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4636	Lyo
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5145	Lew
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5268	Lau
5246	Ling
5323	Lau
5285	Ligh
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5284	Low
5316	Low
5338	Lau
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5006

Friday, March, 12th A.D. 1886.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

5132 The Farmers Bank vs. Cassius M. Herd et.al.

This day this cause came on for hearing on the petition of said plaintiff, and the evidence, the Court find that the defendants have been duly served with summons in this case, and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant Cassius M. Herd for interest on the note set forth in the petition, with interest thereon to the first day of this term (to-wit: February 22nd 1886) the sum of Forty-one and 25/100 Dollars. The Court further find that in order to secure the payment of said notes and interest thereon, the defendants Cassius M. Herd and Ella Herd, his wife, executed and delivered to said W. L. Curry (who duly assigned the same to this plaintiff) their mortgage as in the petition described that said mortgage was duly recorded in Book 17, Page 281 of the Records of Mortgages of Union County and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the said defendant Cassius M. Herd the said sum of Forty-One and 25/100 Dollars, with interest from February 22nd 1886 and his costs herein expended. And it is further adjudged and decreed that unless the defendant Cassius M. Herd shall within ten days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the 22nd day of February 1886, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report, and report his proceedings to this Court for further order.

5006 Rodentha M. McKibben vs. Hugh B. McKibben

Now came the plaintiff and the defendant having been legally summoned by publication and having failed to appear the Court find the defendant Hugh B. McKibben in default for answer and demurrer to said petition and find the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty in failing to support and provide the plaintiff with the necessaries of life and of willful absence for three years last past and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Rodentha M. McKibben and Hugh B. McKibben be and the same hereby is dissolved and both parties are released from

Friday March 12th A. D. 1886

the obligations of the same. It is further ordered by the Court that the said plaintiff pay the costs of this proceeding; and execution is awarded

4873. Wm Whitley, Plaintiff
vs.
John J. Finley and P. R. Kerr, Defendants

Jury Trial.

4924

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a Jury, to-wit: A. J. Turner, J. E. Davis, H. A. Williams, James Wright, Madison Boughman, Preston Jolley, W. P. Gray, G. P. Mitchell, John Bonham, L. P. Kimball, John Gibson and George Long, who being duly impaneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless with-drawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors, retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to-wit

Civil Action.

Verdict.

The State of Ohio, Union County ss. February Term A. D. 1886. To-wit: March 12th 1886

William Whitley Plaintiff vs. John J. Finley and P. R. Kerr, Defendants

We, the jury in this case, being duly impaneled and sworn do find and say that we find for the plaintiff and assess his damages at $370.62

John Gibson, Foreman.

Thereupon Court adjourned until tomorrow A. M. at half past eight o'clock.

Saturday, March 13th A.D. 1886.

Court convened this A.M. pursuant to adjournment, the same officers being present as on yesterday.

4924 Margaret Black. vs. William Black.

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear the Court find him in default for answer or demurrer to said petition and find that the allegations thereof are confessed by him to be true. The Court also finds that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than a year next preceeding the same and was at said time a bona fide resident of this County of Union - and that the parties hereto were married as in said petition set forth. The Court further find from the evidence adduced that the defendant has been guilty of gross neglect of duty in failing to provide plaintiff the common necessaries of life, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage Contract heretofore existing between the said parties hereto be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered said petitioner be and she is hereby restored to her maiden name of Margaret McClung. It is further ordered and adjudged by the Court that the plaintiff recover of the defendant her costs herein expended taxed to $8.00 and in default thereof for three days execution issue for the same.

Thereupon Court adjourned until Monday at one o'clock P.M.

Monday, March 15th A.D. 1886.

Court convened this P.M. pursuant to adjournment the same officers being present as on Saturday.

Plain City Bank.
vs.
5-038 Samuel Drake & W. A. Finley

And now comes the said Plain City Bank and the said Samuel Drake and W. A. Finley having failed to demurrer or answer to the petition of the said Plain City Bank it is considered that the said Plain City Bank ought to recover the said sum of $132.67 so demanded in its petition together with the sum of $34.75 which the Court finds due as the interest thereon as prayed for in said petition (computed up to this 15th day of March 1886) It is therefore considered that the said Plain City Bank recover against the said Samuel Drake and W. A. Finley the said sum of $167.42 together with interest @ 6% from this 15th day of March 1886, and the costs in and about this suit expended taxed to $ 5-05-9

The State of Ohio
vs.
Jesse Mayo. } Indictment for Assault and Battery.

This day came the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff thereupon said defendant retracts his plea of "not guilty" heretofore entered herein and for plea thereto saith he is guilty. Thereupon he was remanded to the custody of the Sheriff to await sentence.

T. W. Robinson and H. E. Robinson
Partners doing business under the firm name of
Robinson & Company, Plaintiffs.
5-058 vs.
W. L. Sager, Defendant. 5-061

This day came the Plaintiff by S. S. Gardiner Attorney, and thereupon came P. R. Kerr one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein and by virtue of the same warrant of Attorney, confess that there is due from said defendant to said Plaintiffs as is alleged in said plaintiffs petition the sum of $464.80. It is therefore considered that said plaintiff do recover of said defendant the said sum of $464.80 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per cent per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal and all right to file a petition in error are waived.

Bank of Richwood
vs.
5-060 R. R. Randell

This day came the plaintiff by S. S. Gardiner Attorney and thereupon came P. R. Kerr one of the Attorneys of Record of this Court, who

by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $329.30. It is therefore considered that said plaintiff do recover of said defendant the said sum of $329.30 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

F. W. Robinson & H. E. Robinson Partners doing business under the firm name of Robinson & Company, Plaintiffs
vs.
5-03-9 W. L. Sager, Defendant.

This day came the plaintiff by S. S. Gardiner Attorney, and thereupon came P. R. Kerr one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $310.25 It is therefore considered that said plaintiff do recover of said defendant the said sum $310.25 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of the said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Peoples National Bank of Bellefontaine, O. Plaintiff
vs.
5-061 W. W. Skidmore and R. C. Humphreys Defendants.

Judgment-Entry
$107.00

This day came the plaintiff by its Attorney also appeared in open Court, for and on behalf of said defendants D. Piper an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for One Hundred and Seven Dollars being the amount of the principal and interest due on said note and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises. It is therefore considered that said plaintiff recover of said defendant the sum of One Hundred and Seven Dollars, being the amount of said note with interest computed at 8 per cent per annum from the 5th day of August A.D. 1885 and also their costs herein expended taxed at $

Monday, March 15th A.D. 1886.

4892 O. Houston et. al. vs. Allen Sharp et. al.

On motion of the said plaintiffs by A.T. Carpenter their attorney and on producing the return of the Sheriff of this County of a Sale of real estate made by him on the 28th day of November 1885 to John M. McElroy on an order of sale issued in this case and dated October 23rd 1885 and the Court on examination of said proceedings being satisfied that said sale has been made in all respects in conformity to law, it is ordered that the said sale and proceedings be and the same is, hereby confirmed and the said sheriff is ordered to make to the purchaser a deed for the lands and tenements so sold. And the Court coming now to distribute the proceeds of said sale amounting to $1070.00 it is ordered that the Sheriff pay:-
1st To the Treasurer of Marion County the taxes now due upon said lands, to-wit $73.13
2nd The costs of this action taxed to $48.45
3rd To plaintiffs the amount due on their mortgage to-wit: $897.42, Total $1021.00
4th The balance of $49.00 said Sheriff shall hold subject to the further orders of the Court as to the distribution thereof.

5-062

5-011

4880 Isaac Broderick Guard. &c. Plaintiff vs. J.J. Miller et. al. Defendants } In Foreclosure.

4928 This day this cause came on to be heard upon motion of J.M. Cummings one of the defendants to set aside sale heretofore made in this case.- evidence was introduced, argued by counsel and submitted to the Court. Whereupon the Court being fully advised in the premises upon consideration do sustain said motion.- It is therefore ordered by the Court that said sale be and the same is hereby set aside and held for naught.

717

Thereupon Court adjourned until tomorrow A.M. at eight and a half o'clock.

Tuesday, March 16th A.D. 1886

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

5062 George W. Machling vs. John Newlove and Mary M. Newlove

On application of the plaintiff herein and a praecipe showing being made an Order of Attachment is allowed to issue in this case in the sum of $145.7— with interest from the first day of May A.D. 1884 on the plaintiff giving the undertaking as provided by law in the sum of $35.00 cts

John A. Price Judge of Court of Common Pleas.

5011 Marion County Bank vs. Jesse Williams, M. L. Robertson and Joseph Price

This day came the plaintiff by its attorney and this cause came on to be heard upon the petition and the evidence. Whereupon the Court being fully advised in the premises find that said defendants had due notice of the pendency of the petition and that they are in default for answer or demurrer and that said petition is thereby confessed by them to be true. The Court further find that since the filing of said petition, to-wit: March 5th 1886 the defendants have paid to the Clerk of this Court the sum of $75.00 on said note and that there is still due to the plaintiff from said defendants the sum of $71.63 with interest computed at 6 % to the first day of this Term of Court. It is therefore considered and adjudged by the Court that the plaintiff recover of the defendants said sum of $71.65 with 6% int. thereon from Feb. 22nd 1886 together with their costs herein expended taxed at $3.65 for all which execution is awarded.

717 The State of Ohio vs. Samuel Benton — Indictment for Arson

This day W. T. Hoopes was appointed to assist the Prosecuting Attorney in this case

Thereupon Court adjourned until tomorrow A.M. at half past eight o'clock.

Wednesday, March 17th A.D. 1886.

Court convened this A.M. pursuant to adjournment, the same officers being present as on yesterday.

4483 J.J. Finley vs. Michael Fouquet

This day came the parties hereto and by consent the sale heretofore made was set aside, and the entry confirming the same and ordering Deed to set aside and ordered stricken from the record.

4998 Joseph H. Myers vs. Sarah Myers

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer or demurrer and the Court being fully advised in the premises does find for the plaintiff as follows, to-wit: First: That the plaintiff was married as alleged in the plaintiffs petition. Second: That due notice of the pendency of the petition has been served on the defendant. Third: That the defendant has been guilty of gross neglect of duty as alleged in the plaintiffs petition. It is therefore considered ordered and adjudged that the plaintiff be divorced from the defendant; and that the marriage relation between the parties be wholly dissolved.

4974 Mary E. Rogers vs. Sidney Rogers

This day this cause came on for hearing upon the petition of the plaintiff the defendant being in default for answer or demurrer and the Court being fully advised in the premises does find for the plaintiff as follows, to-wit:- First: The said parties were married as alleged in the petition and that due notice of the pendency of this petition has been served on the defendant. Second, That said defendant had been guilty of gross neglect of duty as charged in the petition. It is therefore ordered and adjudged by the Court that the marriage relation heretofore existing between the parties be dissolved and the plaintiff divorced from the defendant and that she have the custody care and control of her children

Thereupon Court adjourned until tomorrow A.M. at half past eight o'clock etc.

4490

4983

Thursday, March 18th A.D. 1886.

Court convened this A.M. pursuant to adjournment, the same officers being present as on yesterday.

4490 George T. Dilsaver, Plaintiff vs. Thomas P. Gratty et. al. Defendants. } Money Only.

This day this cause came on for hearing on the petition, the supplemental petition, the answer of the defendants and the reply of the plaintiff and the evidence, and a jury being waived the cause was submitted to the Court and the Court being fully advised in the premises do find that the said defendant and plaintiff have settled all matters concerning the cause in dispute that the defendant T. P. Gratty has fully, completely and entirely satisfied and paid said claims in the petition set forth, and that said plaintiff is not entitled to recover more than has already been paid in said settlement. The Court further find that the defendants should pay the costs in this action. It is therefore considered by the Court here that defendant pay the costs in this action and in default of such payment that execution issue therefor. Whereupon the plaintiff excepted and moved the Court for a new trial which motion the Court overruled and plaintiff excepted.

4983 John S. Scheidener vs. C. C. C & A. R. R. Co. } Leave to file Answer. Answer filed & Cause continued.

Thereupon Court adjourned until Monday at one o'clock P. M.

Monday, March 22nd A.D. 1886.

Court convened this P.M. pursuant to adjournment the same officers being present as on Thursday.

4980 — Frank Sudduth, Plaintiff vs. Lizzie Sudduth, Defendant } Court of Common Pleas, Union County, Ohio. — 45-82

Now came the plaintiff and the defendant having been legally summoned by publication and having failed to appear, the Court find her in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by her to be true. The Court also find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceeding the same, and was at the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and willful absence for a period of more than three years and that by reason thereof the plaintiff is entitled to a divorce as prayed for. — 4941

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Frank Sudduth and Lizzie Sudduth be and the same hereby is dissolved and both parties released from the obligations of the same. It is further ordered that the care, custody, education and control of the said children children of the parties hereto be until further ordered confided to the said Frank Sudduth exclusively, and the said Lizzie Sudduth is hereby enjoined from interfearing in any manner with either of said children or with the said Frank Sudduth in his custody of them. But it is hereby ordered that the said Lizzie Sudduth have the privilege of visiting said children at any reasonable time. It is further ordered by the Court that the plaintiff pay the costs of this proceedings and execution is awarded. — 4820

718 — The State of Ohio vs. Charles Ellis } Indictment for Horse Stealing and Grand Larceny. — 4789

This day came the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and his counsel also coming; this cause came on for hearing upon the motion of the defendant to quash the indictment for reasons set forth in said motion and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said motion and the defendant is ordered into custody of the Sheriff until the first day of the next term hereof.

Thereupon said defendant asked the Court to fix the amount of his recognizance herein, and the Court accordingly fix the same at Five Hundred Dollars.

Thereupon Court adjourned until tomorrow A.M. at half past eight o'clock.

Tuesday, March 23rd A.D. 1886.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

45-82 Walter Burns Plaintiff vs. The New York, Pennsylvania and Ohio Railroad Company, Defendant.

This day by leave of Court and the consent of the defendant, the plaintiff is allowed to amend his petition by interlining the words Union County between the words "Richwood" and "Ohio" in the following sentence:- "the said plaintiff further says that he is a resident of the village of Richwood Ohio, through which said village is the line of the said railroad."

4941 John Gibson Admr. vs. Wm B. Smith et. al. Entry of Consolidation

On motion and for good cause shown it is ordered that this case and case numbered 4820- Cornelia A. Taylor vs. Robert B. Smith et. als. in this Court be and they are hereby consolidated and that all further proceedings in said consolidated action be had in and under this case No. 4941, John Gibson Admr. vs. Wm B. Smith et. als.

4820 Cornelia A. Taylor vs. Robert B. Smith et. al. Entry of Consolidation

On motion, and for good cause shown it is ordered that this case and case numbered 4941 (John Gibson Admr. vs. Wm B. Smith et. als.) in this Court be and they are hereby consolidated, and that all further proceedings in said consolidated action be had in and under case No. 4941, John Gibson Admr vs. Wm B. Smith et. als.

4784 Sowder & Bright vs A. & De. Good

This day this cause came on to be heard on the demurrer of the defendant Lydia A. De Good to the petition of the plaintiff and cross petition of Benj. De Good. Whereupon the Court being fully advised in the premises doth overrule said demurrer to which ruling said defendant Lydia A. De Good excepts. Leave is given to defendants to plead within ten days from rising of the Court, and cause continued

Thereupon Court adjourned until tomorrow A. M. at half past eight o'clock

Wednesday, March 24th A.D. 1886.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

5065 O. P. Lemox vs. W. H. Sprague and E. O. Riley

This day came the Plaintiff by A. S. Gardiner Attorney and thereupon came J. S. McCampbell one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiff's petition, the sum of $528.50

It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $528.50 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived. 4969

5017 Erastus Lockwood vs. Elizabeth Saylor et. al.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the defendants although duly served with a summons herein, having failed to answer, demur or in any way object to plaintiffs petition, but made default. On consideration whereof and the Court being fully advised in the premises finds that all the allegations of the plaintiffs petition are true and that there is due to the plaintiff upon and by reason of the note and mortgage set out in the petition the sum of Five Hundred and Ninety-two and 00 Dollars interest being computed to the first day of the present term and that said judgment bear interest at eight per cent. It is therefore considered, adjudged and decreed that unless the defendants pay or cause to be paid unto plaintiff said sum so found due as aforesaid and to the Clerk of the Court the costs of this action within three days from this day, an order of sale issue to the Sheriff of Union County, Ohio, commanding him to cause said lands to be appraised, advertised and sold according to law and that he bring the proceeds into Court to await its further order.

4583 Israel Slack Admr. &c. vs. L. B. Woodburn

This day came the parties hereto and submitted this cause to the Court, whereupon the Court find that there is justly due plaintiff as Administrator de bonis non of the estate of Wm Freshwater from the defendant as Administrator of the estate of Wm Burns the sum of Four Hundred and Sixty-two and 00 Dollars and to that amount defendant should deliver to plaintiff said notes in said petition described. Thereupon the defendant delivered to plaintiff the Reuben Freshwater note amounting to $312.56/100

Wednesday, March 27th A.D. 1886.

and the J. L. Pannetier notes amounting to $137 43/100 and $12 60/100 cash in full of the amount so found due on settlement between the estate of Wm Burns and the estate of Wm Freshwater dec'd and the balance of said notes and cash to belong to the defendant as Administrator of the estate of Wm Burns. As to the account of S. B. Woodbury filed stating the account between the Adm'r of Wm Freshwater and his heirs, it is by consent of parties, withdrawn and all costs and expenses made or paid in relation to said account are omitted leaving the same dismissed without prejudice. All claims of wrongfully detaining said claims by defendant with any design to injure any one is disclaimed by the plaintiff. Wherefore the Court order and adjudge that the defendant within ten days pay the costs of this proceeding taxed to $
No Record to be made.

William H. Crary Treas. &c. }
vs. }
4969
William Turpie, et. al. }

This day this cause came on to be heard upon the demurrer of the plaintiff to the Answer of the defendant William Turpie herein filed and the same was argued by counsel and submitted to the Court, On consideration whereof the Court do sustain said demurrer, and the said defendant William Turpie not desiring to further plead herein and the other defendants being in default for demurrer and answer to said petition the Court find that there is due from said defendant William Turpie to said plaintiff as Treasurer of Union County Ohio the sum of Two Hundred and Two and 92/100 Dollars with six per cent interest thereon from February 22nd 1886. It is therefore considered and adjudged by the Court that said plaintiff William H. Crary as Treasurer of Union County Ohio recover from said defendant William Turpie said sum of Two Hundred and Two and 92/100 Dollars with six per cent interest thereon from February 22nd 1886 and execution is awarded therefor. The Court further find that said sum so found due as aforesaid is a valid lien under the laws for the collection of taxes in this State, on the lands described in plaintiffs petition. It is therefore decreed and ordered by the Court that unless said defendant William Turpie shall, within three days from the entry of this decree pay to said plaintiff as Treasurer as aforesaid said sum of Two Hundred and Two and 92/100 Dollars with six per cent interest thereon from February 22nd 1886, and to the Clerk of this Court the costs herein taxed to $ then an order shall issue to the Sheriff of said County commanding him to appraise advertise and sell said premises as upon execution and bring the proceeds into Court for distribution. Thereupon the said defendant William Turpie gave notice of an appeal of said cause to the Circuit Court and the Court do fix the amount of the appeal bond herein in the sum of one hundred dollars

Wednesday, March 24th 1886.

5066 — C. S. Chapman & Co. vs. J. S. Baldwin

This day came the plaintiff by his attorney, and thereupon came W. T. Hoopes one of the Attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered a appearance of said defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as in alleged in said plaintiffs petition the sum of $214.38. It is therefore considered that said plaintiff do recover of said defendant the said sum of $214.38 so aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived. 5070

717 — The State of Ohio vs. Samuel Benton — Indictment for Arson.

This day came the Pros. Atty, on behalf of the State and the defendant appearing in Court in answer to his recognizance herein and his counsel also coming, also came the following named persons as jurors, to-wit A. S. Turner, John Bonham, S. P. Mitchell, George Young, W. P. Grey, Preston Jolley, Madison Baughman, Jno. Gibson, James Wright, J. E. Davis, J. M. Harrington and Marion Johnson who were duly sworn according to law and the said jury having heard the testimony adduced by the parties the arguments of counsel and the charge of the Court retired to their room in charge of the Sheriff for deliberation and afterwards came the jury conducted into Court by the Sheriff and returned the following verdict in writing signed by their foreman, to-wit:- 4811

The State of Ohio vs. Samuel Benton.

Common Pleas, Union County, Ohio, February Term A. D. 1886

Indictment for Arson.

We, the jury in this case, find the defendant Samuel Benton not Guilty in manner and form as he stands charged in the Indictment.

W. P. Grey, Foreman.

Thereupon said defendant is ordered to go hence without day

4862

Thereupon Court adjourned until tomorrow A. M. at half past eight o'clock

Thursday, March 25th A.D. 1886.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

5070 Plain City Bank, Plaintiff vs. A.J. Greenbaum, Defendant

This day came the plaintiff by A.V. Carpenter attorney and thereupon came T.B. Fulton one of the attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $183 Lo. It is therefore considered that said plaintiff does recover of said defendant the said sum of $183 Lo so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

4811 Alexander Owen, Plaintiff vs. The Board of Education of York Township, Union County, Ohio, Defendant. } Civil Action.

This cause was heard on the motion of the defendant to set aside the verdict heretofore rendered herein and to grant a new trial of this cause. On consideration whereof the Court does overrule said motion, to which ruling the defendant then and there excepted.

It is therefore considered that the plaintiff, Alexander Owen, recover of said defendant, The Board of Education of York Township, Union County, Ohio, the sum of Nine Hundred and Twenty-One and 7/100 Dollars and his costs herein expended, taxed to $ It is further ordered that the defendant, The Board of Education of York Township, Union County, Ohio pay its own costs herein taxed to $ and in default thereof that execution issue therefor, to which judgment and decision the defendant then and there excepted. And on motion of said defendant thirty days from the rising of this Court are granted to said defendant to prepare and file a bill of exceptions herein, and for such purpose, it is ordered that the journal of this Court be kept open.

