills Distillery and
 to : tract of land situate in the township of Donegal
 Marietta Bank : Rapho & Hempfield containing 54 acres and one
 : half to secure the payment of \$6000. This property
 : sold on prior Liens.

Mortgage : Dated the 26th day of December 1816 on that corn
 Henry Share : or Grist Mill and tract or parcel of Land situate in
 to : Donegal Township containing 238 acres and 124
 Marietta Bank : perches to secure the payment of \$24,000. This
 : property sold and taken for prior liens except five
 : thousand four hundred and ninety three Dollars and
 : eighty seven cents assigned as before mentioned.

Mortgage : Dated the 18th day of November 1819 on the
 John H. Goodman : following pieces of Grounds being parts of Lots
 to : numbered 69, 70, & 71 in that part of Marietta
 Marietta Bank : formerly called New Haven to secure the payment
 : of \$718.

Lancaster County :s



I do hereby certify that upon careful search made among the Records in the Recorders Office in and for the County of Lancaster the above within and foregoing Mortgages and assignments from which these transcripts are taken are all that appear on Record in favour of the Marietta Bank, yet remaining unsatisfied.

Witness my hand and the seal of said Office at the City of Lancaster the 19th day of October, Anno Domini 1825

Henry Hibshman
 Recorder

United States :s
 District of Pennsylvania

I certify the foregoing to be true and faithful copies of the Originals filed and now remaining among the Records of the Circuit Court of the United States in and for the

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 (kvb)



LancasterHistory

Seal of the
United States
Circuit Court
Pennsylvania

District of Pennsylvania in the Third Circuit in my office.
In testimony whereof I have hereunto subscribed my name
and affixed the Seal of the said Circuit Court at
Philadelphia this twenty third day of November A.D. 1829
and in the fifty fourth year of the Independence of the said
United States.

D. Caldwell, Clk

Circuit

REVERSE:

Marietta & Susquehanna Trading Co.

vs.

The United States Bank