4862 Eliza Shinneman vs. Maria Wood Executor etc. } Money Only.

Now comes the plaintiff by her Attorneys and the defendant being in default for Answer and demurrer, the Court find that the allegations of the petition are confessed by the defendant to be true - and find that the defendant Maria Wood as executor of Estate of Wm Wood deceased is indebted to the plaintiff Eliza Shinneman in the sum of Two Hundred Two and 7/100 Dollars. It is therefore considered by the Court that said plaintiff recover of from said defendant the said sum of Two Hundred Two and 7/100 Dollars with interest from March 18th 1886 and her costs herein expended taxed at $

Thursday, March 25th A.D. 1886.

707 The State of Ohio vs. Lincoln Davis } Indictment for Selling intoxicating liquors on Sunday.

The defendant having heretofore plead guilty to the crime of selling intoxicating liquors on Sunday was this day brought into Court in custody of the Sheriff and inquired of if he had any thing to say why judgment should not be pronounced against him and showing no good and sufficient reason why judgment should not be pronounced it is therefore considered ordered and adjudged by the Court that the said defendant Lincoln Davis be imprisoned and kept at hard labor in the jail of said County for the period of ten days and that he pay a fine of $5.00 and the costs of this prosecution, taxed at $ for which execution is awarded and to stand committed to said jail until said fine and costs are paid. 45-13

The State of Ohio vs. Jesse Mayo } Indictment for Assault and Battery

The defendant having heretofore plead guilty to the crime of assault and battery was this day brought into Court in custody of the Sheriff and inquired of if he had anything to say why judgment should not be pronounced against him and showing no good and sufficient reason why judgment should not be pronounced it is therefore considered, ordered and adjudged by the Court that the said defendant Jesse Mayo be imprisoned at hard labor in the jail of said County for the period of ten days and that he pay a fine of $5.00 and the costs of this prosecution, taxed at $ for which execution is awarded and to stand committed to said jail until said fine and costs are paid 475-8

4911 Amos Glover vs. Washington Davis et. als. }

This day this cause came on to be heard and it appearing from the evidence, that a few hours prior to the sale of the premises in this case under the former order of this Court, that the defendant Washington Davis wrongfully and unlawfully removed, or caused to be removed from said premises a valuable barn, thereby greatly injuring said premises and reducing the security of the mortgages and that said Washington Davis is wholly insolvent. It is therefore ordered that Marion Hopkins as Sheriff of said County proceed without delay to cause said barn to be replaced in its former position upon the premises from which it was removed and that the expenses incurred by him in carrying out this order be taxed up as a part of the costs in this case.

4853-2 O. W. Huffman vs. Jonathan Beard }

This cause came on for hearing upon the petition in error and the transcript of the proceedings and judgment of N. M. Baldwin a Justice of the Peace for this said County; on consideration whereof the Court find there is no error in said proceedings and judgment, and the said

judgment is therefore affirmed at the cost of the plaintiff in error taxed at $ and execution is awarded therefor. It is further ordered that the Clerk of this Court certify this decision in the premises to the said Justice, that the judgment affirmed may be enforced as if these proceedings in error had not been taken. To all of which rulings and orders of the Court the said C. W. Huffman then and there excepted.

4513 Wm. Penn vs. John C. Ramsey et al. } Consolidated with No. 4975

This day came the parties and on motion this cause is consolidated with No. 4975; which is redocketed and to be carried on under No. 4976. And it appearing to the Court that plaintiff has a judgment lien on the land in the plaintiffs petition described and in the petition of Ohio Farmers described in said cause No. 4975. Therefore it is considered, ordered and decreed by the Court that if said John C. Ramsey fail for three days to pay said judgment in said petition described that an order of sale issue to the Sheriff commanding him to appraise, advertise and sell according to law the lands in both of said petitions described and bring the proceeds of such sale into Court for destribution.

4975-8 Elizabeth Lee, Plaintiff vs. Jacob C. Lee, Defendant. }

This cause came on for hearing on the petition of Plaintiff Elizabeth Lee, Answer of defendant Jacob C. Lee and the evidence and argument of counsel and was submitted to the Court, on consideration whereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as set forth in said petition. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty as charged in plaintiffs petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Elizabeth Lee and Jacob C. Lee be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody care and education of the child Minnie M. Lee be until further order confided to the said Elizabeth Lee exclusively and that the said Jacob C. Lee be injoined from interfering in any manner with the said child. And as to the other minor children of the parties to-wit: James C. and Charles E. Lee no order is now made as to their guardianship. The Court further find that the said Elizabeth Lee is in possession of the household furniture and goods heretofore in the possession of both of said parties as also one buggy. And it is further ordered by the Court that she hold possion and enjoy exclusively all said property as her own separate property. And the said Jacob C. Lee is hereby enjoined from interfering in any manner with the same. But it is hereby ordered that the said Jacob C. Lee have the privilege of visiting the said Minnie M. at such times as may be reasonable and proper. and violation of this privilege by the party may be reported to this Court. It is further ordered by the Court that the plaintiff Elizabeth Lee pay all the costs of this Divorce suit except the witness fees of J. P. McConnell

Thursday March 25th A.D. 1886

T. Ames and L. Ames witnesses called by him but not examined - Also that he pay the costs of the depositions of witnesses taken by him in this case before H. C. Black Notary public of Madison County Ohio and also the costs made on the injunction and attachment.

March 25th 1886.

The Court this day allowed and ordered to be paid W. S. Smith the following bill, to-wit:-

Furnishing meals in Court House to Jury in case of

Alex. Owens vs. Board of Education of York Township.

March 4th 1886,	Dinner	7.50
" " "	Supper and extra	8.00
" 5th "	Breakfast	7.50
" " "	Dinner and extra	8.00

In case of Adelia Poling vs. John Brown

March 5th 1886,	Supper	7.50
" 6th "	Breakfast and Extra	8.00

Attest J. R. Bruegger Clerk.

4906

Alice Gibson et. als. Plaintiffs
vs.
Albertus Longnecker et. al. Defendants.

In Union Common Pleas, Ohio.
Action in Partition.
Journal Entry of Confirmation, Distribution &c.

On motion of the Plaintiff and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser, John Powers in fee simple. It is further ordered that out of the proceeds of said sale the Sheriff pay:-

First: To the Treasurer of Union County, Ohio, $ being taxes due and unpaid on said premises.

Second: To the Clerk of this Court the costs of this action, including a counsel fee of $33.31/100 to Brodrick & McCampbell for their services herein, taxed at $

Third: To Jacob D. White, Guardian of said Albertus Longnecker who is the assignee of the mortgage of the said defendant J. W. Robinson the sum of $ with interest thereon at 8% from October 23rd 1885, to-wit: the total sum of $ 5030

Fourth: And of the residue of the proceeds of said sale to plaintiff Alice Gibson, one fourth of the cash proceeds, to-wit, the sum of $ and also one fourth of the notes for the deferred payments.

To the said defendants, Albertus Longnecker, Jennie Longnecker, and Eliza O. Longnecker, each one-fourth of the cash proceeds to-wit: the sum of $ and also one fourth of the notes for the deferred payments.

The said guardian Jacob D. White, having received the sum of $70.00 as rent for said premises in the year 1885, and having paid taxes on said premises, to-wit: the sum of $ it is further ordered by the Court that said guardian apply the residue of said rent, to-wit: the sum of $ as a payment on the said mortgage.

Thursday, March 25th A.D. 1886.

4879 J.L. Lewis vs. Mary E. Thomas, et. al.

This day this cause came on for hearing, and the same was submitted to the Court on the pleadings, agreed statement of facts and argument of Counsel On consideration whereof the Court find that there is due from the said defendants to said plaintiff on the notes set forth in plaintiffs petition the sum of Seven Hundred and Fifty and 92/100 Dollars. It is therefore considered and adjudged by the Court that the said plaintiff do recover from said defendants the said sum of Seven Hundred and Fifty and 92/100 Dollars with six per cent interest thereon from February 22nd 1886 and his costs herein expended taxed to $ and execution is awarded therefor. The Court further find that said defendants Mary E. Thomas and Griffith Thomas to secure said notes executed and delivered to W. E. Benton their mortgage deed as set forth in said petition and on the premises therein described: that said mortgage is the first and best lien on the premises described in the petition. The Court further find that said W. E. Benton duly assigned and transferred all his right, title and interest in and to said mortgage to said plaintiff and that said plaintiff is now the legal owner and holder thereof. The Court further find that the condition of defeasance in said mortgage has been broken and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed. The Court further find that the said defendants are entitled to counter claim against the foreclosure of said mortgage the sum of Thirty Nine and 60/100 Dollars. leaving the amount due on said mortgage (independent of the judgment heretofore rendered herein) in the sum of Seven Hundred and Eleven and 32/100 Dollars. It is therefore considered, ordered and decreed by the Court that unless the said defendants shall within one day from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs in this case, and to said plaintiff the sum of Seven Hundred and Eleven and 32/100 Dollars, with interest at six per cent, from the 22nd day of February 1886, according to the terms of said mortgage deed, the defendants equity of redemption be foreclosed, and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County, Ohio, directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

5030 O. E. Lincoln & Co. vs. E. P. Houghton Admr. &c. et. al.

This day this cause came on for hearing on the demurrer of the plaintiff to the first defense set forth in the answer of said defendant Michael O'Brien and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said demurrer. To which ruling of the Court the said defendant by his attorneys then and there excepted Thereupon on application by said defendant leave was granted him to file an amended answer herein by April 1st 1886.

Thursday, March 25th A.D. 1886.

William A. Hickman as Executor of
H. J. Hickman decd. Plaintiff.
vs.
William Kightlinger, Defendant.

This cause now coming on for hearing on the Cross-Petition of the Home Building and Loan Association Company and the evidence the Court find that the defendants F. F. Hazen and Sarah E. Hazen his wife and W. L. Hazen and Julia A. Hazen his wife and Wm Kightlinger and Henrietta Kightlinger his wife have been duly served with summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true, and that there is due said Home Building & Loan Association Company defendant from F. F. Hazen defendant on the two promissory notes set forth in the Cross-Petition of said Association with interest to the 10th day of March 1886 the sum of Eight Hundred & Fifty Dollars. The Court further find that in order to secure the payment of said notes the said defendants F. F. Hazen and Sarah E. Hazen his wife executed and delivered to said The Home Building and Loan Association Company, defendant their two certain mortgages as in its Cross-petition described and on the premises therein described; that said mortgages were duly recorded in Vol. 18 page 187 Vol 1 page 303 B. & L. Mtg Record of the Records of Mortgages of Union County, Ohio and are good and valid and first liens on the premises described in plaintiffs petition and in said Associations Cross-petition and that the conditions in said mortgages have been broken. It is therefore considered by the Court that the said The Home Building & Loan Association Company defendant recover from the said defendant F. F. Hazen the sum of Eight Hundred and Fifty Dollars and his costs herein expended. And the said F. F. Hazen and Sarah E. Hazen his wife having on the 16th day of Nov. 1881 conveyed said premises to W. L. Hazen and W. L. Hazen and Julia A. Hazen his wife having on the 18th day of Aug. 1883 conveyed said premises to William Kightlinger defendant it is further adjudged and decreed that unless the defendant William Kightlinger shall within one day from the entry of this decree pay or cause to be paid to the Home Building and Loan Association Co defendant the sum of $12.75 and on the 18th day of June 1886 $62.00 and on the 10th day of September 1886 $61.25 and on the 10th day of December 1886 $60.50 and on the 10th day of March 1887 $59.75 and on the 10th day of June 1887 $59.00 and on the 10th day of September 1887 $58.25 and on the 10th day of December 1887 $57.50 and if the said defendant William Kightlinger shall fail to pay any one of said several sums named on the day which it becomes due and payable as aforesaid the said defendant William Kightlingers equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

4812

Julia A. Chapman et. al. By their
Guardian Jason N. Chapman
vs.
Sarah Whitley et. als.

Partition

This day came on this cause to be heard on the report of the Commissioners in partition and the said

report and proceedings being found to be correct the same are hereby confirmed and approved and the Court order that said Mary Whitley hold during her life as her dower the 26 and 23/100 acres marked on said plat as dower - And that said William Whitley hold as his share of said land the two lots of 20 20/100 acres marked Wm Whitley free of dower and the 13 47/100 acres free of dower but the 13 47/100 acre lot to be held and used as their own by said Julia A. Chapman, Raymond Chapman and Mary J. Chapman during the life of Sarah Whitley aforesaid and that said Julia A. Chapman, Raymond Chapman and Mary J. Chapman have and hold as their share of said 100 acres the balance of said farm that is to say 13 47/100 acres during the life of said Sarah Whitley and said 40 40/100 acres clear of dower in fee simple and the 26 23/100 acres subject to the right of possession of Mary Whitley as her dower in the whole of said 100 acres and the said mortgagees who are parties to this proceeding and hold a claim on the two fifths of said farm now set off to Wm Whitley are by the Court ordered and decreed to have and to hold their said mortgages in said 20 20/100 acres and the said 13 47/100 acres and that the balance of said farm be and the same is to remain unincumbered thereby. The Court further order that the costs including an Attorney fee of $63 75/100 to Robinson & Pipes be paid by the said parties in the proportions following to-wit:- Two-fifths thereof by Wm Whitley and three fifths by the said Julia A. Chapman, Raymond Chapman and Mary J. Chapman within ten days and if default be made thereof the same are made the the first lien on said land and an order of sale issue by any of the parties interested therein

H. C. Fenner, Plaintiff
vs.
W. P. Price, Defendant.
} In Union Common Pleas.

This day came the parties herein by their Attorneys; also came the following named persons as jurors to-wit:- John Bonham, S. P. Mitchell, Geo. Long, Preston Colley, Madison Baughman, James Wright A. L. Turner, J. E. Davis, J. A. Fry, Richard Ansley, John Nicely and John A. Phillips who were duly impanelled and sworn according to law. And thereupon after hearing the evidence, argument and charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation. And now came said jury with their verdict into Open Court and say: We, the jury on the issue joined find for the defendant. It is therefore considered by the Court that the said defendant go hence without day and recover from the plaintiff his costs herein expended taxed to $

Thursday March 25th A.D. 1886.

3016 Cyrus Zimmerman Admr &c. Plaintiff
vs.
Sarah Bailey et. al. Defendants

This day this cause came on to be heard upon the petition of plaintiff, and the Answers of Isaac Leonard, A. T. Carpenter and Rachael Huffman, and the evidence adduced in the case. On consideration whereof the Court do find that it is necessary to sell the real estate of the deceased, described in plaintiffs petition to pay the debts of said estate, and the liens upon said property, except the part of the Lot No. 47 in the village of Unionville Center, described in plaintiffs petition It is therefore ordered and adjudged that the plaintiff as such Administrator proceed to appraise, advertise and sell all the real estate described in plaintiffs petition (except said part of the Lot No. 47) according to law and to make return of said sale according to the Statute in such case made and provided, And the Court appoint as Appraisers, Andrew Brown, George Stevens and Clark Robinson. It is further ordered and adjudged that said Administrator sell said real estate in one body, or in the different tracts or two or more of the tracts together as described in plaintiffs petition, as will best be to the interests of said estate, and that in the appraisement the land be appraised first as one tract and also in the separate tracts described in plaintiffs petition. And the Court further finds the allegations set forth in the Answer of Rachael Huffman to be true and the equities of the case are with her

It is therefore ordered and adjudged that said deed made by Rachael Huffman to said John P. Bailey on the 30th day of September 1882 for said part of the Lot No. 47 in the village of Unionville Centre in said County of Union be and the same is hereby set aside, annulled and held for naught and that the title to the same revest in fee simple in the said Rachel Huffman, And it is further ordered that the joint Answer of John H. Kilbury and A. E. Stalzel be withdrawn by them from the files in this case, and that said John H. Kilbury and A. E. Stalzel be dismissed from the case without prejudice to any right or right of action that they or either of them may have upon their mortgage and claim against said part of the Lot No. 47. The sale of the above mentioned tracts of land is ordered to be made upon the premises. That as to the question of distribution of the proceeds of said sale, the priority of mortgage liens and all other questions not herein described and determined this cause is continued.

4804

4813

4917

717

Thursday March 25th A.D. 1886.

George Gibson
vs.
Edgar Rogers et al.

This day this cause came on to be heard upon the pleadings and the evidence. On consideration whereof and the Court being fully advised in the premises finds that said plaintiff is the owner and entitled to the possession of the premises described in the petition for which a writ of possession is awarded to plaintiff. By agreement of parties execution is to be stayed until April 15th 1886, all at the costs of defendants taxed at $ for which execution is awarded.

Wm. W Hill Assignee
4804 vs.
Alex. Reed et al.

This cause is continued at plaintiffs costs for this term. It is therefore considered that said Wm. W Hill as Assignee of A. J. & S. Wm Blake pay the costs of this term herein taxed to $

Peoples Bank
4815 vs
John Stobel
Settled and Costs paid

Matthew Longwell
4917 vs.
B. F. Haines
Leave to file Petition and same filed. Leave to Answer in 30 days.

State of Ohio
717 vs
Samuel Benton
Indictment for Arson. The Court this day allow and order paid to W. T. Hoopes Esq. the sum of $35.00 for his services herein in assisting the Pros. Atty.

Thursday, March 25th A.D. 1886.

R. A. Slick
vs.
P. G. Waynegar

This day this cause came on to be heard on motion of the plaintiff to set aside the verdict and for a new trial herein, Whereupon the Court being fully advised in the premises overrules said motion, to which plaintiff excepts. It is therefore considered and adjudged by the Court that the plaintiff recover from the defendant said sum of $15.00 being the amount heretofore found due him by the verdict of said jury, and it is further ordered and adjudged that the plaintiff pay the costs by him herein made, not heretofore taxed against said defendant, and that said defendant pay all the costs by him herein made including the costs adjudged against him heretofore on continuances and in default thereof for three days execution issue against the party in default. To which judgment ex. plaintiff for cost the plaintiff also excepts. It is further ordered that the records of this Court be kept open for 30 days from the rising thereof for the purpose of allowing and filing a bill of exceptions herein by said plaintiff.

4832

Homer Thrall, Plaintiff
vs.
Andrew Schmelzer, Lucy Schmelzer and J. J. Finley, Defendants.

April 7th 1886.

This cause now coming on for hearing on the petition and the evidence, the Court find that the defendants have been duly served with summons in the case and that said defendants are in default for answer or demurrer, and that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiff from the said defendant Andrew Schmelzer the sum of $32.45 on the first day of this term of Court on which said day defendants made a payment thereon of $15.00 leaving a balance of $17.45 due plaintiff with interest thereon from the 22nd day of Feb. 1886. The Court further find that in order to secure the payment of the note set out in the petition as well as the interest thereon defendants Andrew Schmelzer and Lucy Schmelzer his wife executed and delivered to said plaintiff their mortgage deed on the premises described in said petition, that said mortgage was duly recorded in Book 17 Page 636 in the Records of Mortgages of Union County and is a good and valid lien on said premises and that the conditions of said mortgages have been broken. It is therefore adjudged and decreed that unless said defendants shall within five days from the 7th day of April 1886, pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with the interest thereon the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County, Ohio, commanding him to appraise advertise and sell said premises as upon execution at law and bring the proceeds of said sale into Court for further order.

5078

4873

Court convened this P. M. pursuant to adjournment the same officers being present as on March 26th.

4832 Fullington & Phillis vs. Robert W. Thompson et al

On motion of the defendant Benjamin H. Warder and on producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Benjamin H. Warder by deed according to law the property so sold, and a writ of possession is awarded to put said purchaser in possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to $11727.40 it is ordered that the Sheriff out of the money in his hands pay:-
First, To the Treasurer of this County the taxes, penalty and interest against said property, to-wit, the sum of $
Secondly, The costs of this action taxed at $
Thirdly, To the defendant Benjamin H. Warder the balance in his hands to applied on the amount heretofore found due him with interest, to-wit, the sum of $11,362.30 with eight per cent interest thereon from the 19th day of October 1885

5078 J. W. Robinson vs. George Beckley & J. L. Beckley

This day came the plaintiff by himself in person and thereupon came H. T. Arthur one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to plaintiff as is alleged in said plaintiff's petition, the sum of $251.46/100. It is therefore considered that said plaintiff do recover of said defendants the said sum of $251.46/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

4873 William Whitley vs. J. J. Finley — Continued on motion to set aside verdict and for new trial.

Thereupon Court adjourned until tomorrow A. M. at half past eight o'clock

Wednesday, April 7th A.D. 1886.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

4877 Henry Evans vs. William Murphey

This day this cause came on to be heard upon the demurrer of the defendant to the petition of plaintiff and was argued by counsel, On consideration whereof the Court do sustain said demurrer, Thereupon plaintiff asked and obtained leave to amend his petition in 20 days from the rising of Court and this cause is continued.

3-03-5- State of Ohio vs. Jas. M. Walcutt et. al.

This day this cause came on to be heard on the demurrer to the petition, whereupon the Court being fully advised in the premises overrules said demurrer. Thereupon this cause was further heard on motion of defendant to dismiss this action which motion the Court overrules. 4753

4911 Amos Glover Plaintiff vs. Washington Davis, et. al. Defendants } Union Common Pleas.

This cause being heard on the motion of defendant, Washington Davis to set aside the order heretofore entered at this term directing the Sheriff to return and move back the barn to the premise from which it was removed, The Court on consideration thereof grant the same; And the said order is accordingly set aside. 718

(2) The Court this day allows and orders to be paid to O. M. Dyson the sum of $10.50 for furnishing three meals for Jury.

Attest- J. D. Burgner, Clerk.

Oct The Court this last allows and orders to be paid to Marion Hopkins, Sheriff of Union County, Ohio, the following bill, viz:-

For serving 65 Grand Jury witnesses - - -	$6.50
" making 65 Copies " " " - - -	6.50
" 872 miles travel	67.36
John Nicely 2 days attending Grand Jury	4.00
M. Hopkins attending Court 28 days	56.00
A. H. Goodwin " " 12 "	24.00
F. T. Wall " " 16 "	32.00
Total	$196.36

4911

Attest- J. D. Burgner Clerk.

Wednesday, April 7th A.D. 1886.

Samuel McAllister
vs.
The Western Union Telegraph Company

This day came the parties in this cause and waived a jury and this cause came on to be heard by the Court upon the pleadings and evidence and was argued by Counsel and afterward by leave of the Court and upon notice to defendant the plaintiff submitted other and additional testimony in said cause, namely the deposition of R. Williams and being fully advised in the premises the Court finds upon the issues joined for the plaintiff and that he is entitled to recover his damages from the defendant. Whereupon the Court assesses his damages at $79.15 and defendant having filed a motion for new trial and the same being heard the Court on consideration overrules the same, to all of which the defendant excepts. It is therefore considered by the Court that the plaintiff Samuel McAllister recover from the defendant the Western Union Telegraph Company the said sum of $79.15

4753 E. A. C. Gill
vs.
Trustees of Claiborne Township

This day this cause came on to be heard upon the demurrer of the defendants to the petition, was argued by counsel and the Court being fully advised in the premises do over rule said demurrer, and the defendant was granted leave to answer by May 1st 1886 and cause continued.

718 The State of Ohio
vs.
Charles Ellis
Indictment for Horse Stealing and Grand Larceny.

This day came the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, and his counsel also coming, thereupon the Court do set aside and vacate the former order of this Court granting the indictment and thereupon the defendant retracted his former plea of not guilty heretofore entered herein, and being arraigned on said indictment for plea thereto saith he is "guilty". Thereupon the defendant being asked if he had anything to say why sentence should not be pronounced against him and having nothing to say. It is therefore considered, ordered and adjudged by the Court that the said defendant Charles Ellis be imprisoned in the penitentiary of this State at hard labor for the period of one year (one fourth of the time in solitary confinement), and that he pay the costs of prosecution and execution is awarded therefor.

4941 John Gibson Admr. Plaintiff
vs.
Wm. B. Smith et. al. Defendant

On motion leave was granted to Margaret Smith defendant to file Answer to Cross petition of Sarah Evans defendant, in 20 days from rising of Court.

Wednesday, April 7th A.D. 1886.

John Gibson Admr.
4941 vs.
Wm B. Smith et. al.

On motion of plaintiff he is authorized in case the lands fail to sell, to rent the same, the proceeds to be accounted for as assets of the estate, and cause continued under former order with the above additions

Amos Glover
4911 vs.
Washington Davis et al.

This day this cause came on to be heard upon the answer and cross petition of the Woodstock Bank and the defendants having failed to answer, demur, or otherwise object to said answer and cross petition, the Court finds that the allegations in said answer and cross petition are true and that there is due to said Woodstock Bank, interest being computed to the first day of this term on the note and mortgage mentioned in said answer and cross petition the sum of twelve hundred and nine dollars and that the said Woodstock Bank is entitled to have said land sold for payment of said sum if not paid in 5 days from this date. for which amt of $1209 judgment is hereby awarded against defendant Davis

Amos Glover
4911 vs.
Washington Davis et. al.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court and the Court, on careful examination of the the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said sheriff convey to the purchaser Samuel A. McAdow by deed according to law the property so sold, and the said purchaser is hereby subrogated to all the rights of the said lien holders, in said premises, so far as they may be paid herein for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises. And it appearing to the Court that the defendant Washington Davis has removed the barn that was situated upon the premises since the order of sale has issued herein, all questions and rights that the purchaser may have against Washington Davis in the premises are reserved for the future consideration of the Court.

And the Court coming now to distribute the proceeds of said sale amounting to $3670.87, it is ordered that Sheriff out of the money in his hands pay:-

1st To the Clerk, the costs herein taxed at $

2nd To Amos Glover plaintiff the amount of his lien for taxes, amounting to $117.91

3rd To Amos Glover the amount of the his decree and the notes secured by the mortgage being $3102.36

4th To the Woodstock Bank the balance in his hands to be applied on his decree herein, leaving the sum of $821.95 due the Woodstock Bank for which execution is hereby awarded.

5002

5002 Frank A. Bellus
vs.
Robert F. Cross, et. al.

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed, and the said sheriff is ordered by deed duly executed to convey said premises to the purchaser, J. W. Robinson free of the dower of the said Phoebe Y. Cross. And the said Phoebe Y. Cross having by her answer elected to receive in lieu of her dower its value in money, the Court find the just and reasonable value thereof to be Sixteen Hundred and Ninety-Seven and $^{04}/_{100}$ Dollars, It is further ordered that out of the proceeds of said sale the Sheriff pay, First to the Treasurer of Union County Sixty Two and $^{72}/_{100}$ Dollars, being the taxes and penalty due on said premises.
Secondly: To the Clerk of this Court the costs of this action including a counsel fee of Two Hundred and Seventeen and $^{84}/_{100}$ Dollars to Cameron & Woodburn for their services in all herein taxed at $319.^{26}
Thirdly: To the said Phoebe Y. Cross the said sum of $1697.^{04} as and for her full dower interest in the said premises to be paid as follows: $565.^{68} cash, Two notes due in one and two years each calling for $565.^{68} with interest.
Fourthly: And of the residue of the proceeds of said sale to the plaintiff Frank A. Bellus one twenty eighth of the cash proceeds to wit the sum of $166.^{33} Also two notes due in one and two years each calling for $179.^{61}
To the said defendant Mabel Bellus one twenty-eighth of the cash proceeds, to-wit:- the sum of $166.^{33}. Also two notes due in one and two years each calling for $179.^{61}
To the defendant Harriett D. Bellus one twenty eighth of the cash proceeds, to-wit $166.^{33} Also two notes due in one and two years each calling for $179.^{61}
To the defendant Charles E. Bellus, one twenty-eighth part of the cash proceeds to-wit the sum of $166.^{33} Also two notes due in one and two years, each calling for $179.^{61}
To Rosa L. and John R. Cross one seventh of the cash proceeds to-wit the sum of $665.^{30} Also two notes due in one and two years each calling for $718.^{44}
To Marietta Park one seventh of the cash proceeds, to-wit: the sum of $665.^{30} Also two notes due in one and two years each calling for $718.^{44}
To Elizabeth Nash one seventh of the cash proceeds, to-wit: the sum of $665.^{30} Also two notes each calling for $718.^{44} due in one and two years.
To Robert F. Cross one seventh of the cash proceeds to-wit: the sum of $665.^{30} Also two notes each calling for $718.^{44} due in one and two years.
To Harriett H. Cross one seventh part of the cash proceeds to-wit the sum of $665.^{30} Also two notes due in one and two years each calling for $718.^{44}
Also the Court find there is due George P. Cross out of the cash proceeds to-wit:- the sum of $665.^{30} also the sum of $1436.^{88} to be paid in two equal payments due in one and two years.
It is further ordered that the Sheriff pay to George W. Court the amount due George P. Cross out of the cash proceeds $665.^{30} Also note due in one year calling for $517.^{73} being the amount including costs, due in full as set forth in answer of George W. Court Admr. of the estate of Daniel G. Cross against George P. Cross, = And there is still due said George P. Cross from the estate of Daniel G. Cross the sum of $919.^{15} to be paid as follows, One note calling for $200.^{00} due in one year. Also note calling for $718.^{44} due

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in two years - All of said notes to bear six per cent interest from 1886
And it appearing that R. L. James sowed some wheat on said farm
during his lease without any arrangement with the owners of the land
and said purchaser agreeing to let said James have his reasonable share of
the said wheat when harvested, the balance is to belong to said purchaser of
the land if he shall not plow up the land sown in wheat.

4976 Sarah A. Clevenger
vs.
John S. Fleck et al.

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceeding and sale are hereby approved and confirmed and the sheriff is ordered by deed duly executed to convey said premises to the purchaser Josephine Hoge. It is further ordered that out of the proceeds of said sale the Sheriff pay:-
First, to the Treasurer of Union County $1.[29/100]
Secondly, to the Clerk of this Court the costs of this action including a counsel fee of $30.[12] to Cameron & Woodburn for their services herein, in all taxed at $73.[41]
Thirdly, and of the residue of the proceeds of said sale to the plaintiff Sarah A Clevenger one fifth of the cash proceeds to-wit: the sum of $35.[36] Also two notes each calling for $50.[40] due in one and two years.
To the said defendant John S. Fleck one fifth of the cash proceeds, to-wit $35.[36] Also two notes of $50.[40] each due in one and two years
To the said Fredrick B. Fleck one fifth of the cash proceeds, to-wit the sum of $35.[36] Also two notes each calling for $50.[40] due in one and two years.
To William H. H. Fleck one fifth of the cash proceeds, the sum of $35.[26] also two notes each calling for the sum of $50.[40] due in one and two years.
To James P. Fleck one tenth of the cash proceeds, in the sum of $17.[65] Also two notes each calling for $25.[20] due in one and two years.
To Martha J. Fleck, one tenth of the cash proceeds in the sum of $17.[65] Also two notes each calling for $25.[20] due in one and two years - all of said notes to bear six per cent interest from April 6th 1886, to be secured by mortgage upon said premises

4513 Wm Penn
vs.
John C. Ramsey

This day this cause came on to be heard upon the motion of defendant to set aside the sale made herein, on consideration whereof and the Court being fully advised in the premises finds that said motion is well taken. It is therefore considered and adjudged that said sale be and the same is hereby set aside.

5067 J. W. Robinson
vs.
W. H. Moore, Leander Bazzard and others

This day came on this cause to be heard on the motion of plaintiff to appoint a Receiver of the land in the petition described to take possession and rent said land pending suit; Whereupon the Court finding due notice of said motion had been given to defendants and that there is good ground for such appointment do sustain said motion and appoint Marion Hopkins the Sheriff of this County to act as such Receiver and take possession and rent said land pending this action and report the proceeds as the Court may order and all of the defendants are enjoined to yield said possession as demanded of said Receiver under the penalty of Contempt of Court.

4415 O. T. Elliott Admr. of the Estate of Lideral Ford
vs.
Lucinda Ford et. al.

This day on motion of plaintiffs counsel and no one objecting, the plaintiff is authorized and directed by the Court to take possession of the land in said petition described and rent and control to such person as he may judge best, the said land until further order of the Court and all defendants are enjoined to yield said possession on the demand of said Administrator under the penalty of Contempt of Court.

4865 Charles W. Sparks
vs.
Mary J. Sparks

Now came the plaintiff and this defendant having been duly served with summons and a copy of the petition herein and having failed to appear, the Court find Mary J. Sparks in default for answer and demurrer to said petition and find that the allegations thereof are confessed by her to be true. The Court also find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona-fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find, upon the evidence adduced that the defendant has been guilty of Adultery as set forth in said petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Charles W. Sparks and Mary J. Sparks be, and the same hereby is dissolved and both parties are released from the obligations of the same. It is further considered by the Court that the plaintiff pay the costs of this proceeding and execution is awarded.

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Robert H. Thompson & James Thompson
Partners as R. H. Thompson & Co.
vs.
John D. Bryson & Lyda Ann Catherine Bryson

4703

This day came the Plaintiff by T. B. Fulton Attorney, and thereupon came E. E. Cole one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said Plaintiff's petition the sum of $128.33. It is therefore considered that said plaintiff do recover of said defendant the said sum of $128.33 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

4875

3616

M. L. Stewart
vs.
Job. E. Stevenson

An Foreclosure.

This day this cause came on to be heard upon the answer and cross petition of Edward O. Stevenson, all other matters in this case having been settled by the parties, the defendant Job E. Stevenson having failed to answer or demur to the answer and cross petition of the said Edward O. Stevenson and the Court being fully advised in the premises do find the allegations of the answer and cross petition of Edward O. Stevenson to be true. And that the said Edward O. Stevenson did on the 18th day of January A.D. 1876 buy at regular tax sale the land in the petition described and that he paid therefor the sum of $7.34 60 to the treasurer of said County the said sum of $7.34 60 that said Edward O. Stevenson did on the 4th day of October 1878 pay the Auditor of said County ten dollars for making survey of said land for deed $1.25 and for recording same $1.00 making sum of $12.25 paid on said 4th day of October 1878. And that the said Auditor did make execute and deliver to said Edward O. Stevens a deed for said premises. And further the Court find that the said Edward O. Stevenson paid tax of 1877 in the sum of $139.59 and also paid tax of 1878 in sum of $151.67 and that there is now due by reason of the premises ~~and after deducting the sum of~~ $ leaving balance now due $1645.15/100 On consideration whereof the Court do order adjudge and decree that unless the said Job E. Stevenson shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and the said Edward O. Stevenson herein the said sum of $1645.15 with interest from the 6th day of April A.D. 1886 said premises shall be sold as upon execution at law and that an order of sale issue therefor to the Sheriff of said County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to the Court for further order. It is further ordered adjudged and decreed that in case the said Job. E. Stevenson shall pay the sums herein before directed to be paid before sale made by Sheriff of said premises then and in that case that the said Edward O. Stevenson make, execute and deliver to the said Job E. Stevenson a good and sufficient quit-claim deed for said premises immediately, but in case of the failure,

4353

neglect or refusal of the said Edward O. Stevenson to make such deed then and in that case this decree of this Court stand for and take the place of such deed in every respect as fully and completely as if the said Edward O. Stevenson should or would have made such deed of conveyance.

4703 Morris B. Thompson et. al. Plaintiffs
vs.
J. J. Miller et. al. Defendants.

This day this cause came on to be heard on the demurrer to the answer of the defendants the bondsmen of said J. J. Miller Ex. Sheriff of Union County Ohio, and the Court on consideration thereof sustains said demurrer. Thereupon the defendants excepted to said ruling and asked and obtained leave to file an amended answer within thirty days from this date and this cause is thereupon continued.

4875 Carrie Gamble, Plaintiff.
vs.
Emma Gamble et. al. Defendants

This day this cause came on to be heard upon the amended petition of the plaintiff and the answer of the defendants, and the agreement of facts, submitted in this case, and the evidence, and the Court being fully advised in the premises do refer the matter to a Master Commissioner Therefore T. B. Fulton was agreed upon as a special Master Commissioner, who is required and is hereby empowered to find the value of all personal property taken by the said Carrie Gamble as the widow of Robert Gamble deceased, belonging to the estate of said Robert Gamble deceased, at the time she took the same, at and after his death, and to find the value of dower in the 12 acres deeded by Robert Gamble and his wife to Leroy Baughman and wife. Also to find the value of her dower in money in all that part of the Gamble estate deeded to George Gamble, Emma Gamble and Anna Gamble, less the interest of the Rogers heirs, to-wit:- 1/7 part in the 63 acre tract deeded to George Gamble by the said Robert Gamble deceased. Said Master is also to find the value in money of the 13 acres upon which the plaintiff now lives being that part deeded by Leroy Baughman and wife to the said Carrie Gamble and Rachael Harriman - Said Master Commissioner having full power to compel the attendance of witnesses and to hear sworn evidence if necessary as to any of the values above mentioned, and to report his finding of said values on or before the first day of the next term of this Court. The plaintiff has leave to amend her petition within 20 days from the rising of the Court, and as to all other questions and matters this cause is continued.

4358 Clara Moffet
vs.
James O. Gamble et. al.

This day this cause came on further to be heard as to the distribution of the proceeds of said sale; and the Court find that of the proceeds of said sale that George Gamble is entitled to the six-seventh (6/7) part thereof after paying said taxes and costs to-wit: $363.49 of the down payment and the 6/7 part of the notes for the deferred payments. The Court further finds that

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the deed to said George Gamble for said tract of land was a gift deed from his father Robert Gamble Sr. dec'd. and was without consideration other than blood and affection, and that said Robert Gamble was largely in debt when he executed said gift-deed and consequently said land together with other gift-deeds of said Robert Gamble is liable for the debts of the estate of said Robert Gamble Sr. which existed at the time of the execution of said deeds; and it appearing by the certificate of the Probate Court, that the probable indebtedness of the estate of said Robert Gamble Sr. deceased, together with the expenses of administration is as nearly as can now be ascertained the sum of $1209.61 It is therefore ordered that the interest of said George Gamble in the down payment and the securities for the defered payments to the amount in all to said sum of $1209.61 be paid over to E.W. Porter as administrator of the estate of said Robert Gamble Sr. deceased. It is further ordered that said Administrator, after paying the expenses of administrator up to this time and the proportion of the said tract of land, on the expenses of the last sickness of said Robert Gamble Sr. retain the balance of said $1209.61 until the dower case of Carrie Gamble vs. Laura Gamble and others is disposed of and for that purpose this cause is continued.

5009 — D. Mulford vs. Henry Hudson et. al.

This day came on this cause to be heard on the motion to confirm the sale of the land to Henry Hudson and it appearing that the quantity of land is 33 acres and that all of the proceedings are regular and in conformity with law it is ordered by the Court that said sale be confirmed and the Sheriff required to execute to said purchaser a deed in fee simple for said land in the petition described. And the Court order that the taxes due on said land be paid amounting to $6.$^{57}/_{100}$ out of the purchas money and the costs of these proceeding including an Attorney fee of $57.$^{67}/_{100}$ to Porter & Porter and Robinson & Piper in the proportion of the several shares of said land owners and the balance of the cash payment be paid to the parties in the proportions and the notes and mortgage for the two defered payments in one and two years from April 6th 1886 with interest be executed to said parties in the same proportions. All rights as to back rents and as to claims for interest on judgement for value of improvements under the occupying claimants proceedings are reserved to the parties. 4361 4839

5007 — D. Mulford vs. John H. Preston et. als

This day came on this cause to be heard on the motion to confirm the sale of the land to David Mulford and it appearing that the quantity of land is 80 acres and that all of the proceedings are regular and in conformity with law. It is ordered by the Court that said sale be confirmed and the Sheriff of this County be required to execute to such purchaser a deed in fee simple for said land in said petition described. And the Court order that out of the cash payment the Sheriff pay the taxes on said land Amounting to $41.$^{42}/_{100}$ including the $2.$^{87}/_{100}$ penalty, and the costs of this proceeding including an Attorney fee of $97.$^{00}/_{100}$ to Porter & Porter and Robinson & Piper to be borne in the proportion to their severed interests in said land and that the balance be paid by him in the same proportion 4915

to said parties and the notes and mortgage for the two deferred payments with interest from April 6th 1886 be made to said several parties in the same proportions All rights as to back rents and as to claims for interest on the judgment for improvements under the occupying claimant proceedings are reserved to the parties.

Martha Finley
vs.
J. J. Finley
} Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard and by agreement the same is hereby continued upon the terms following:- The defendant to pay all costs made since the last term of said Court including the costs of this term of said Court and on the 1st day of May A.D. 1886 pay to the plaintiff $25.00 Alimony pendente lite. It is therefore considered ordered and adjudged that the plaintiff pay the said costs taxed to $ and to the plaintiff $25.00 on the 1st day of May A.D. 1886 and in default thereof that execution issue therefor.

Samuel McAllister
vs.
The Western Union Telegraph Co.
}

This day on motion of the defendant the Court order the Journal of this term to be kept open for 30 days for the purpose of filing a Bill of Exceptions herein.

4361 John F. Gilbury et. al.
vs.
Nathan Howard et. al.
}

This day came the plaintiffs herein and dismissed this action without prejudice to a new action herein. It is therefore considered by the Court that the defendants do recover of the said plaintiffs their costs herein expended taxed to $.

4839 John S. Hamilton
vs.
George B. Hamilton
} Appeal from Probate Court.

This day by agreement this cause is settled by affirming the judgment and decree and order of the Probate Court the same as if no appeal had been taken and the cause is dismissed out of this Court at the costs of the appellant and without Record and the papers returned to the Probate Court and the Court consider and adjudge that said appellant pay the Costs in this Court taxed to $

4915 Mary E. Vetterbee
vs.
David A. Vetterbee
}

This cause dismissed without prejudice to a new action herein, at plaintiffs Costs. It is therefore considered and adjudged by the Court that plaintiff pay the Costs in this action taxed to $
No. Record.

Wednesday, April 7th A.D. 1886.

Abner Said Exr. of the estate of
Presley Said, Decd.
vs.
4835- John H. Stewart, David Shuler,
and Edward Robinson

This day this cause came on to be heard upon the demurrer of the defendant-John H. Stewart to the Amended Petition of the plaintiff and was argued by counsel; On consideration whereof the Court doth sustain said demurrer, to which the said plaintiff did except.
Thereupon on application of the plaintiff, leave is given to the plaintiff to file another Amended petition within 20 days from the rising of this term of Court- And that defendant-John H. Stewart-have leave to reply thereto in thirty days thereafter, to which permission to the plaintiff to file another Amended petition the defendant-John H. Stewart-did object- and except.
Thereupon this cause is continued. No. 43

Allen Haines, Plaintiff
vs.
Merlin Benton, Defendant-

Upshur County Court of Common Pleas.

This day this cause came on for hearing on the allowance of defendants bill of exceptions in this case, and the Court being fully advised in the premises do find the same correct, and does hereby order that the same be made a part of the record in this case

It is ordered that all causes and matters herein pending not otherwise disposed of be continued until the next term of this Court.
Thereupon Court adjourned without day.

Attest- J. Q. Burgner, Clerk.
By A. R. Burgner, Deputy

In Vacation.

Mandate from the Circuit Court.

The State of Ohio } Circuit Court. Union County, Ohio.
Union County ss. }

At a term of the Circuit Court within and for the County of Union, in the State of Ohio, begun and held before
Hon. Thomas Beer
Hon. Henry M. Seney } Presiding Judges
Hon. Geo. R. Hayes }
at Marysville on the 20th & 21st days of April A.D. 1886, among other proceedings then and there had, and before said Court, as appears by its Journal, were the following, viz:- George Smith Plaintiff in Error vs. Bowers and Howe Defendants in Error

No. 43 This day appeared the parties by their attorneys and submitted this cause to the Court upon the petition in error, the bill of exceptions, the original pleadings and papers and the arguments of counsel and the same was taken under advisement by the Court. April 21st 1886. This day again came the parties by their attorneys and this cause having been heretofore taken under advisement by the Court now came on for decision and judgment. Whereupon the Court being fully advised in the premises do find error in the said record and judgment in this: that the Court of Common Pleas erred in over ruling the demurrer of the defendant Smith to the petition of Bowers and Howe. Whereupon the Court consider and adjudge that the said judgment and record be reversed at defendants (Bowers & Howe) costs and the cause be remanded to the Court of Common Pleas for further proceedings. It is therefore considered, ordered and adjudged by the Court that said judgment be reversed, verdict set aside and demurrer to petition sustained and said cause remanded at costs of defendants to be taxed by the Clerk. Defendants in error except.

Ordered that a special Mandate be sent to the Court of Common Pleas of said County to carry this judgment and order into execution.

Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry, etc.

I, J. Q. Borgner, Clerk of the Circuit Courts of Ohio within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the Seal of said Court this 30th day of April A.D. 1886. J. Q. Borgner, Clerk Circuit Court.

Seal

State of Ohio
County of Union } Circuit Court of Ohio, within and for Union County.

To the Honorable Court of Common Pleas, within and for the County of Union Ohio, Greeting:- We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of George Smith Plaintiff in Error vs. Bowers and Howe Defendants in Error into execution. Witness my hand and seal as Clerk of our said Circuit Court at Marysville, Ohio, this 30th day of April A.D. 1886.

Seal

J. Q. Borgner Clerk.

In Vacation. May 1st 1886.

4846

Samuel McAllister, Plaintiff
vs.
Western Union Telegraph Company, Defendant

State of Ohio Ulmin County
Court of Common Pleas.

Now comes Defendant and presents his Bill of Exceptions and prays that it be allowed, signed, sealed and made part of the record of this cause, all of which is accordingly done.

4303
4073
4160
4700

In Vacation, May 21st A.D. 1886.

Order of Injunction.

Charles R. Hatton
vs.
Julia E. Gabriel
John W. Gabriel and
J. G. Turner

Before the Probate Judge.
Motion for Temporary Injunction in the Court of Common Pleas, Union County, Ohio.

And now, on this 21st day of May 1886, came the plaintiff, by Cameron and Woodburn his attorneys; and it being made to appear that there is at this time no Common Pleas, Circuit or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the affidavit thereto thereon filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendants from further proceeding with the said action of forcible entry and detention before said J. G. Turner, Justice of the Peace and each of said defendants are hereby enjoined from any further proceedings in said case before the said Justice of the Peace as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed on said plaintiff, giving an undertaking to the said defendants, conditioned according to law with security to be accepted by the said Clerk of the Court of Court of Common Pleas, in the sum of $150.00

John B. Coats, Probate Judge.

Mandates from Circuit Court.

4303 James Hoover vs O. Holmes et. al. Remanded from Circuit Court to carry judgt for costs into the record.
4073 Union Biblical Seminary " S. Crawford et al " " " " " " " " " " "
4150 Dail R. Miller & C. " same " " " " " " " " " "
4700 Wm Turpie et. al " Wm A Ballenger " " " " " " " " " "
Geo. M Richard " Jas B. Whelpley et. al. Error

Monday, May 24th A.D. 1886

The State of Ohio }
Union County, ss. }

This separate session of the Court of Common Pleas of the Tenth Judicial District of the State of Ohio within and for the County of Union for the Term of May in the year of our Lord, one thousand eight hundred and eighty-six in the Court House in the Town of Marysville County and State aforesaid, was begun on the 24th day of May in the year aforesaid.

Present:-

Hon. John A. Price Judge of the
Court of Common Pleas of the
Tenth Judicial District of the
State of Ohio.

Marion Hopkins, Sheriff of Union County, Ohio.

John M. Broderick, Pros. Atty. of Union County, Ohio.

Attest- John L. Bringner
Clerk of the Court of Common Pleas, of Union County Ohio

The Venire Facias for a Grand Jury heretofore issued returnable this day at 9 o'clock A.M. was duly returned by the said Sheriff with his endorsements thereon as follows, to-wit:-

The State of Ohio, Union County, ss.

Sheriff's Office, May 24th 1886

On the 26th day of April 1886, I received this Venire and served the same on the several persons therein named, at the times and in the manner placed opposite their names endorsed hereon as follows:-

No.	Name	When Served	How Served	No. of miles
1.	Lewis Cassiday	April 26th 1886	By Copy	14
2.	Wm. H. Sidle	" " "	" "	20
3.	John W. Barnes	" " "	" "	4
4	J. F. Moore	" " "	" "	7
5	A. H. Deen	" " "	" "	9
6	Amos B. Conkright	" " "	" "	16
7	G. S. Baldwin	" " "	" "	
8.	Perry Hannawalt	" " "	" "	6
9.	W. H. Bennett	" " "	" "	7
10.	Luther Turner	" " "	" "	4
11.	E. E. Barey	" " "	" "	14
12.	Morgan Young	" " "	" "	18
13	Jno. K. Borger	" " "	" "	4
14	Jno. E. McClure	" " "	" "	12
15-	Dank. Brenham	Not found in my County.		

M. Hopkins, Sheriff

4879

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Monday, May 24th A.D. 1886

And upon calling the same in open Court the panel was found incomplete, thereupon the Sheriff summoned Dwight Webb and James Cooley as talesmen to complete the same, who appeared in answer thereto and the panel being full the Court appointed Luther Tunnes foreman of the Grand Jury and he with his fellow jurors took the oath in manner and form prescribed by law: And the said jury being instructed by the Court in relation to their duties were conducted to their room attended by the Sheriff.

The following named persons compose the Grand Jury, to-wit:- Louis Cassiday, Wm H. Sidle, John W. Barnes, J. F. Moore, A. H. Dean, Amos B. Conkright, A. E. Baldwin, Berry Hannawalt, W. H. Bennett, Luther Tunnes, E. E. Barry, Morgan Young, Jno. K. Borger, John E. Wm Dunn, Dwight Webb, James Cooley —

— Luther Tunnes, Foreman —

4879 J. L. Lewis vs. Mary E. Thomas et al

This day this cause came on for hearing on the motion of the plaintiff to confirm the sale heretofore made herein, and the plaintiff producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed, And it is further ordered that the said Sheriff convey to the purchaser Nathan Howard, by deed in fee simple the lands and tenements so sold; and the said purchaser is hereby subrogated to all the rights of the said lien holder in said premises, so far as they may be paid herein, for the protection of his title and a Writ of possession is awarded to put said purchaser in possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to Fourteen Hundred and Thirteen and 4/100 Dollars it is ordered that the Sheriff, out of the money in his hands pay:-

1st The costs of this action taxed at $108.08 to the Clerk of this Court,

2nd To the Treasurer of Marion County, Ohio, the taxes due on said premises, to-wit $23.46

3rd To the plaintiff the remainder of the proceeds, to-wit: $1281.27 in payment as follows: $762.43 in full of the judgment and interest rendered herein and $519.84 to apply on the notes mentioned in plaintiffs petition and not yet due - said last-mentioned sum to be credited on the first notes falling due after this date, and to be credited thereon as of May 24th 1886.

No. of Miles			
14		John B. Shisler vs. Newton Lingrell	Leave to Answer by Monday of 2nd week.
2 d			
4			
9			
16			
6			
7			
4			
14			
18			
4			
12		Sara P. Wood vs. John A. Phillips	Leave given to Rebecca Mabrid to Answer
	5090		

Monday, May 24th A.D. 1886.

This day appeared at the Bar of this Court the Grand Jury heretofore impaneled and sworn, in and for the body of the County aforesaid, viz:-

Louis Cassiday
Wm H. Sidle
John W. Barnes
J. F. Moore
A. H. Deere
Amos B Conkright
L. S. Baldwin.

W. H. Bonnett
Luther Turner - Foreman -
E. E. Barry
Morgan Young
John K. Borger
John E. McCune
Dwight Webb
James Cooley

and presented their certain Bills of Indictment against

725- Richard Clifton for Robbery.
724 Jesse Mayo for Robbery,
723 Linton Erwin for Burglary and Petit-Larceny,
722 John Williams for Indecent exposure of person,
719 Michael Hannigan for Selling Intoxicating Liquors on Sunday.
721 Larkin J. Tonguet for Selling Intoxicating Liquors on Sunday,
720 Michael Hannigan for Selling Intoxicating Liquors on Sunday. Each endorsed "A True Bill and signed by Luther Turner, Foreman of Grand Jury.

Also their further report as follows, to-wit:-

Report of Grand Jury.

To the Hon. John A. Price Judge of the Court of Common Pleas, Union County, Ohio-

Sir:-

The Grand Jury for the May 1886 Term of said Court beg leave to report that we have finished our work and herewith return our Bills of Indictment. We have visited the County Jail and find it in good condition and have no recommendations to make.

Respectfully

May 24th 1886- Luther Turner, Foreman.

5092 Augustus Pratt, Plaintiff
vs.
C. A. White et. al. Defendants

In Union Common Pleas.
Entry of Judgment on Default.

Now comes the plaintiff by his attorneys, and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true, and that they are indebted to plaintiff in the sum of $201.20, with Interest thereon from the 24th day of May A.D. 1886, at the rate of six per cent. It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of $201.20/100, with Interest thereon at six per cent from the 24th day of May A.D. 1886 and his costs herein expended.

And it being made to appear to the Court that the defendant John Q. Burgner is liable as guarantor upon the promissory note upon which this action is founded, for his co-defendants, it is hereby certified that the said defendants C. A White and W. H. White are principal debtors, and the said defendant John Q. Burgner guarantor in the above judgment.

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3973

4880

4941

5067 J.W. Robinson Plaintiff
vs.
Wm F. Moore et.al. Defendants

This day came on this cause to be heard by the Court whereupon leave was given to R.H. Robson to file Cross Petition whereupon the parties being present and the Court being fully advised in the premises do find for the plaintiff and against the defendants and that there is due to the plaintiff on the mortgage in said petition described as interest to the 1st day of April 1886, the sum of $254.16/100 after deducting the payment mentioned in petition which mortgage the Court find to be the first lien on said land in the petition described and better than the lien of the defendants and that the principal of said mortgage is drawing 8 per cent interest payable annually from April 1st 1886. Wherefore the Court consider, order and decree that unless defendants pay said sum due as above named, amounting to $254.16/100 and costs and interest thereon from the first day of this Term of Court within ten days, that an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell said land according to law and that said mortgage of plaintiff is the prior lien on said land. And as to the principal and the interest thereon from April 1st 1886, this cause is continued and as to the claims on Cross petition this cause is continued.

5057 John Chapman
vs.
Jason S Chapman

This day came the plaintiff but the defendant came not but made default. Whereupon the Court find for the plaintiff against the defendant that there is due plaintiff from defendant on the two notes in said petition described the sum of One Hundred and Fifty One Dollars with 8 per cent interest from the first day of this term. It is therefore considered and adjudged by the Court that plaintiff recover of the defendant said sum of One Hundred and Fifty Dollars with 8 per cent interest till paid and the costs herein expended, herein taxed to 8

3973 Mary Ramsey
vs.
John W. Ramsey
Leave to file Amended petition.

4880 Isaac Broderick Guardian &c.
vs.
J.J. Miller et.al.
Continued under former order.

4941 John Gibson Admr. &c.
vs.
W.B. Smith et.al
Leave to answer to Cross petition and also to reply in ten days.

Wm Black
vs.
J.N. Chapman et.al
Leave to file Ans. and Cross petition given to Hill, Hosler & Co.

Monday May 24th A. D. 1886.

5093	A. R. Phillips vs. Eliza Phillips	Leave given Robinson Curry & Co. to Answer by Monday of 2nd week.
	David Landes vs. Emery Russell	This day this cause came on to be heard on motion of plaintiff to dismiss this case for the reason that said deft. has filed no undertaking for Appeal and that said Transcript was not filed within the time required by law. Whereupon the Court being fully advised in the premises sustains said motion. It is therefore considered and adjudged by the Court that said appeal be and the same hereby is dismissed and that the defendant said Emery Russell pay the costs of this action herein taxed at $

4794

5016

Thereupon the Court adjourned until tomorrow morning at 8½ o'clock.

Tuesday, May 25th A.D. 1886.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

Martha M. Watkins
vs.
John Moore

Now comes the plaintiff and on leave the Court now verifies her petition which had been omitted by mistake and thereupon the motion to dismiss for want of such verification is overruled, and leave is given to deft. to ans. by June 2nd 1886.

George B. Hamilton, Plaintiff
vs.
4794 George W. Merritt, Defendant

Jury Trial

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a jury, to-wit:- Nelson Keller, W. P. Anderson, James McElroy, Sam. Sherwood, Joseph Beard, J. W. Cahill, J. E. McCormick, Levi Longbrake, Peter Mackan, A. T. Perry, Geo. Ports and E. M. Fox who, being duly empannelled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of of the Court, the said jurors, retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to-wit:-

The State of Ohio, Union County, Court of Common Pleas of said County, May Term 1886
Geo. B. Hamilton, Plaintiff vs. Geo. W. Merritt, Defendant.
Civil Action, Verdict for Plaintiff.

We, the jury, being duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff, from the defendant, at the sum of $20.90/100.

Levi Longbrake, Foreman.

Cyrus Zimmerman, Admr. &c. Pltff.
Against
5016 Sarah Bailey et. al. Defendants

Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the motion of the plaintiff to set aside the sale made under a former order of this Court of the premises described in plaintiffs petition, and the same was submitted to the Court upon the said motion and evidence. On consideration whereof the Court do sustain said motion. It is therefore considered and adjudged by the Court that the said sale above mentioned be set-aside and held for naught, and that a new order of sale issue herein.

J. S. Sheidler
vs.
C. C. C. & I. R'y. Co.

Settled and Costs paid. No Record.

Thereupon Court adjourned until tomorrow A.M. at 8 and 1/2 o'clock

Wednesday, May 26th A.D. 1886.

Court convened this A.M. pursuant to adjournment, the same Officers being present as on yesterday

4847 Adeline Poling vs. John Brann } Jury Trial.

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a jury, to-wit: Nelson Keller, W. P. Anderson, Scott Rice, Sam. Sherwood, Joseph Beard, J. W. Cahill, J. E. McCormick Levi Longbrake, Peter MacKay, A. V. Perry, Wm. Ports, E. K. Fox, who, being duly empaneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless with-drawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following, to-wit:-

The State of Ohio, Union County, Court of Common Pleas of said County, May Term 1886.

Adeline Poling, Plaintiff vs. John Brann, Defendant.

Verdict — Civil Action, Verdict for Defendant.

We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the defendant. W. P. Anderson Foreman.

Thereupon Court adjourned until tomorrow A.M. at 8½ o'clock.

4483

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4842

4123

Thursday May 27th A.D. 1886

Court convened this A.M. pursuant to adjournment, the same officers being present as on yesterday.

4483 — J.J. Finley Plaintiff vs. Michael Tongurt et.al. } Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon motion of plaintiff to set aside the appraisement of the premises described and for a reappraisement of same. Was argued by counsel and the Court being fully advised, sustained said motion, and ordered that said premises be reappraised and again offered for sale by the Sheriff.

5048 — Wm H. Crary vs. Allen Sharp et.al. } Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing, and the defendants being in default for answer or demurrer, the same was submitted to the Court on the petition and evidence. On consideration whereof the Court do find the allegations of the petition to be true, and that there is remaining in the hands of said defendant, Marion Hopkins, as Sheriff of Union County, Ohio, - the said defendant Allen Sharp from the order of distribution in the case of O. Houston et.al. vs. Allen Sharp et.al. &c. on the records of this Court the sum of Forty-nine Dollars. It is therefore considered ordered and adjudged by the Court that said defendant Marion Hopkins as said Sheriff pay to the Clerk of this Court the costs herein, taxed at $ and to said plaintiff the remainder of said sum to wit $ and by this decree said Sheriff is absolved from further accounting in said case of O. Houston et.al. vs Allen Sharp et.al.

4842 — O. Sultzman & Co. vs. E. & A. D. Brevard et.al. } Court of Common Pleas, Union County, O.

This day this cause came on to be heard and it appearing to the Court that the defendant had in his answer offered to confess judgment for Fifty-five and 87/100 Dollars and the interest thereon it is therefore considered and adjudged by the Court that said plaintiff recover of said defendants said sum of Fifty-five and 87/100 Dollars with the interest thereon to the 1st day of this term amounting to Seventy-one & 57/100 Dollars and that defendants pay all the costs to date and thereupon came the defendants and made a showing to the Court that they could not safely proceed to trial on the second cause of action mentioned in the petition on account of the absence of a witness and therefore said second cause of action was continued for trial until next term of this Court at costs of defendants.

4124 — David M. Robinson vs St. Louis R. Way Co. } Continued

Thursday, May 27th A.D. 1886.

Peleg Oranston, Admr. vs. Neil McLean — Money Only.

This day this cause came on to be heard on the return of the Sheriff of the Writ of Execution issued herein, with his report of his proceedings and sale of lands and tenements under said writ-

And the Court having carefully examined the said proceedings, being satisfied that the said sale has, in all respects, been made in conformity to the provisions of the Statute in such case made and provided, find same to be legal and do therefore approve and confirm the same. It is further ordered that the Sheriff make to the purchaser Nancy H. Oliver a deed according to law for the property so sold, to-wit:- Commencing at a stone, corner to one half acre of land heretofore conveyed by John Woods to William Wallace and on line of land owned by the A. and G. W. Rail Road Company, thence N. 14° E. 23 1/25 poles to a stone in the West line of the A. & G. W. Railway 17 poles to a stone corner to said Wallaces one half acre of land, thence S. 76° W. 12 poles to place of beginning- Containing one acre and Eighty-eight poles of land being part of Survey No. 6307 and being in Claibourne Township, Union Co. Ohio. And said purchaser is hereby subrogated to all the rights of any lien holder who shall be satisfied herein for the protection of his title and a writ of possession is awarded to put the said purchaser in possession of said premises. And the Court coming now to the distribution of the purchase money in the hands of the Sheriff, order that he pay:-

First To the Treasurer of this County the taxes and penalty due upon the property so sold, to-wit: The sum of $ 0.87

Second: To the Clerk of this Court the costs of this action taxed at $

Third: To the plaintiff Peleg Oranston the balance of the money in hands of Sheriff be applied on the judgment herein rendered which with interest to this date makes the sum of Two Hundred Fifty and 47/100 Dollars ($250.47/100)

The State of Ohio, on complaint of Miranda E. Brown vs. B. Kenton — Court of Common Pleas, Union County, Ohio

48 94

And now comes U. B. Hutton attorney for the plaintiff and presents to the Court the recognizance of said defendant- taken before H. J. King a justice of the Peace within and for Paris Township, Union County Ohio, on the 17th day of August A.D. 1885, in the sum of Six Hundred Dollars with A. T. Kenton as surety. Whereupon the said defendant being three times solemnly called to appear and answer the complaint of Miranda E. Brown against the said defendant as being the father of her bastard child as he agreed to do, and failing so to do and A. T. Kenton being three times solemnly called to produce the body of said defendant as he agreed to do, and failing so to do the Court order that the said recognizance be, and the same is hereby forfeited absolutely

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The State of Ohio on Complaint of Miranda E. Brown. vs. B. Kenton

48 94

This day came the plaintiff by Attorney and the defendant-

Thursday, May 27th A.D. 1886.

being called, and failing to appear as recognized to this Court it is ordered that the issue of his guiltiness be tried by a jury and thereupon to try the questions of the guiltiness of the defendant, a plea of not guilty having been entered in his behalf by the Court came the following named persons as jurors to wit:- Jno D. Sparr, James M. McElroy, E. H. Fox, Wm Poorbaugh, A. T. Peery, Scott Rice, Peter Mackan, Levi Longbrake, J. E. McCormick, J. W. Cahill, Joseph Beard, Sam Sherwood who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings, the examination of complainant had before the justice of the peace and the evidence; and after having heard the evidence, examination of the complainant before the Justice of the Peace, and the charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation. And now comes said jury into open Court with their verdict in writing as follows:-

The State of Ohio, Union County Court of Common Pleas, May Term, May 27th 1886.

Verdict-

The Sate of Ohio, on Complaint of Miranda E. Brown, Plaintiff vs. B. Kenton, Defendant.

We the jury being duly impaneled and sworn find the defendant B. Kenton guilty

Levi Longbrake Foreman.

4897

The State of Ohio, on Complaint of Miranda E. Brown, Plaintiff vs B. Kenton, Defendant.

The defendant B. Kenton having been found guilty as charged in this case he is now therefore adjudged by the Court to be the reputed father of the said child and it is ordered that he stand charged with the maintenance thereof in the sum of Six Hundred Dollars and that he pay to Complainant the sum of Two Hundred Dollars within thirty days from this date, Two Hundred Dollars with interest thereon from this date within six months and Two Hundred Dollars with the interest thereon from this date within twelve months, and also that he pay the costs of this proceeding. For all of which execution is awarded. It is also ordered that Complainant out of the money just received by her pay the physicians bill and expenses now in the hands of the Infirmary Directors of said County, Amounting to $13.00. It is further ordered that the said defendant give security to the acceptance of this Court for the performance of this order. And that in default of such payment or security that he be committed to the jail of the County there to remain until he shall comply with the requirement of the Court. And it appearing to the Court that the recognizance of the said defendant has been forfeited, it is ordered that the same, when collected be applied on this judgment, that may at the time be unpaid. And that a Capias issue for the arrest of said B. Kenton.

687 State of Ohio vs. John Thompson } Left off the Docket-

677 State of Ohio vs. Freeman Thompson } Left off the Docket-

Thereupon Court adjourned until Monday May 31st at 1½ o'clock P. M.

Monday, May 31st A.D. 1886.

Court convened this P.M. pursuant to adjournment the same officers being present as on on May 27th

Hiram D. Reed Plaintiff
vs.
Samuel Benton, Defendant

Court of Common Pleas, Union County, Ohio.

This day came the plaintiff and with the consent of the defendant dismissed this cause without prejudice and at his (plaintiffs) costs and by like consent the plaintiff is not to be liable on his attachment bond. - No Record. It is further considered and adjudged by the Court that the defendant recover of the plaintiff his costs herein expended taxed to $

Bowers & Howe, Plaintiffs
4752 vs.
George Smith, Defendant

Remanded from Circuit Court

This day came the parties and the demurrer to the plaintiffs petition being sustained to which plaintiff has excepted and the plaintiffs not desiring to file any amended petition, It is considered ordered and adjudged by the Court that the defendant go hence and recover of the plaintiffs his costs herein expended taxed to $ to all of which plaintiffs except.

Cyrus Moore Plaintiff
3767 vs.
Robertson & Barryman, Defendants

Continued by Agreement

John, Johnson, Plaintiff
5033 vs.
Henrietta Townsand, Defendant

This day came the parties and settled this cause as follows, to-wit: Defendant to pay Plaintiff $50.00 and all the costs except the witness fees of four of plaintiffs witnesses, which four witness fees plaintiff is to pay - No Record - It is considered that plaintiff recover of defendant fifty dollars and all the costs except the said four witness fees. 5113

Wm Black, Plaintiff
vs.
Jason N. Chapman, Defendant

This day this cause came on to be heard and it appearing to the Court that the real estate described in the petition herein has been twice advertised and offered for sale under the present appraisement and still remains unsold for want of bidders, now on motion of T. B. Fulton attorney for the plaintiff the said appraisement is hereby set aside, and it is ordered that a new one be made.

State of Ohio
669 vs.
W. B. Dunfee

Left off the Docket

5077

5073

5078

Monday, May 31st A.D. 1886.

5074 — Lewis Vance, Plaintiff vs. W. O. Tobey, Defendant. } Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the petition of the plaintiff the defendant though duly served with a summons herein, having failed to answer, demurrer or otherwise object to plaintiffs petition. On consideration whereof and the Court being fully advised in the premises finds that there is due to the plaintiff from the defendant interest being computed to the first day of the present term the sum of Two Hundred and Fourteen and 77/100 Dollars. It is therefore considered and adjudged that said plaintiff recover of said defendant said sum of $214.77 and his costs herein taxed at $ and that defendant pay his own costs taxed at $ for all of which execution is awarded

5073 — John Hamilton vs. D. J. Cave et al. } Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the petitions of the plaintiff, the defendants though duly served with a summons herein, having failed to answer, demur or otherwise object to plaintiffs petition. On consideration whereof and the Court being fully advised in the premises finds that there is due to the plaintiff from the defendants, interest being computed to the first day of the present term the sum of One Hundred and Nine and 35/100 Dollars. It is therefore considered and adjudge that said plaintiff recover of said defendants said sum of $109.35 and his costs herein taxed at $ and that defendants pay their own costs taxed at $ for all of which execution is awarded.

5114 — J. J. Watts Plaintiff vs. Samuel Myers, Defendant } Court of Common Pleas, Union County, Ohio

This day came the Plaintiff by T. B. Fulton Attorney, and thereupon came Edward E. Cole one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said plaintiffs petitions, the sum of $101.41. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $101.41 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released and all right of appeal, and all right to file a petition in error are waived

5078 — The State of Ohio vs. James Lefridge } Left off the Docket.

Monday May 31st A.D. 1886

5114 Bank of Richwood Plaintiff
vs.
O. Curry and J. M. Sanders, Defendant

This day came the plaintiff by S. S. Gardiner Attorney, and thereupon came John M. Brodrick one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said defendants herein and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition the sum of $310 23/100. It is therefore considered that said plaintiff do recover of said defendant the said sum of $310. 23/100 so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per cent per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5020 O. E. Lincoln & Co,
vs
Edward P. Houghton Admr &c, et al
Judgment on default.

And now comes the said O. E. Lincoln & Co, and the said Edward P. Houghton having failed to demur or answer to the petition of the said plaintiff the same is therefor taken to be true; and it is considered that the said plaintiff ought to recover the said sum of $1355.00 so demanded in its petition together with eight per cent interest thereon from June 1st 1886 as prayed for in said petition; it is therfore considered that the said plaintiff recover against the said defendant Edward P. Haughton the said sum of $1355.00 with 8% int. from June 1st 1886 together with its costs in and about its suit expended, taxed to $. 4804

5030

Thereupon Court adjourned until tomorrow A. M. at 8½ o'clock.

Tuesday, June 1st A.D. 1886.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

Anne Fogerty
vs.
George Schlegal et. al.

This day this cause came on to be heard upon the demurrer of the defendants Fullington & Phillis to the petition. On consideration whereof and the Court being fully advised in the premises finds that said demurrer is well taken. It is therefore considered and adjudged by the Court that the said demurrer be and the same is hereby sustained and the plaintiff is given leave to amend her petition within five days from this date.

Henry Evans
vs.
William Murphy

This day this cause came on to be heard upon the motion of defendant to require the plaintiff to separately state and number his several causes of action set up in his amended petition and the Court being fully advised in the premises sustains said motion and thereupon the plaintiff asked and obtained leave to again amend his petition instanter

M. W. Hill, Assignee &c. Plaintiff
4804 vs.
Alexander Reed and Lucinda Reed Defendants.

This cause coming on for hearing on the petition of plaintiff, answer of Lucinda Reed, and the said Alexander Reed still failing to answer or demurrer and the evidence, and was submitted to the Court. On consideration whereof the Court find the equity of the case with the defendants. It is therefore ordered, adjudged and decreed by the Court that the petition of the plaintiff be dismissed and that the defendants go hence without day and recover of the plaintiff their costs in this behalf expended taxed to $ Notice of appeal by plaintiff.

O. E. Lincoln & Co. Plaintiffs.
5030 vs.
Ed. P. Houghtaw Admr &c et. al. Defendants.

Jury Trial

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a jury to-wit: John Wiley, Nelson Keller, W. P. Anderson, J. W. Cahill, J. E. McCormick, Levi Longbrake, A. T. Perry, Wm Ports. E. K. Fox, Jas. M. McElroy, John R. Shaw, Scott Rice, who being duly empannelled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel and and charge of the Court, the said jurors retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following to-wit:

The State of Ohio, Union County Court of Common Pleas.
May Term, June 1st 1886.

(over)

Tuesday June 1st A. D. 1886.

Verdict

Civil Action. Verdict for Plaintiff

O. E. Lincoln & Co. Plaintiffs vs. Ed P. Houghton Admr &c. et al Defendants

We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the amount due to plaintiffs from defendant Michael O Brien at the sum of $13 54 100

Levi Longbrake Foreman

5053

4753 E. A. D. Gill vs. Trustee of Claiborne Twp.

This day this cause came on further to be heard upon the petition of the plaintiff and the defendant failing to further Answer or demurre to said petition and the Court being fully advised in the premises find the allegations in the petition to be true, wherefore it is ordered and adjudged by the Court that the plaintiff recover of the defendant the sum of $111.30 and his costs herein taxed at $ No Record to be made

John Carter vs. John Harriman et. al.

This day this cause came on to be heard on demurrer to the petition whereupon the Court being fully advised in the premises sustains said demurrer as to second cause of action to which plaintiff excepts and 30 day leave is given defendant to answer and cause continued.

5108 Charles R. Hallon vs. Julia E. Gabriel

This day this cause came on to be heard on motion of defendants to dissolve injunction herein and the Court being fully advised in the premises overrules said motion to which overruling of said motions the defendants excepted.

4943.

636 The State of Ohio vs. A. H. Wilson — Left off the Docket.

577 The State of Ohio vs. Jas. Lefridge et. al. — Left off the Docket.

4754

690 State of Ohio vs. Robert Bernhardt — Left off the Docket.

Thereupon Court adjourned until tomorrow morning at 8 1/2 o'clock.

Wednesday June 2nd A.D. 1886.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

5053 Elza Hedges, Plaintiff vs. Mary J. Mc Millen Emily H. Norris and Mary E. Mc Millen, Defendants — Judgment on Default.

And now comes the said plaintiff and the said defendants being duly served with summons and having failed to demur or answer to the petition of the said plaintiff the same is therefore taken to be true; and it is considered that the said Elza Hedges ought to recover the said sum of $221.61 so demanded in his petition, including the interest thereon to the first day of this Term as prayed for in said petition; it is therefore considered that the said plaintiff recover against the said defendants the said sum of $221.61 together with his costs in and about this suit expended, taxed to $

John A. Beeber Rec. &c. vs. Mary Hastings Admrx. &c.

This day this cause came on to be heard upon motion to require plaintiff to give security for costs, was argued by counsel and submitted to the Court. Whereupon the Court being fully advised in the premises do order that said plaintiff have day to Aug. 1st 1886 in which to give such security, and it is further ordered that unless such security be given by that day that this cause be dismissed and leave is also given plaintiff to file an amended petition by Aug. 1st 1886 and cause continued.

4943. John A. Beeber Rec. &c. vs. Camp & Randall — Money Only

This day this cause came on to be heard upon motion to require plaintiff to give security for costs, was argued by counsel and submitted to the Court. Whereupon the Court being fully advised in the premises do order that said plaintiff have day to August 1st 1886 in which to give such security and it is further ordered that unless such security be given by that day that this cause be dismissed — And cause continued

4754 W. T. Hoopes. vs. George Schneider

This day this cause came on to be heard upon the motion of defendant to require the plaintiff to change and renew his undertaking for appeal in this cause, and to require a new appeal undertaking to be executed by plaintiff because of the insufficiency of surety on the appeal undertaking executed And the Court being fully advised in the premises do sustain said motion and order that the plaintiff give a new and sufficient undertaking for appeal within 30 days from the rising of the Court, the surety to be approved by the Clerk of this Court. And it is ordered that this motion be entered of record in this Court.

Wednesday, June 2nd 1886.

5116 R. Given & Son vs. J. W. Mahaffey & Co. } Judgment Entry $102.15/100

This day came the plaintiffs by their attorney also appeared in open court for and on behalf of said defendant an attorney at law of this court, — W. T. Arthur — and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for One Hundred and Two Dollars and Eighteen cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises. It is therefore considered that said plaintiff recover of said defendants the sum of One Hundred and Two Dollars and eighteen cents, being the amount of said note with interest computed at 8 per cent per annum from the 24th day of February A.D. 1886; and also costs herein taxed at $

4944 John A. Reber Rec. vs. Camp & Randall Co. }

This day came on this cause to be heard upon motion to require plaintiff to give security for costs, was argued by counsel and submitted to the Court. Whereupon the Court being fully advised in the premises do order that said plaintiff have day to August 1st 1886 in which to give such security and it is further ordered that unless such security be given by that day that this cause be dismissed. And cause continued.

5093 A. R. Philips vs. Eliza Philips } In Partition 4703

And now came the said A. R. Philips by his attorney and thereupon this cause came on to be heard, upon the petition and evidence, and was argued by counsel; on consideration whereof, the Court do find that due notice of the pendency of this action has been given to all of the Defendants herein for more than forty days prior to the date of this order; and the Court do further find that the said A. R. Philips has a legal right to and is seized in fee simple of all of the said premises, subject to the Dower interest of the said Eliza Philips and that they are tenants in common in said premises with the said — in the following proportions, to-wit: That the said A. R. Philips is seized of said premises and that the said Eliza Philips is entitled to Dower therein. It is therefore ordered that a Writ of Partition issue to the Sheriff of said County of Union commanding him that by the oaths of J. T. Moore, Sol Bidtz and A. D. Doolittle one full equal third part of said premises in said petition described, be set off and assigned to the said Eliza Philips as her Dower Estate; and that by the like oaths of the said O. L. Robinson, James Roney 4941

and A.D. Doolittle partition be made of said lands (subject to the said Dower Estate) in the following proportions, to-wit: To the said A.R. Philips said premises subject to the dower interest of said Eliza Philips, or if partition can not be made then that such proceedings be had as are authorized by law. And it is further ordered that the Sheriff return his proceeding in the premises, forthwith, to the next term of this Court, to which time this cause is continued.

Adeline Poling
vs.
John Brown

This day this cause came on to be heard upon motion to set aside the verdict and for a new trial herein, whereupon the Court being fully advised in the premises overrules said motion. It is therefore considered and adjudged by the Court that the defendant recover of the plaintiff his costs herein taxed at $ and no record

D.T. Elliott Admr etc.
vs.
S.D. Ford et. al.

Petition to Sell Real Estate.

This day came the plaintiff by his counsel and produces to the Court the report of a sale made by the said plaintiff in pursuance of an order herein before made. And it appearing upon examination that said sale has in all respects been legally made, the same is approved and confirmed and said plaintiff is ordered to execute and deliver to the purchaser at said sale a proper deed for the real estate so by him sold as afore said. As to all matters of distribution and all other matters in this connection this cause is passed for the further consideration of the Court.

4703

Morris B. Thompson et. al. Plaintiff
vs.
J.J. Miller et. al. Defendants

This day this cause came on to be heard upon the issues joined between the parties and the Court being fully advised in the premises do find for the plaintiff in the sum of $409.00 It is therefore ordered and adjudged that the plaintiff recover of the defendants J.J. Miller, Lorenzo Cheney John H. Stirling Sylvanus Taylor, Samuel Johnson and Stephen Shirk the sum of $409. Debt, and costs of suit taxed at $

7941

John Gibson Plaintiff
vs.
Wm B. Smith et. al. Defendants

On motion of plaintiff leave was granted plaintiff to file Answer to Cross-Petition of Sarah Evans and Enterprise Building and Loan Associations defendants within ten days.

Wednesday June 2nd A.D. 1886.

4941 John Gibson Admr. vs. William B. Smith et. al. } This day came the defendants the Enterprise Building and Loan Association and Sarah Evans and asked and obtained leave of Court to file replies to plaintiff's Answer to the Cross petition of these defendants within 30 days from rising of Court and the Court being fully advised in the premises do grant such leave.

725 The State of Ohio vs. Richard Clifton } Indictment for Robbery

This day came the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned on said indictment for plea thereto saith he is not guilty and puts himself upon the country and the Prosecuting Attorney doth the like and said defendant being in indigent circumstances and unable to employ counsel the Court at his request appoint J. M. Kennedy Esq as counsel to defend him. 4966

723 The State of Ohio vs. Linton Erwin } Indictment for Burglary & Petit Larceny

This day came the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff and arraigned on said indictment for plea thereto saith he is guilty and puts himself upon the county and the Prosecuting Attorney doth the like. Thereupon said defendant asked the Court to fix the amount of his

723 The State of Ohio vs. Linton Erwin } Indictment for Burglary and Petit Larceny. 706

The defendant having heretofore plead guilty to the indictment now this day brought into Court in custody of the Sheriff and inquired of by the Court if he had any thing to say why judgment should not be pronounced against him and showing no good and 705
sufficient reason why judgment should not be pronounced it is therefore considered ordered and adjudged by the Court that the said defendant Linton Erwin be imprisoned in the penitentiary of this State and kept at hard labor for the period of one year (no part of said period to be in solitary 708
confinement) and that he pay the costs of this prosecution, taxed at $ for which execution is awarded.

4911 Amos Glover vs. Wash Davis. } This cause is ordered to be left off the docket and to be reinstated on motion 709

Thereupon Court adjourned until tomorrow A. M. at 8½ o'clock

Thursday, June 3rd A.D. 1886.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

5046 John Struble vs. Fred Wise et. al.

This day this cause came on to be heard upon the demurrer of the defendants to the petition of the plaintiff and was argued by counsel: On consideration whereof and the Court being fully advised in the premises finds that said demurrer is not well taken.

It is therefore considered and adjudged by the Court that said demurrer be and the same is hereby overruled, to which said judgment of the Court the said defendants except. And defendants are given 30 days from the rising of the Court to file Answer.

4966 T. G. Fadely Plaintiff vs. Gordon Russell, Defendant

This day came on this cause to be heard upon the pleadings and the evidence, the Court being fully advised in the premises, finds that the plaintiff has wholly failed to either file his petition or in any manner to prosecute his action to final judgment, and on motion of the defendant, the Court orders the case dismissed at the costs of the plaintiff and that the defendant recover of the plaintiff the judgment rendered by the justice with interest and all costs that have accrued since the beginning of this action. Judgment and interest $23.80 Costs $ It is therefore considered ordered and adjudged by the Court that the defendant recover of the plaintiff the sum of $23.80 and costs of this action. No Record.

706 State of Ohio vs. Benjamine Davis — Left off the Docket.

705 State of Ohio vs. Benjamine Davis — Left off the Docket.

708 State of Ohio vs. Lincoler Davis — Left off the Docket.

709 State of Ohio vs. Lincoln Davis — Left off the Docket.

Thereupon, Court adjourned until Monday P.M. June 7th at 1½ o'clock

Monday June 7th A.D. 1886.

Court convened this P.M. pursuant to adjournment the same Officers being present as on June 3rd

5026 Robinson & Co. Plaintiff
vs.
Mary J. Larcom et. al. Defendants

This day came on this cause to be heard on the motion to confirm the sale made herein, Whereupon the Court having heard the parties sustains said motion having found the proceedings regular and thereupon the Court orders the Sheriff to execute and deliver to said purchaser or his assigns a deed in fee simple for said real estate so sold. And the Court order the Sheriff out of the proceeds of said sale pay first the costs of this proceeding and second the taxes due on the land and third the mortgage claim of A.B. Robinson as set up in his cross petition being the 3 notes mentioned in said petition for $275.00 with interest from April 1st 1883 and four- if there be any thing remaining he pay the same to the plaintiff on the claim due the plaintiff 7.1.9 5.1.19

721 The State of Ohio
vs
L.J. Tongret. } Indictment for Selling Liquor on Sunday.

This day came the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant coming into Court in answer to his recognizance herein and receiving arraignment on said indictment for plea thereto saith he is guilty and puts himself upon the Country and the Prosecuting Attorney doth the like.

721 The State of Ohio
vs.
L.J. Tongret } Indictment for Selling Liquor on Sunday.

The defendant having heretofore entered a plea of guilty was inquired of by the Court if he had anything to say why judgment should not be pronounced against him and showing no good and sufficient reason why judgment should not be pronounced it is therefore considered ordered and adjudged by the Court that the said defendant be imprisoned in the jail of said county for the period of one day and that he pay a fine of $25.00 and costs of this prosecution, taxed at $ for which execution is awarded, and to stand committed to said jail until said fine and costs are paid. 7.10 7.11 7.12

720 The State of Ohio.
vs.
Michael Hannegan } Indictment for Selling Liquor on Sunday 7.13

This day came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant coming into Court in Answer to his recognizance herein and waiving arraignment on said indictment for plea thereto saith he is guilty and puts himself upon the Country and the Prosecuting Attorney doth the like.

Monday June 7th A.D. 1886.

7-1-9 | The State of Ohio vs. Michael Hannegan | Indictment for Selling Intoxicating Liquor on Sunday

The defendant having heretofore entered a plea of guilty was inquired of by the Court if he had any thing to say why judgment should not be pronounced against him and showing no good and sufficient reason why judgment should not be pronounced it is therefore considered ordered and adjudged by the Court that the said defendant Michael Hannegan be imprisoned in the jail of said county for the period of one day and that he pay a fine of $25.00 and costs of this prosecution, taxed at $ for which execution is awarded, or to stand committed to said jail until said fine and costs are paid.

5-1-19 | Joseph Hawn Plaintiff vs. George O. Wilcox and Lucetta Wilcox, Defendants | Court of Common Pleas. Union County ss.

This day came the Plaintiff by Robinson & Piper Attorneys and thereupon came John M. Brodrick one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $203.00. It is therefore considered that said plaintiff do recover of said defendant the said sum of $203.00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal and all right to file a petition in error are waived.

7-10 | State of Ohio vs. Lincoln Davis | Left off the Docket.

7-11 | State of Ohio vs. Lincoln Davis | Left off the Docket.

7-12 | State of Ohio vs. Lincoln Davis | Left off the Docket.

7-13 | State of Ohio vs. Ben. Davis | Left off the Docket.

Thereupon Court adjourned until tomorrow morning at 9 o'clock

Tuesday, June 8th A.D. 1886.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday

4995

5099 — J. Miller vs. Richard Ousler & Hosea Finch

This day came the plaintiff by his attorney, and the defendants failing to answer or otherwise plead and the Court being fully advised in the premises find the allegations and averments in the petition to be true - and that there is due the plaintiff as he hath alleged in his petition the sum of Two hundred sixty-nine dollars and eighty nine cents ($269.89) with interest thereon from the 9th day of February 1886, making a total this day of $275.25 It is therefore considered ordered and adjudged by the Court that the plaintiff recover of the defendants Ousler & Finch the said sum of $275.25 as before found due and also the costs of this action taxed at $

43-49 — Norris B. Thompson et. al. vs. Wheeling Thompson et. al.

This day this cause came on to be heard upon the motion of the co-plaintiffs of the said Norris B. Thompson to redocket this case and setting up the fact that said Norris B. Thompson has died since the termination of this suit and the further fact that Elisha L. Thompson Charles H. Thompson, Ira A. Thompson and Ulestus W. Thompson were the brothers and only legal representatives of said Norris B. Thompson dec'd and that he left no widow or children, the Court being fully advised in the premises do find that the share of said 1/5 of the said estate herein distributed that would have gone to the said Norris B. Thompson, to-wit: the 1/25 part of said estate be equally distributed among the said other distributees to-wit: Elisha L. Thompson, Charles H. Thompson, Ira A. Thompson and Ulestus W. Thompson, and it is further ordered that the money arising in the suit of Norris B. Thompson and others vs J. J. Miller et. al. be paid to the Clerk of the Court of Union County to be herein distributed as herein stated, as well as in the original entry in this suit. And it is further found that J. M. Kennedy Attorney for the said plaintiff is entitled to an additional fee of $75.00 in said last named suit, and the Clerk is ordered to pay to said J. M. Kennedy said $75.00 in addition to the fee heretofore allowed in partition from the money paid to him by the said bondsmen of said J. J. Miller. 4083

5087 — Rebecca S. Gabriel vs. Irville Swartz. — This cause is consolidated with case No. 5090 and under that number.

5090 — Sara P. Wood vs. John A. Phillips — This cause is consolidated with case No. 5087 and under this (5090) number

Tuesday, June 8th A. D. 1886.

Timothy Kelly.
4995 Against
John Price

Journal Entry.

This day this cause came on to be heard upon the petition and the amendment thereto, and the evidence (the defendants John Price and Charlotte Price being in default for answer or demurrer) and was argued by counsel, on consideration whereof, and being duly advised in the premises the Court do find that the defendants John Price and Charlotte Price, have had due and legal notice of the filing and pendency of the petition in this case, and having failed to answer or demurrer thereto the facts stated in said petition and the amendment thereto are by them confessed to be true. And the Court do further find that there is due to the plaintiff Timothy Kelly, from the defendant John Price upon the promissory note mentioned and referred to in the petition in this case the sum of Three Hundred and Four and 30/100 Dollars, together with interest thereon at the rate of eight per cent per annum from the date of the entry of this decree. And the Court do further find that the said John Price (then unmarried) contemporaneously with the execution of said promissory note and in order to secure the payment of the same executed and delivered to the said plaintiff his certain mortgage deed upon the premises described in the petition, that said mortgage was duly filed for record with the Recorder of Union County, Ohio, on the 2nd day of December A. D. 1881, at 1½ o'clock P. M. and was by him duly entered of record in Record of Mortgages of said County Vol. 16. P. 340: that the said mortgage is the first and best lien on said premises; that the conditions of said mortgage have been broken and that by reason thereof the plaintiff is entitled to have the defendants equity of redemption in said real estate foreclosed. It is therefore considered adjudged and decreed by the Court that unless the said defendant John Price, within three days from this date pay or cause to be paid to the Clerk of this Court the costs of this case and to the said plaintiff the amount hereinbefore found due him an order or orders issued to the Sheriff of Union County Ohio, commanding him to appraise, advertise and sell such real estate as upon execution at law and bring the proceeds of such sale into this Court to abide its further order therein

Hattie E. French.
4083 vs.
Lorenzo B. French

This day came this cause on to be heard upon the petition and evidence. On consideration whereof the Court being fully advised in the premises finds that due and legal notice has been given to the defendant as required by law. That the plaintiff has been a resident of this State for more than one year prior to filing her petition and at the time of filing the same was a bona fide resident of said County of Union. That the defendant has been guilty of habitual drunkenness for more than three years prior to the date on which said petition was filed and has also been guilty of gross neglect of duty and extreme cruelty. It is therefore considered and

Tuesday, June 8th A.D. 1886

decreed by the Court that the marriage relation heretofore existing between said parties be and the same is hereby dissolved and held for naught, and both parties released from the obligations of the same. It is further decreed that the custody and maintenance of said child Otis B. French be and the same is hereby given to the plaintiff and the defendant is enjoined from interfering with the same. It is further ordered that the plaintiff pay the costs of this proceeding taxed to $

The State of Ohio
vs.
Richard Clifton
7 2 5 — Indictment for Robbery.

The defendant having heretofore plead not guilty to the indictment was this day brought into Court in custody of the Sheriff and his counsel also coming thereupon said defendant retracts his plea aforesaid and enters a plea of guilty which plea is accepted by the prosecuting Attorney and said defendant was inquired of by the Court if he had anything to say why judgment should not be pronounced against him and showing no good and sufficient reason why judgment should not be pronounced it is therefore considered ordered and adjudged by the Court that the said defendant Richard Clifton be imprisoned in the penitentiary of this State and kept at hard labor for the period of Two years (no part of said period to be in solitary confinement) and that he pay the costs of this prosecution taxed at $ for which execution is awarded.

Mary E. Wetherbee
vs.
Lester Oliver — This cause is dismissed at plaintiffs costs without prejudice to a new action. It is therefore considered and adjudged by the Court that the plaintiff pay all the costs herein taxed at $ and execution is awarded therefor

4909

W. H. Smith
vs.
A. Boylan
5 0 8 9 — Plaintiff has leave to file petition in 30 days from rising of Court.

4653

Jas. S. Seymour
vs.
The Incorporated Village of Magnetic Springs
5 0 9 4 — Leave to defendant to plead in 30 days from rising of Court.

The State of Ohio
vs.
Benjamin Davis
7 1 4 — Left off the Docket.

7 13

Thereupon Court adjourned until tomorrow morning at 9 o'clock

5 0 6 3

Wednesday June 9th A. D. 1886.

Court convened this A. M. pursuant to adjournment the same Officers being present as on yesterday.

5063 Francis M. Dort vs Florilla O. Smith

This day this cause came on to be heard upon the demurrer of defendant to the petition of plaintiff and the Court being fully advised in the premises do overrule said demurrer to which the defendant excepted and thereupon on the motion and showing of defendant this cause is continued, at the costs of defendant - she having leave to file her answer, to said petition in 30 days from the rising of this Court. It is therefore considered and adjudged that the plaintiff recover of the defendant the costs of the term taxed at $

Martha W Watkins vs John Moore } motion to strike answer

This cause coming on to be heard the Court on consideration do overrule the same and the plaintiff has leave to file reply by 15th of June

4909 Valentine Love vs. Wm Graham

This day this cause came on to be heard upon the demurrer of plaintiff to the answer of the defendant, and was argued by counsel in consideration whereof the Court do sustain said demurrer at defendants costs. And leave granted defendant to file amended answer within 30 days.

4653 Frank Thompson vs. Martha Moore

This day this cause came on to be heard upon the motion of defendant to dismiss the appeal in this case for want of prosecution - was argued by counsel - and the Court being fully advised in the premises find that the plaintiff has failed to file a petition herein and otherwise failed to prosecute the appeal to final judgment and has become non suit - It is therefore ordered and adjudged by the Court that the defendant recover of the plaintiff the costs in this action in this Court - and also the costs made before the justice of the peace in all taxed at $ and this cause dismissed - No record.

713 The State of Ohio vs. Benjamin Davis } Left off the Docket.

Wednesday June 9th A.D. 1886.

5036 John N. Mowry vs. Ellen J. Mowry

This day came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear the Court find the defendant in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by defendant to be true. The court also find that the plaintiff at the filing of his petition had been a resident of the State of Ohio for one year next preceding the same, and was at the time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty towards plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore considered and adjudged by the Court that the marriage contract heretofore existing between the said John N. Mowry and Ellen J. Mowry be and the same is hereby dissolved and both parties are released from the obligations of the same. 4794

5036 Catharine Smart vs. L. F. Kelsey, et al.

This day this cause came on to be heard and the same was submitted to the Court on the pleadings, evidence and argument of counsel, on consideration whereof the Court do find in favor of the plaintiff.

It is therefore considered, ordered and adjudged by the Court that the judgment heretofore obtained by the defendant L. F. Kelsey against this plaintiff in case No. 4988 on the records of this Court be set aside and held for naught saving to said L. F. Kelsey all liens obtained by said judgment and that said plaintiff recover from said defendants herein her costs herein expended taxed to $ and said cause No. 4988 is hereby ordered to be redocketed in this Court and the said plaintiff have leave to file an answer in said case No. 4988 within thirty days from the rising of the Court and cause continued.

4875 Carrie Gamble vs. Emma Gamble et. al.

This day this cause came on to be heard upon the report of T. B. Fulton Referee heretofore appointed in this case and the Court being fully advised in the premises do find the plaintiff entitled to Dower in said estate as follows, to-wit:- In the piece of land deeded to Emma and Annie Gamble 82½ acres, the money value of the Dower to be $921.10. The Court also further finds the money value of the Dower in 5.4 acres deeded to George Gamble to be $5.95.36, making a total value of $15.16.46

The Court further finds that said plaintiff had received from said estate in personal property to the amount and value in lieu of Dower $267.50

The Court further finds that said plaintiff had also received of said estate of said Robert Gamble deceased 13 acres of land which by the consent of the plaintiff she agrees to take in lieu of Dower in the lands 4909

ov money to the value of $520.00. Making a total value of $787.50 Leaving a baland of $728.96 to be divided as follows, to-wit: Upon the lands of George Gamble the balance of $280.82. Upon the 82½ acres of land deeded to Emma and Annie Gamble 448.14. The Court further finds that out of said sum so found due said Carrie Gamble she pay the one third of the costs of this suit for assignment of Dower including the one third of a fee of $25.00 allowed T. B. Fullove as Referee in this case, and the defendants pay the other ⅔ of said cost including the ⅔ of said Referees fees. The administrator of Robert Gamble dec'd is ordered to pay to Carrie Gamble whatever sum may be found in his hands due said plaintiff from George Gamble part of said estate after paying the proportion of the prefered debts and costs of administration due from the share of George Gamble. And as to all questions of distribution and assignment of Dower in the part due from Emma Gamble and Annie Gamble this cause is continued

George B. Hamilton
vs.
4794 George W. Merritt

This day this cause came on to be heard on the motion of defendant to set aside the verdict and for a new trial herein whereupon the Court being fully advised in the premises find that no written motion for a new trial had been filed by the defendant and overrules said motion to which the plaintiff excepts. It is therefore considered and adjudged by the Court that the plaintiff recover from the defendant $20.20 the amount found due him heretofore by the verdict of the jury herein and his costs herein expended taxed at $ and that defendant pay his own costs herein for which execution is awarded.

J. M. Dunn
vs.
E. M. Rogers

This day this cause came on to be heard on motion of the plaintiff for leave to file amended petition herein, whereupon the Court being fully advised in the premises do sustain said motion and leave is given plaintiff to file another amended petition herein in 30 days from the rising of the Court and cause continued.

Valentine Love
vs.
4909 Wm Graham

This cause came on to be heard on the demurrer to the answer and the Court being fully advised in the premises sustains said demurrer and leave is given defendant to file an amended answer in 30 days and cause continued.

Thereupon Court adjourned until tomorrow morning at 8½ o'clock.

Thursday, June 10th A.D. 1886.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

693 The State of Ohio vs Lizzie South } Indictment for Petit Larceny.

This day came the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant coming into Court in answer to her recognizance herein and arraigned on said indictment for plea thereto saith she is not guilty and puts her self upon the country and the Prosecuting Attorney doth the like

5072 Charlotte Jolliff et. al. vs. Martha Titus et. al. }

This day this cause came on to be heard on the petition and the evidence. The Court find that all the defendants have had due legal notice of the pendency and demand of the petition and that they are all in default for answer. Thereupon the Court further find that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition: that the plaintiff Charlotte Jolliff has a legal right to the one third of said estate, that Martha Titus one of the defendants has a legal right to one third of said estate: that the defendants Jesse M^c. Kim Florence Pierce, Martha E. Pierce, Benjamine Price and Hattie Pierce each have a legal right to the one fifteenth part of said estate, and that the plaintiff is entitled to have partition of said premises as prayed in the petition. It is therefore considered and adjudged and decreed by the Court that partition of said estate be made and that John W. Florence Sr. Lewis Wright and Wallee Parmee three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make and set off the same. And it is ordered that a writ of partition issue to the Sheriff of Union County Ohio, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above parties the part and proportion of said estate to which they are severally above found entitled. And of his proceedings herein said Sheriff is ordered to make due return. 689

724 The State of Ohio vs Jesse Mayo } Indictment for Robbery. 689

This day came the Prosecuting Attorney, on behalf of the State of Ohio and the defendant being brought into Court in custody of the Sheriff and arraigned on said indictment for plea thereto saith he is not guilty and puts himself upon the country and the Prosecuting Attorney doth the like. and it appearing to the Court that said defendant is in indigent circumstances and unable to employ counsel the Court at his request appoints D. W. Ayers Esq. as counsel to defend him.

Thursday, June 10th A.D. 1886.

724 The State of Ohio vs. Jesse Mayo } Indictment for Robbery.

Now came the Prosecuting Attorney on behalf of the State of Ohio and the defendant being brought into court in custody of the Sheriff, his counsel also coming - also came the following named persons as jurors, to-wit:- Nelson Keller, W. P. Anderson, Sam. Sherwood, J. W. Cahill, J. E. McConnick, A. F. Perry, Peter Mackan, Wm Ports, E. M. Fox, Joseph Beard, James McElroy, & Jno. D. Spaun who were duly impaneled and sworn according to law. Thereupon the further trial of said cause was adjourned until tomorrow at 8.30 A. M.

693 State of Ohio vs. Lizzie South } Indictment for Petit Larceny.

Now came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant with her counsel, also came the following named persons as jurors, to-wit:- Nelson Keller, W. P. Anderson, Sam. Sherwood, J. W. Cahill, J. E. McConnick, A. F. Perry, Peter Mackan, Wm Ports, E. M. Fox, Joseph Beard, James McElroy and John D. Spaun, who were duly impaneled and sworn according to law. And the said jury having heard the testimony adduced by the parties, the argument of counsel and the charge of the Court, retired to their room in charge of the Sheriff for deliberation, and afterward came the jury in charge of the Sheriff and returned the following verdict in writing signed by their foreman, to-wit:- "We, the jury in this case find the defendant Lizzie South not guilty in manner and form as she stands charged in the indictment." W. P. Anderson Foreman

And there being no further charge against said defendant she is hereby discharged.

689 The State of Ohio vs. Wm Severe } Indictment for Assault and Battery.

This day came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant coming into Court in answer to his recognizance herein, and arraigned on said indictment for plea thereto saith he is guilty and puts himself upon the country, and the Prosecuting Attorney doth the like.

689 The State of Ohio vs. Wm Severe } Indictment for Assault and Battery.

The defendant having heretofore plead guilty to the indictment was this day brought into court in custody of the Sheriff and inquired of by the Court if he had anything to say why judgment should not be pronounced against him and showing no good and sufficient reasons why judgment should not be pronounced it is therefore considered ordered and adjudged by the Court that the said defendant Wm Severe be imprisoned in the jail of said county for the period of nine days & that he pay a fine of $25.00 and costs of this prosecution taxed at $ for which execution is awarded, or to stand committed to said jail until said fine and costs are paid

Thursday, June 10th A.D. 1886.

5033	Joseph A. Haines vs John Perry	Defendant has leave to plead in 30 days from rising of Court.
5055	State of Ohio vs Jas. M. Walcutt et.al	Plaintiff has leave to file an amended pet. in 30 days from rising of Court.
5064	Anna C. Warner et.al. vs. Wm Lamb	Leave to file petition in 30 days from the rising of Court.
5075	R. M. Wallenmire vs. L. D. Wards	Plaintiff to give security for cost by Aug. 1-1886 otherwise to be dismissed.
716	State of Ohio vs. Ben. Davis et. al	Left off the Docket.
3979	Mary Ramsey vs John C. Ramsey	Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear the Court find him in default for answer or demurrer to said petition and find that the allegations thereof are confessed by him to be true - and the Court find that the time of filing said petition the plaintiff had been a resident of the State of Ohio for one year next preceding the same and was at the time of filing said pleading a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. And the Court find from the evidence adduced that the defendant has been guilty of wilful absence from the plaintiff for more than three years, and has been guilty of gross neglect of duty as a husband to plaintiff: and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mary Ramsey and John C. Ramsey be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the petitioner be and she hereby is restored to her maiden name of Mary Wolf. It is further ordered that plaintiff pay the costs of this proceeding, taxed to $ - and execution is awarded.

Thereupon Court adjourned until tomorrow morning at 8½ o'clock.

724
724
5668

Friday June 11th A.D. 1886.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

724 The State of Ohio vs Jesse Mayo. } Indictment for Robbery.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, his counsel coming. Also came the same jurors heretofore impaneled and sworn herein, and the said jury having heard the testimony adduced by the parties, the arguments of counsel and the charge of the Court, retired to their room in charge of the Sheriff for deliberation, and afterward came the jury, conducted into Court by the Sheriff and returned the following verdict in writing signed by their foreman, to-wit:- "We the jury in this case find the defendant Jesse Mayo guilty as he stands charged in the indictment."

W. P. Anderson Foreman.

And thereupon said defendant is ordered into the custody of the Sheriff to await sentence.

724 The State of Ohio vs. Jesse Mayo. } Indictment for Robbery.

The defendant having been heretofore convicted of Robbery was this day brought into Court in custody of the Sheriff and informed by the Court of the verdict of the jury and inquired of if he had anything to say why judgment should not be pronounced against him and showing no good and sufficient reason why judgment should not be pronounced it is therefore considered ordered and adjudged by the Court that the said defendant Jesse Mayo be imprisoned in the penitentiary of this State and kept at hard labor for the period of four years (no part of said period to be in solitary confinement) and that he pay the costs of this prosecution, taxed at $ for which execution is awarded.

5668 Wm R. Hopkins Plaintiff vs. Mary E. Hopkins, Deendant } Court of Common Pleas of Union County, Ohio.

This day this cause is settled by the parties as follows: the said Mary E. Hopkins agrees and does deed to said plaintiff the premises described in the plaintiffs petition to a trustee for a consideration named in said deed and in consideration thereof releases all rights of dower in said premises and the said Wm R. Hopkins executes to the said Mary E. Hopkins a mortgage on said premises together with other real estate to secure this consideration named in said deed, and the said plaintiff is to pay the costs made in said cause and in the case No. 5669 and the said Mary E. Hopkins agrees to withdraw her answer filed in case No. 5669 between the same parties. No further record.

Friday June 11th A.D. 1886.

Elmira O. Spencer Plaintiff
5086 vs.
Wm H. Spencer, Defendant.

Now came the plaintiff, and the defendant having been legally summoned by publication and having failed to appear the Court the defendant in default for answer and demurrer to said petition and find that the allegations thereof are confessed by defendant to be true - the Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the same and was at the time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth the Court further find upon the evidence adduced that the defendant has been guilty of willful absence from plaintiff since the 29th day of April 1883 and that the defendant had been guilty of gross neglect of duty toward plaintiff as alleged in said petition. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Elmira O. Spencer and William H. Spencer be and the same hereby is dissolved, and both parties are released from the obligations of the same.

E. Weller, Plaintiff
vs.
A. B. & A. H. Mollefratte, Defendants.

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a Jury, to-wit: John D. Spain, Henson Chapman, James Mc Elroy E. H. Fox, Wm Ports A. T. Perry, Peter MacKan, J. E. McCormick, J. W. Cahill, Joseph Beard, Samuel Sherwood and Nelson Keller who, being duly empanneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge the Court, the said jurors retired to their room to deliberate upon their verdict and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following, to-wit:- We the Jury being duly impaneled and sworn find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff, from the defendants at the sum of $156.92 H. Chapman Foreman. 4996

Lucinda Sprague et. al.
5095 vs.
Wm A. Ballinger
In Union Common Pleas, Ohio.

By agreement of parties hereto, leave is hereby granted defendant to answer herein indefinitely.

Friday June 11th A.D. 1886.

45-42 Lucinda Sprague, Plaintiff
vs.
John Hines Deft. and
Wm A. Ballinger, Garnishee

In Union Common Pleas, Ohio.

This cause being heard on motion to vacate the order rendered herein against the said Wm A. Ballinger as garnishee, at a former term of this Court, to-wit on Mch 11th 1885. The Court on consideration find that said order was irregularly taken, and that said order was improperly entered of record by the Clerk of said Court. It is therefore ordered by the Court that said order be and the same hereby is, vacated and held for naught and said Wm A. Ballinger is hereby ordered to file answer herein as garnishee by August 1st 1886 and this cause is continued as to said garnishee.

John Cruhorwood and
W. F. Cruhorwood
vs
5080 Wm M. Skidmore and
C. E. Ballenger

This day this cause came on to be heard on motion of C. E. Ballenger the lawful holding executions levied on the property as described in the petition to substitute as party defendant herein Jacob Keller the judgment creditor in whose favor the said execution issued.
Whereupon the Court being fully advised in the premises sustains said motion and orders that said Jacob Keller be substituted and stand as defendant in this case.

Lottie O. Wells
vs.
4996 H. G. Wells

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer or demurrer and the Court being fully advised in the premises do find: 1st That the plaintiff was a resident of the State of Ohio and of the County of Union at the commencement of this action.
2nd That said parties were married as alleged in the petition.
3rd That the defendant has been guilty of gross neglect of duty as charged in the petition. It is therefore ordered and adjudged that the plaintiff Lottie O. Wells be divorced from the defendant H. G. Wells and the marriage relation heretofore existing between the parties be dissolved and that the plaintiff have the custody care and control of said minor children Charles N. Wells and Daisey A. Wells and that she recover her costs herein taxed at $

Thereupon Court adjourned until 1-30 P.M. Wednesday, June 16th 1886

Wednesday, June 16th A.D. 1886.

Court convened this P.M. pursuant to adjournment the same officers being present as on June 11th

5122 Engle, Buchner & Kramer, Plaintiffs
vs.
J.W. Mahaffey & Co. Defendants

This day came the plaintiff by Robinson & Piper Attorneys, and thereupon came Jas. Wm. Campbell one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition, the sum of $151 63/100. It is therefore considered that said plaintiff do recover of said defendant the said sum of $151 63/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error waived. 5093

5121 John Cull, Plaintiff
vs
William Schmelzer and
Andrew Schmelzer Sr. Defendants

This day came the Plaintiff by S. S. Gardiner Attorney, and thereupon came John M. Bodrick one of the attorneys of record of this Court, who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $100 15/100. It is therefore considered that said plaintiff do recover of said defendant the the said sum of $100 15/100 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5102 Mansfield Buggy Co.
vs.
Harriet M. Lister et. al.

Now comes the plaintiff by its Attorney and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true and that the defendants are indebted to plaintiff the Mansfield Buggy Co. in the sum of $111.58/100. It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $111.58/100 and its costs herein expended taxed at $

Wednesday, June 16th A.D. 1886.

Charlotte Jolliff et. al.
vs.
Martha Titus et. al.

This day this cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that said commissioners have made and returned their appraisement of said estate at Thirty Dollars per acre, the Court find said return and proceedings in all respects in conformity to law, and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said estate at its appraised value, on motion of the plaintiff it is ordered that said estate be sold at public auction, and that an order therefor issue to the Sheriff of Union County, Ohio.

A. R. Phillips
vs.
Eliza Phillips

5-093

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on motion to confirm the same, and it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of said estate at $550.00. The Court find said proceedings and return in all respects correct and in conformity to law and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said estate at its appraised value, on motion of the plaintiff it is ordered that said estate be sold at public auction and that an order issue therefor to the Sheriff of Union County.

In accordance with the provisions of an act passed by the General Assembly of Ohio, May 19th 1886, entitled "An act to provide for the relief of indigent Union Soldiers, Sailors and Marines and the indigent wives widows and minor children of indigent or deceased Union Soldiers Sailors and marines" And known as House Bill No. 316 of the Sixty Second General Assembly of Ohio at its regular session. The Trustees of the several Townships in Union County, Ohio having made report as provided in Section 2 of said act. This Court according to the provisions of Section 3 of said act do hereby appoint as the Soldiers Relief Commissioners for said Union County, Ohio the following persons, all of whom the Court find to be honorably discharged Union Soldiers, viz:-
For three years Samuel A. McNeil of York Township
For two years John Wiley of Paris Township and
For one year William H. Snodgrass of Union Township.

John A. Price Judge

Wednesday, June 16th A. D. 1886.

5091 Edward Weller
vs.
Anna Barbara Kollefrath et. al.

This cause now coming on for hearing on the motions of the defendants for a new trial, the Court on consideration overrule the same. It is therefore considered by the Court that the said plaintiff recover from the said defendant Anna Barbara Kollefrath the said sum of One Hundred and Fifty five and 92/100 Dollars with six per cent interest from June 11th 1886 as heretofore found due him, together with his costs herein expended taxed to $ To which ruling of the Court the defendant then and there excepted. The Court further find that in order to secure the payment of the note on which said verdict was rendered the defendants Anna Barbara Kollefrath and A. H. Kollefrath executed and delivered to said plaintiff their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in book 15 pages 408 and 409 of the records of mortgages of Union County, and is the first and best lien on the premises described in the petition, and that the conditions in said mortgage have been broken. It is therefore adjudged and decreed that unless the defendant Anna Barbara Kollefrath, shall within thirty days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with six per cent interest from June 11th 1886, the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union directing him to appraise advertise and sell the said premises as upon execution and report his proceeding to this Court for further order.

5082

4783

5107 A. T. Carpenter
vs.
William Whitley et. al.

This day this cause came on to be heard upon the petition of the plaintiff. The defendants though all duly served with a summons herein, failing to answer demur or otherwise object to plaintiffs petition but made default. On consideration whereof the Court being fully advised in the premises finds the allegations of plaintiffs petition are true as to execution and delivery of said note and mortgage and the recording and transfer of the same. The Court further finds that there is due and owing to the plaintiff upon said note and mortgage interest being calculated to the 1st day of the present term of this Court the sum of Four Hundred and Seventy three and 06/100 Dollars and that plaintiff is entitled to have the premises described in the petition sold for the payment of the same. It is therefore considered adjudged and decreed that unless the said William Whitley pay or cause to be paid to plaintiff said sum of Four Hundred and Seventy three and 06 Dollars, with 8% interest thereon from the first day of this Term of Court and to the Clerk of the Court the costs herein, within five days from this date, that an order issue to the Sheriff of this County commanding him to cause

Entry

5108

45 3 8

said 33.67 acres of land described in the petition to be appraised, advertised and sold according to law and that he bring the proceeds into Court to await its further order.

5082 Jennie F. Snodgrass
vs.
French Snodgrass

Upon came the plaintiff and the defendant having been duly served with Summons and a copy of the petition herein and having failed to appear the Court find him in default for answer or demurrer to said petition and find that the allegations thereof are confessed by him to be true. The Court also find that plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Monroe, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty as charged by the plaintiff in her petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered, adjudged by the Court that the marriage contract heretofore existing between the said Jennie F. Snodgrass and French Snodgrass be and the same hereby is, dissolved and both parties are released from the allegations of the same. It is further ordered that the petitioner be and she hereby is restored to her maiden name of Jennie F. Johnson. It is also ordered that the plaintiff pay the costs herein taxed at $

Sarah Moses
4783 vs.
Wm Stubbs

This day on motion to the Court leave was given to defendant to plead within 20 days from the rising of the Court.

Entry Charles R. Hatton Plaintiff
against
Julia E. Grabriel et. al. Defendants

5108 On motion and it appearing to the Court that the security heretofore given on the injunction allowed herein is insufficient it is ordered that an additional undertaking in the sum of One Hundred and fifty Dollars to the approval of the Clerk of this Court be given within thirty days; and in default thereof that the injunction stand vacated and dissolved.

Clara Moffit
45 3 8 vs.
James D. Gamble

This day the former continuance of this case was disposed of by the Journal Entry in Case No. 4875 of Carrie Gamble vs. Emma Gamble et. al. and the answer of Carrie Gamble in this case withdrawn.

Wednesday, June 16th A.D. 1886.

5080 John Penhorwood et. al. vs. W. M. Skidmore et. al.

This day this cause came on to be heard on the motion and showing of the defendants for continuance. On consideration whereof the Court grant said motion and said cause is ordered continued - and it is further ordered that the defendant Jacob Keller pay the costs of this term of Court - It is therefore considered ordered and adjudged that the defendant herein pay the costs of this Term of said Court taxed to $27.65

5136

5081 J. W. Robinson vs. John Stemble

This day came the parties and submitted this cause to the Court waiving a jury. Whereupon the Court being fully advised in the premises do find for the plaintiff and there is due from defendant as claimed as principal and interest to the 29th day of May 1886 the sum of $494.00. It is therefore considered ordered and adjudged by the Court that the plaintiff recover of the defendant his said sum of Four Hundred and Ninety four Dollars and his costs herein expended, taxed to $.

5137

5133

Thereupon Court adjourned until Monday at 1½ o clock P. M July 19th 1886.

Monday, July 19th A. D. 1886.

Court convened this P. M. pursuant to adjournment the same officers being present as on June 16th 1886.

5136 William E. Smith vs. James Morgan

Today this came the plaintiff by his attorney and thereupon came one of the attorneys of this court who by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven waiving the issuing and service of process and entered appearance of said defendant herein and by virtue of the same warrant of attorney confesses there is due from said defendant to said plaintiff as alleged in said plaintiffs petition the sum of one hundred and twenty eight and 80/100 dollars ($128.80/100)

It is therefore considered that said plaintiff do recover of said defendant the said sum of one hundred and twenty eight and 80/100 dollars so as aforesaid confessed to be due together with costs of suit herein to be taxed. The Court find that said note draws and bears interest at the rate of 8 per cent per annum: it is ordered that this judgment bear interest at the same rate. And by virtue of said warrant of attorney all errors are released and all right of appeal and all right to file petition in error are waived

5137 A. T. Carpenter vs. A. J. Thompson

This day came the plaintiff by T. B. Fulton attorney, and thereupon came John M. Broderick one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $121.60. It is therefore considered that said plaintiff do recover of said defendant the said sum of $121.60 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5-133- William E. Smith vs. J. Harries Linville

This day came the plaintiff by Kennedy & Stein his Attorneys, and thereupon came one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said defendant to

Monday July 19th A. D. 1886.

as is alleged in said plaintiffs petition, the sum of $102.16.
It is therefore considered that said plaintiff do recover of said defendant the said sum of $102.16 so as aforesaid confessed to be due together with costs of suit herein to be taxed. And by virtue of said warrant of Attorney all errors are released and all right of appeal, and all right to file a petition in error are waived, and the Court further finds that said note draws and bears 8 per cent per annum, it is ordered that said judgment bear interest at the same rate.

Wm H. Geary, Treasurer &c. vs George B. Hamilton } 5130

This day this cause came on to be heard upon the petition of plaintiff herein filed, and the defendant being in default for answer and demurrer thereto the Court do find that the allegations in said petition are confessed by said defendant to be true, and that there is due from the defendant to the plaintiff as Treasurer of Huron County, Ohio the sum of Two Hundred and Seventeen and 46/100 Dollars. It is therefore considered and adjudged by the Court that said plaintiff William H. Geary as Treasurer of Huron County Ohio do recover from the said defendant George B. Hamilton the said sum of Two Hundred and Seventeen and 46/100 Dollars and his costs herein expended taxed to $ and execution is awarded therefor
It is further considered, ordered and decreed by the Court that unless the said defendant shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the said costs herein and to said plaintiff as Treasurer as aforesaid said sum of $217.46 then that an order issue to the sheriff directing him to appraise, advertise and sell the premises described in plaintiffs said petition as upon execution and bring the proceeds into Court for further order herein

Wm H. Geary, Treas. &c. vs. Camp & Randall Manf'g. Co. } 5129

This day this cause came on to be heard upon the petition of plaintiff herein filed, and the defendant being in default for answer and demurrer thereto the Court do find that the allegations in said petition are confessed by said defendant to be true, and that there is due from the defendant to the plaintiff as Treasurer of Huron County, Ohio the sum of Four Hundred and Sixteen and 59/100 Dollars. It is therefore considered and adjudged by the Court that said plaintiff William H. Geary as Treasurer of Huron County, Ohio do recover from the said defendant Camp & Randall Manufacturing Company the said sum of Four hundred and sixteen and 59/100 Dollars and his costs herein expended taxed to $ and execution is awarded therefor.
It is further considered, ordered and decreed by the Court that unless the said defendant shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the said

5120

costs herein, and to said plaintiff as Treasurer as aforesaid, said sum of $416.52 then that an order issue to the Sheriff directing him to appraise, advertise and sell the premises described in plaintiffs said petition as upon execution and bring the proceeds into Court for further order herein.

The Court this day allowed and ordered paid to Marion Hopkins Sheriff the following bill, to-wit:-

C.

For serving 15 Grand Jury Witnesses @ 10 cts. ea.	1	50
" making Copies for above " " "	1	50
" 92 miles travel on " " 8 "	7	36
" 15 days attending Court " $2.00 pr. day	30	00
" " " " " by A. H. Goodwin " " "	30	00
Total $	70	36

Attest- J. L. Bergener Clerk.
By A. R. Bergener Deputy

5-120

O. Miller, Plaintiff
vs.
Ousler and Finch and John M. Brodrick et. al. as Trustees &c.

This day came on this cause to be heard upon the petition of the plaintiff to marshal the liens, The defendants John M. Brodrick et. al. as Trustees &c having filed answer setting up their claims and the Court being fully advised in the premises find that the allegations contained in the plaintiffs petition to be true, and that there is due the plaintiff as he has alleged in his petition the sum of $275.25 and costs amounting to $ the same having been found due, and judgment rendered on the 3d day of June 1886 by this Court at its May Term, and that on said 3d day of June 1886, execution was issued by order of said plaintiff to the Sheriff of Union County, Ohio and on the same day for want of goods and chattels, said Sheriff levied said execution on the real estate in the petition described belonging to said Ousler & Finch and returned the same to this Court thereby creating a good and subsisting lien upon said real estate. The Court also finds that no part of said judgment, costs or increase costs amounting to $1.25 which accrued on said execution has yet been paid, and that there is due the plaintiff the said sum of $275.25 with interest on the same from the 8th day of June 1886, costs and increase costs amounting to $6.45 and also the costs of this proceeding amounting to $

It is therefore ordered by the Court that if the defendant Ousler and Finch fail for five days from this date July 19th 1886 to pay said plaintiff said sum of money with its interest, costs and increase costs, that an order of sale issue to the sheriff of said County of Union Commanding him to appraise, advertise and sell according to law, the real estate so levied on and in the petition described, and bring the proceeds into this Court for distribution,

Monday, July 19th A.D. 1886.

Abner Said, Executor of
Presley Said, deceased. Plaintiff
Against
John H. Stewart, David Shuler and
Edward Robinson, Defendant:

This day this cause came on to be heard on the motion filed by the defendant John H. Stewart, May 19th 1886 to strike from plaintiffs petition certain redundant and irrelevant matter. On consideration whereof the Court doth sustain said motion as to the matter mentioned under the third (3) and sixth (6th) grounds thereof and doth overrule said motion as to the first, second, fourth fifth and seventh grounds thereof, to which decision and judgment of said Court in overruling said motion as to said 1st, 2nd, 4th, 5th & 7th grounds thereof the said defendant John H. Stewart did except. And therefore leave is given to plaintiff to amend said last amended petition within 20 days from the date of this entry and leave is given to defendant John H. Stewart to further plead within 30 days thereafter and this cause continued.

4483 J. J. Finley
vs.
Michael Fongwel et. al.

This day this cause came on to be heard on motion of plaintiff to confirm sale of premises recently made by the sheriff - and the Court being fully advised in the premises and upon the plaintiff producing the return of the sheriff find that said sale and proceedings of the Sheriff has in all things been regular and according to law. Wherefore it is ordered by the Court that said sale be and the same is hereby confirmed and the Sheriff is ordered to convey to the purchaser said premises by deed according to law, and the Court coming now to the distribution of the proceeds of said sale orders that out of said proceeds the Sheriff pay the taxes now due upon said premises. 2nd the costs of this action - 3rd the mortgage lien of the plaintiff, to-wit-$ and the balance of said proceeds to be brought into Court and held by sheriff for further order of Court -

5-072 Charlotte Jolliff et. al.
vs.
Martha Pitts et. al.

4994

This day came the plaintiff by her attorney and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And said Sheriff is ordered by deed duly executed to convey said premises, to the purchaser O. E. Fish in fee simple. It is further ordered that out of the proceeds of said sale the Sheriff pay:-

First: To the Treasurer of Union County $16.12/100, being the taxes and penalty due on said premises.
Secondly: To the Clerk of this Court the costs of this action, including a counsel fee of $43.00 to R.B. Fulton for his services herein, taxed at $100.00
Thirdly:- And of the residue of said sale, to the plaintiff Charlotte Jolliff one third of the cash proceeds, to-wit: $116.85 and two notes each for the sum of $115.55 one due in one year and one in two years: to the defendant Amelia Pilus one third of the cash proceeds, to-wit $116.85 and two notes each for the sum of $115.55 one due in one and one due in two years: to the defendant Jesse Mc. Kinn one fifteenth part of the cash proceeds, to-wit $23.37 and two notes each for the sum of $31.11 one due in one and one in two years: To Florence Lockhart (formerly Florence Pierce) one fifteenth of the cash proceeds, to-wit $23.37 and two notes each for the sum of $31.11 one due in one, and one due in two years: to John Gray Guardian of Amanda E. Pierce, Benjamin Pierce and Hattie Pierce three fifteenths, to-wit:- $70.11 and two notes each for the sum $93.33 one due in one and one in two years.

Charles Arthur
vs.
Viola Arthur

This day came on this cause to be heard on the evidence upon the question of gross neglect of duty by defendant as alleged in the petition. Whereupon the Court find said charge of gross neglect of duty sustained and grant the divorce on that ground and the Court by the request of the plaintiff order the allegations of other grounds to be stricken out of the petition and omitted from the Record
It is therefore considered ordered and adjudged by the Court that the plaintiff be and he is divorced from his said wife and said marriage declared null and void and the plaintiff to have the custody of the children and the defendant allowed to see them at reasonable times and places in the presence of a mutual friend at places other than the home of plaintiffs mother and the defendant is enjoined by the Court from interfering with said children or taking either of them from the possession of the plaintiff except as above provided for her seeing them or conversing with them.

4994

Timothy Fahey
vs.
Delilah Price et. al.

This day, upon his own motion, William Harris is made a defendant in this case, and filed his answer and cross petition

Monday July 19th A.D. 1886.

Julia A. Chapman
vs.
Sarah Whiteley et al. } Court of Common Pleas Ottawa County Ohio.

This cause came on to be heard upon motion of P. E. Barnes et al. to open up the judgment heretofore made at this term of Court and that the proceeding in partition heretofore had be set aside the same was argued by Counsel and the Court being fully advised in the premises find there is apparent error in said proceeding and it is further ordered by the Court that all of said partition proceedings be set aside except the order of the assignment of Dower to said Sarah Whitley and Jason S. Chapman and P. E. Barnes (or his assigns) have leave to file answer and cross petition in said case and cause continued to next term of this Court.

H. C. Hoskins assignee
vs
Michigan Mutual Ins Co and others } Marshaling Liens.

45-71

This day came on this cause to be further heard as to the distribution of the balance of the proceeds of sale of land in the petition described, heretofore made in this case under a former order of this Court. Said premises having sold for the sum of Twenty one hundred eleven and 50/100 Dollars ($2111.50) and the Court having at a prior term made an order to pay, First the Taxes on said premises amounting to the sum of One hundred twenty three and 39/100 dollars ($123.39) Second, The cost in this case taxed to $ 109
Third, To the defendant The Michigan Mutual Fire Ins Company the sum of Five hundred Sixty one and 13/100 Dollars on Mortgage lien which is first and best on said premises.

The Court now coming to distribute the balance of said proceeds do order on this 19th day of July 1886, To Clerk of Court for cost in case of J. M. Hoskins vs J. B. Strupe et al from Williams County Ohio $ 22.80
Fourth. To pay W. W. Hill as assignee of L. M and A. J. Blake on judgment in favor of said L. M and A. J. Blake a balance of One Hundred and four dollars and costs Eighteen Dollars ($118.00)
Fifth. To pay Robinson and Piper on their judgment lien, Thirty Nine & 80/100 Dollars (39.80) and their costs in and about the Suit. $15.00
Sixth. To Coodman and Thornhill their Mortgage lien amounting to Four Hundred Sixty and 72/100 dollars ($460.72)
Seventh. To Jane E. Hoskins on her claim as Wife of the assignor J. M Hoskins for Exemption in Lieu of Homestead in the sum of Five Hundred dollars ($500.00)
Eighth. To William M. Ayers on his judgment lien amounting to the sum of Six hundred Eighty three & 7/100 Dollars ($683.74) and costs of Suit taxed to $8.00
The foregoing sums amounting to More than Twenty five hundred dollars and being largely in excess of the said proceeds of said Sale, the court make no further order of distribution in this case, and leave all other liens and claims to be disposed of without prejudice by any order or decree in this case.

S. P. Swartz
vs
Thomas Tewksbury
} Entry

This day this cause came on to be heard on the return of the Sheriff of the writ of Execution issued herein, with his report of his proceedings and Sale of lands and tenements under said writ; and the court having carefully examined the said proceedings being satisfied that the said Sale has in all respects been made in conformity to the provisions of the Statute in such case made and provided finds the same to be legal and does therefore approve and confirm the same. It is further ordered that the Sheriff make to the purchaser Emanuel Evans a deed in fee simple for the lands and tenements so Sold To-wit; Lot No 356 in Beatty's addition to Richwood, Situated on the East Side of Beatty's Avenue And a writ of possession is awarded to put said purchaser in possession of said premises. And the court now coming to the distribution of the purchase Money in the hands of the Sheriff orders that he pay,

First- To the Treasurer of this County the taxes and penalty due upon the property Sold, to-wit- $

Second- To the Clerk of this court the costs of this proceeding taxed at- $

Third- To Emanuel Evans the Stay bail in said case for whose benefit said Execution was issued, the balance of said purchase Money, to-Wit; $

$109

Morris W. Hill
vs
M. Ke. Baker et al
}

Now comes the plaintiff by his atty and the defendants M. Ke. Baker and Eliza A. Baker being in default for answer and demurrer. The court find that the allegations of the petition are confessed by them to be true. and that they are indebted to the plaintiff in the sum of $ 353.25 with 8 % interest from this date, It is therefore considered by the court That the said M. W. Hill plaintiff recover of the said defendants the said sum of $353.25 and interest as aforesaid and his costs herein Expended taxed at $

The court further find that in order to Secure the payment of said note the defendants M. Ke. Baker and Eliza~~beth~~ A. Baker his wife executed and delivered to said Morris W. Hill the plaintiff their certain Mortgage as in the petition described and on the premises therein described. That said Mortgage was duly recorded in book 20 page 623 of the Record of Mortgages of Union County and is the first and best lien on the premises described in the petition.

It is therefore considered and adjudged that unless the defendants shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the plaintiff the Amount so found due as aforesaid with interest at 8% from the date of this decree The defendants Equity of Redemption be foreclosed and said premises shall be Sold. and an order of Sale shall issue therefor to the Sheriff of Union County directing him to Sell said premises as upon execution and bring the proceeds into Court for further order-

July 19- 1886.

5000 William Black
vs
Jason N. Chapman et al

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made herein under the former order of this court, and the court, on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been made in all respects in conformity to law and the order of this court, it is ordered that said proceedings and sale be and the same are hereby approved and confirmed. And on motion of the defendant Jason N. Chapman it is ordered by the court that an order issue to C.A. Lee Surveyor to proceed to the premises herein sold and make a survey of the same to ascertain the exact number of acres contained in said premises, and said Surveyor is ordered to report to this court the exact number of acres in said premises together with a pertinent description of the same. And it is further ordered that the said Sheriff convey to the purchaser William Black by deed according to law the property so sold using for a description of said premises the one reported to the court by said Surveyor, and a writ of possession is awarded to put said purchaser in possession.

The said Surveyor having made his Report to the court that the number of acres of land contained in said premises is 82-13, the court now coming to distribute the proceeds of said sale amounting to the sum of $2738.21 orders as follows

1st The taxes amounting to $160.67 be paid
2d That costs herein amounting to $121.32 be paid
3d That William Black claim amounting to $1934.36 be paid
4th That $500cc be paid to Jason N. Chapman in lieu of a homestead
5th That the balance of the purchase money be paid to J.W. Robinson on his claim of the judgment of Staymates vs Jason N. Chapman J.D. White and Jonathan Cheney.

4626 Martha Moore
vs
George Bayer

This day came the parties by their Attorneys and this cause came on to be heard upon the pleadings of the parties and the evidence and was argued and submitted. On consideration thereof the Court being fully advised in the premises do find the equities of the case to be with the plaintiff The Court finds that said plaintiff purchased and is the owner of said lot No. 759 in Beems addition to said Village of Richwood, Ohio. That the said defendant purchased and is the owner of said Lot No. 760, That in making said deeds there was a mutual mistake in describing said lots which in equity ought to be corrected.

It is therefore adjudged and decreed by the Court that the said plaintiff be and she is hereby quieted in her possession and enjoyment of said Lot No. 759 and the injunction heretofore granted in this case is made perpetual and the said defendant and all persons claiming through or under him are forever and perpetually enjoined from interfering with the plaintiff in her possession and enjoyment of said premises. And it is further decreed that the defendant pay the costs of this proceeding within ten days and in default thereof that execution issue therefor, as upon judgments at Law. The deft gave notice of appeal & the Court fix the bond for appeal at $200-

William Whitley
vs
#873 J. J. Finley et. al

This day came this cause on to be heard upon the motion of the defendant for a new trial and was argued by counsel and submitted, On consideration whereof the Court overrule said motion on condition that the plaintiff remit all above two hundred dollars and thereupon said plaintiff consented to said remittitur. It is therefore adjudged that the plaintiff recover of said defendants the sum of two hundred dollars (being for the balance of said verdict after said remittitur) together with his cost herein expended, taxed to $ To which ruling the defendants except and it is ordered that the records be kept open for 30 days for the purpose of filing a bill of exceptions.

Timothy Kelley
vs
#995 John Price

Upon motion to the Court by Wm. E. Seofield, counsel for petitioners and upon producing the return of the Sheriff of a sale by him made in pursuance of a former order of the Court in this case, the Court having here carefully examined the proceedings of said Sheriff, and finding the same to have been had in all respects in conformity to law, and the orders hereinbefore made do approve and confirm the same, and the Sheriff is ordered by deed in fee simple to convey said premises to the purchasers Chester Patterson and R. N. Riley and a writ of possession is awarded to put the purchasers in possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to the sum of $251.00 do order that said Sheriff out of the money in his hands pay First, The costs and increased costs of this case amounting to the sum of $52.75 Second, The taxes now due upon said premises amounting to $23.25 Third, The balance of said proceeds be pay to the said plaintiff to apply on the amount hereinbefore found due him herein, to-wit $175.80

O. E. Lincoln & Co.
vs
No. 5080 Ed. P. Haughton Admr &c. et. al

This day this cause came on for hearing on the motion of the defendant Michael O'Brian for a new trial herein, and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do overrule said motion.

It is therefore considered and adjudged by the Court that the said plaintiff do recover of the said defendant Michael O'Brian the said sum of $135.00 so found due from him by the jury heretofore impannelled herein with eight per cent interest thereon from the 1st day of June A.D. 1886, together with its costs herein expended, taxed to $ and execution is awarded therefor. To all of which orders judgments and rulings of the Court the said defendant Michael O'Brian, by his attorneys, then and there excepts.

July 19th A.D. 1886.

Martha J. Finley
vs
4910 John J. Finley

This cause came on this 3rd day of June A.D. 1886 to be heard on the petition, the answer and cross petition of the defendant John J. Finley and the evidence, and on consideration thereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union. The Court further find upon the evidence adduced that the defendant has been guilty of habitual drunkenness for more than three years last past, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefor ordered, adjudged and decreed by the Court that the marriage contract heretofore existing between the said Martha J. Finley and John J. Finley be, and the same hereby is dissolved, and both parties are released from the same.

It is further ordered that the custody, care, education and control of the said child (Sarah Ellen Finley aged 9 years) of the said parties hereto be, until further order confided to the said Martha J. Finley. The said John J. Finley to have the privilege of visiting said child at proper times, to-wit - once each week.

It is further ordered and adjudged that said plaintiff do also have, possess and enjoy as and for alimony, the following personal property with the right to use, sell or dispose thereof at her pleasure, to-wit - all her wearing apparel, and all her household and Kitchen furniture now in her possession, and situate in the residence of the said plaintiff in Richwood, Ohio.

It is further ordered and adjudged that the defendant pay the plaintiff as her reasonable alimony in money the sum of $600.00 and payable as follows, $200.00 in sixty days from this date - $200.00 in one year from this date — and $200.00 in two years from this date of June 3rd 1886.

And the same is hereby made a lien upon all the real estate of the defendant - and in default for three days of any such payment execution is allowed to issue therefor, which alimony is allowed to the plaintiff and accepted by her in lieu and stead of any contingent or inchoate right of dower which 4941
she has or might have in the real estate of said J. J. Finley and said real estate is released from said contingent or inchoate dower right and the contingent right of curtesy of said J. J. Finley in plaintiffs real estate is also released and extinguished.

It is further ordered and considered by the Court that the said Martha J. Finley recover from the said defendant her costs herein expended, taxed at $—

C. C. Waltz
4861 vs
Jonathan Hammond

The plaintiff is ordered to give security for costs in 30 days from rising of Court. 4969

4913 E. H. Fry vs A. Dickson et. al. Settled by parties.
4732 E. C. Williams vs C. E. Seeley et. al. Continued under former order.
4103 Timothy Fahey vs L. J. Taylor et. al. Leave to answer in ten days from rising of Court.

4945
4706
5044
4941

Edwin Wilson

4945 vs Settled. Plaintiff to pay all costs, except that defendants pay their own

Jas Fullington & Co witness fees and depositions. No record to be made.

Emma Walters

4706 vs Motion overruled as to the first and last grounds stated therein and

Wm Schneider sustained as to 2nd and 3rd grounds stated therein as to the

striking out of certain matter. Leave to file amended in 20 days.

Ann Fogarty

5044 vs Demurrer to amended petition sustained, on motion Fullington & Phillips, stricken

Geo. Schlegel et. al from petition. Leave to amend petition in 20 days.

John Gibson Admr & c.

4941 vs Order of Appraisement and Sale.

Wm B. Smith et. al.

This day came the parties and thereupon this cause came on for hearing on the motion of the plaintiff to set aside the appraisement heretofore made under the order for sale at private sale of the 82½ tract of land in the petition of plaintiff described, heretofore made, and for a new order of appraisement and sale of said tract, was submitted to the Court, On consideration whereof and good cause being shown therefor it is ordered that said appraisement be, and the same hereby is set aside: And it is ordered that a new order of appraisement and sale of said tract issue, and the said be said thereunder and it is ordered that Levi Keraw, Eli Hildebrand and Adam Phillips three judicious disinterested men, freeholders of the vicinity being first duly sworn do upon actual view of the said premises, 82½ tract, in the petition of plaintiff described make a just valuation thereof in money; and that said plaintiff thereupon proceed to sell said real estate at private sale according to law, at not less than the appraised value thereof upon the following terms, ⅓ cash in hand, ⅓ in one year, and ⅓ in two years from date of sale, the deferred payments to bear interest from date of sale,

John Gibson Admr & c.

4941 vs

Wm B. Smith et al.

On motion of plaintiff it is ordered that Jacob Harsh and the executors, Henry H. Westlake and Samuel Westlake of Josiah Westlake deceased be made parties defendant in this cause, which is accordingly so done.

W. H. Crary Treas, & c,

4969 vs

Wm Turpin et. al.

This day came the plaintiff and defendant and upon producing the return of the Sheriff of the sale by him made the Court finds said sale and proceedings correct and according to law and on motion of the plaintiff the Court therefore approves and confirms the same, and the Sheriff is ordered by deed duly executed to convey said premises to the purchaser James H. Robinson. The Court coming now to the distribution of the proceeds of said sale amounting to $ do order that the Sheriff out of the money in his hands pay, 1st the costs of this action taxed to $ 2nd To the plaintiff the amount of the tax lien herebefore found due together with the accrued taxes that may now be a lien on said premises, 3rd To William H. Ballenger & Co. being judgment int. & costs of his attachment claim on said premises. and the questions as to the balance of said purchase money are reserved for further orders of this Court.

May Term A.D. 1886 Closed July 19th 1886.

It is ordered that all causes, motions and matters now pending in this Court, and not otherwise disposed of, be, and the same are, hereby continued to the next term thereof.

This separate session of this Court of Common Pleas for the Term of May, A.D. 1886, was begun on Monday the 24th day of May A.D. 1886 and continued from day to day and from time to time by regular adjournments until this 19th day of July A.D. 1886, and is now adjourned without day.

Attest J. L. Bergner, Clerk.

William Whitley }
vs }
John J. Tinley v P. R. R. Co. }

This day came the defendants and presented to the Court their certain bill of exceptions herein which is allowed, signed, sealed and ordered to be made a part of the record of this case.

August 17th 1886

John A. Price Judge.

W. A. McCamey
5153 vs } Arbitration and award.
Jesse Laughrey Admr of
the estate of John G. McCamey dec'd

On the ninth day of September A.D. 1886 the referees herein filed their report which reads in the words and figures following:

The undersigned to whom were referred certain matters in controversy between W.A. McCamey and Jesse Laughrey Administrator of the estate of John G. McCamey deceased, more particularly mentioned in the agreement to arbitrate, signed by said parties on the 9th day of September 1886 having been first duly sworn and having heard the allegations and proofs of the parties do determine and award 1st That the said Jesse Laughrey out of the assetts of the estate of said John G. McCamey deceased applicable to that purpose pay to said W. A. McCamey the sum of $624,00 2nd That the costs of this reference be paid by said Administrator out of the assetts of said estate.

September 9th 1886. R. W. Coons Esq. [Seal]
Fees of Justice $3.65 of Court $6.15 J. Ritchie Esq. [Seal]
" " Witnesses $5.00 " Referees $3.00 Alex Crist Esq. [Seal]

Attest. J. D. Burgner. Clerk.

Adaline Paling } Order of Injunction before Probate Judge Union County Ohio.
5169 vs
Theodore Paling

And now on this 22nd day of Sept. A.D. 1886 came the plaintiff by J. M. Kennedy her Attorney; and it being made to appear that there is at this time no Com. Pleas Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff therein filed, and after hearing the argument of counsel, and being fully advised in the premises it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant from selling or disposing of any of the corn crop growing on the farm occupied by the defendant, being about eight acres of corn, also to restrain said defendant from selling or disposing of any more of the hay crop of 1886 now remaining on said land. Said farm being fifty acres situate in Allen Township, Union County, Ohio, and the same referred to in the petition, excepting so much of the same as is necessary to feed the team and provide bread stuff for the family as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas of Union County issue summons in this case endorsed injunction allowed without the bond required by statute.

John B. Foote Probate Judge

Mandate from the Circuit Court.

Com. Pleas
No. 4796

State of Ohio. Circuit Court.
Union County, S.S. Union County, O.

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio began and held before
Hon. John J. Moore, }
" Henry C. Jewett, } Presiding Judges, at Marysville, Ohio on the 6th day of Oct. A.D. 1886 among other proceedings then and there had by and before said Court as appears by it Journal, were the following namely, viz:

O. C.
No 44

Geo. W. Langbrake Plaintiff in Error, vs A. J. Smith Defd in Error.
This day came on this cause for decision and the Court having heard the parties and considered the cause do find error in said record in this, that the Court of Common Pleas erred in rendering judg't against the plaintiff in error for all the costs and for that reason said judgment for costs is reversed at the costs of the defendant in error and further this Court renders the judgment which the said Court of Common Pleas should have rendered, to-wit: That each party pay his own costs in said Court. It is therefore considered and adjudged by the Court that each of said pay his own costs in said Court and in default for ten days that execution issue therefor, and this cause is remanded for execution.
Ordered, That a special mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.
Ordered, That a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for ~~entry~~ &c,

I, John D. Burgner Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.
Witness my hand and the seal of said Court this 8th day of October A.D. 1886.

Seal

J. D. Burgner, Clerk Circuit Court.

State of Ohio,
County of Union S.S. Circuit Court of Ohio within and for Union County.
To the Honorable Court of Common Pleas, within and for the County of Union, State of Ohio, Greeting; We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Andrew J. Smith against Geo. W. Langbrake into execution.
Witness my hand and seal as Clerk of our said Circuit Court at Marysville Ohio, this 8th day of October A.D. 1886.

Seal

J. D. Burgner, Clerk.

Mandate from the Circuit Court.

The State of Ohio.
Union County, ss. Circuit Court Union County, Ohio. At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, begun and held before Hon. John J. Moore,
" Henry W. Seney, Presiding Judges, at Marysville, on the 6th day of Oct. A. D. 1886, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz: (Richard O'Brien, Plff in Error,
No. 5'2
v's
O. E. Lincoln & Co, Defts in Error.

This day again appeared the parties by their Attorneys and this cause came on for decision the same having been heretofore taken under advisement by the Court. On consideration whereof the Court do find that there was no error in the judgment of the Court of Common Pleas of Union County Ohio as complained of in said petition in error.
It is therefore considered and adjudged by the Court that the said decision and judgment of said Court of Common Pleas be, and the same hereby is affirmed, and that said plaintiff in error herein pay the costs of this proceeding taxed to $- and execution is awarded. To which ruling and judgment of the Court the said plaintiff in error by his attorneys hereby excepts.
Ordered that a special Mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.
Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry &c.
J. J. D. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and copied from the journal of said Court. Witness my hand the seal of said Court this 8th day of Oct. A. D. 1886. (Seal) J. D. Burgner, Clerk, Circuit Court.

The State of Ohio.
County of Union, Circuit Court of Ohio, within and for Union County.
To the Honorable Court of Common Pleas, within and for the County of Union Ohio. Greeting; We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of O. E. Lincoln & Co. vs Richard O'Brien et al. into execution.
Witness my hand and seal of Clerk of our said Circuit Court, at Marysville Ohio, this 8th day of Oct. A. D. 1886.
J. D. Burgner, Clerk.

Mandate from Circuit Court.

The State of Ohio)
Union County) SS. Circuit Court Union County, Ohio. At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, began and held at Marysville, Ohio on the 6th day of Oct A.D. 1886 among other proceedings then and there had by and before said Court as appears by its Journal, were the following, viz: M. W. Hill Assignee of S. M. and A. J. Blake vs Alex. Read and C. C. No. 514
C. C. No 550 Lucinda Read. This day appeared the parties and their Attorneys and thereupon this cause came on to be heard upon the petition of plaintiff the answers of Lucinda Read and the evidence. On consideration whereof the Court finds the equities of the case with the defendants.

It is therefore considered ordered and decreed by the Court that the petition stand dismissed and the defendants go hence without day.

It is further ordered and adjudged by the Court that M. W. Hill as Assignee of S. M. and A. J. Blake pay all the costs of this proceeding herein taxed to $

Ordered that a special Mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.

Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry, ect. J. Q. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court. Witness my hand and the seal of said this 8th day of Oct. A. D. 1886. (Seal) J. Q. Burgner. Clerk Circuit Court.

The State of Ohio)
County of Union) SS. Circuit Court of Ohio, within and for Union County.

To the Honorable Court of Common Pleas, within and for the County of Union Ohio. Greeting: We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of M. W. Hill Assignee of S. M. & A. J. Blake vs Alex. Read and Lucinda Read into execution. Witness my hand and seal at Clerk of our said Circuit Court at Marysville, Ohio, this 8th day of Oct. A. D. 1886. (Seal) J. Q. Burgner. Clerk.

Union County

Mandate from Circuit Court.

State of Ohio.
Union County, SS. Circuit Court, Union County, Ohio. At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, began and held before Hon. John J. Moore and Henry C. Seney, Presiding Judges at Marysville, O. on the 6th day of Oct. A.D. 1886. among other proceedings then and there had by and before said Court, as appears by its journal, were the following, viz:

C. C. No. 514 Merlin Benton Pltff in Error,
vs
Allen Haines Dft in Error.

This day again appeared the parties by their attorneys and this cause having been heretofore taken under advisement by the Court now came on for decision. On consideration thereof the Court find that there is no error apparent upon the record of the proceedings and judgment of the Court of Common Pleas of Union County, Ohio.

It is therefore considered ordered and adjudged by the Court that the said judgment be and the same is hereby affirmed and that the plaintiff in error pay the costs herein taxed to $. Ordered that a special Mandate be sent to the Union County Court of Common Pleas to carry this judgment into execution.

Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry, &c. I, D. J. D. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and copied from the Journal of said Court.

Witness my hand and the seal of said Court this 8th day of October A.D. 1886.

The State of Ohio.) Seal J. D. Burgner, Clerk C. C.
Union County) SS Circuit Court of Ohio. Within and for Union County.

To the Honorable Court of Common Pleas within and for the County of Union Ohio. Greeting: We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Merlin Benton Pltff in error vs Allen Haines Dft in error into execution.

Witness my hand and seal as Clerk of our said Circuit Court at Marysville, Ohio, this 8th day of Oct. A.D. 1886. Seal J. D. Burgner, Clerk.

Mandate from Circuit Court.

C.C.Vol 4 9

The State of Ohio
Union County SS. Circuit Court Union County, Ohio At a term of the Circuit Court within and for the County of Union, to the State of Ohio, began and held before Hon. John J. Nixon, Hon. Henry H. Jerry Presiding Judges at Marysville O. on the 6th day of Oct. A.D. 1886 among other proceedings then and there had by and before said Court, as appears by its Journal were the following, viz:
J. J. Finley and P. R. Kerr Pltffs in error.
O.C. No. 57 vs
William Whitley Dft in error.

This day again came the parties by their attorneys and this cause having been heretofore taken under advisement by the Court now came on for decision and on consideration thereof the Court find that there is no error apparent upon the record of the said proceedings and judgment of the Court of Common Pleas of Union County, Ohio. It is therefore considered ordered and adjudged by the Court that said judgment be, and the same is hereby affirmed, and that the defendant in error, recover of the plaintiffs in error his costs herein expended taxed to $. To all of which the said plaintiffs in error except.
Ordered that a special Mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.
Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry, etc. I, J. D. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.
Witness my hand and the seal of said Court this 8th day of Oct. A.D. 1886.
The State of Ohio. Seal J. D. Burgner Clerk Circuit Court.
County of Union SS. Circuit Court of Ohio within and for Union County.
To the Honorable Court of Common Pleas, within and for the County of Union Ohio. Greeting; We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of J. J. Finley and P. R. Kerr Pltffs in error vs William Whitley Defendant in error into execution. Witness my hand and seal at Clerk of our said Circuit Court at Marysville, Ohio, this 8th day of Oct. A.D. 1886. Seal J. D. Burgner, Clerk S.

Mandate from Circuit Court.

The State of Ohio.

C.C.Rec'd 49 Union County S.S. Circuit Court Union County Ohio. At a term of the Circuit Court within and for the County of Union in the State of Ohio began and held by on Hon. John J. Moore, Hon. Henry W. Seney Presiding Judges at Marysville Ohio on the 6th day of Oct. A.D. 1886. among other proceedings then and there had by and before said Court as appears by its Journal were the following viz:

C. C. No. 49

(Western Union Telegraph Co. Plff in error,
vs
Samuel McAllister. Dfendant in error.

This day again came the parties by their attorneys and this cause having been heretofore taken under advisement by the Court now came on for decision, on consideration whereof the Court find error in the judgment of the Court of Common Pleas of Union County Ohio. and the same is therefore reversed at the costs of the defendant. It is therefore considered ordered and adjudged by the Court that said judgment be and the same hereby is reversed and remanded to the said Court of Common Pleas for further proceedings and that the plaintiff in error recover of the defendant in error its costs herein taxed to $. To all of which said McAllister defendant in error excepts.

Ordered that a special Mandate be sent to the Court of Common Pleas of said County to carry this judgment and order into execution.

Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry. &c. J. J. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court. (Seal)

Witness my hand and the seal of said Court this 8th day of Oct. A.D. 1886.

J. J. Burgner. Clerk Circuit Court.

The State of Ohio
County of Union S.S. Circuit Court of Ohio. Within and for Union County.

To the Honorable Court of Common Pleas, within and for the County of Union, Ohio. Greeting; We do hereby command you that you proceed without delay to carry the within and foregoing judgment (order) of our Circuit Court in the cause of the Western Union Telegraph Co. Plff in error, vs Samuel McAllister Dfdt in error into execution. Witness my hand and seal as Clerk of our said Circuit Court at Marysville, Ohio. this 8th day of Oct. A.D. 1886 (Seal)

J. J. Burgner. Clerk.

Mandate from Circuit Court.

The State of Ohio
Union County } SS. Circuit Court, Union County, At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, begun and held before Hon. John J. Moore, Hon. Henry C. Seney Presiding Judges at Marysville, Ohio, on the 6th day of Oct. A.D. 1886, amongst other proceedings then and there had by and before said Court as appears by its Journal, were the following, viz:

C. C. No. 513 Geo. T. Dilsaver
vs
T. P. Crally & C. J. Blake

This day again appeared the parties by their Attorneys and this cause having been heretofore taken under advisement by the Court now came on for decision on consideration whereof the Court find there is no error apparent upon the record in said proceedings and judgment.

It is therefore considered by the Court that said judgment be, and the same hereby is affirmed and that the defendants in error recover from the plaintiff their costs herein expended taxed to $ and that be no penalty attached. Ordered that a special Mandate be sent to the Court of Com. Pleas of said County to this judgment into execution. Ordered that a copy of this entry be certified to the Clerk of the Court of Com. Pleas of Union Co, forthwith.

I, John D. Brugner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the journal of said Court.

Witness my hand and the seal of said Court this 8th day of Oct. A.D. 1886.

The State of Ohio, } (Seal) J. D. Brugner, Clerk, C. C.
County of Union, } SS. Circuit Court of Ohio, Within and for Union County.

To the Honorable Court of Common Pleas, within and for the County of Union Ohio, Greeting: We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court into execution. Witness my hand and Seal as Clerk of our said Circuit Court at Marysville, Ohio, this 8th day of Oct. A.D. 1886. J. D. Brugner, Clerk.

Mandate from the Circuit Court.

State of Ohio
Union County, ss. } Circuit Court Union County, Ohio.

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, begun and held before
Hon. John J. Moore
Hon Henry W. Seney } Presiding Judges

at Marysville Ohio, on the 6th day of Oct: A.D. 1887, among other proceedings then and there had by and before said Court, as appears by its journal, were the following, viz:-

No. 48. Rosina Weis Plaintiff in Error
vs.
John Struble, Defendant in Error

This day again came the parties by their attorneys and their cause having been heretofore taken under advisement by the Court now came on for decision on consideration thereof the Court find that there is no error apparent upon the record in said proceedings and judgment-

It is therefore considered by the Court that the judgment aforesaid be and is hereby affirmed and that the defendant in error recover from the plaintiff in error his costs herein expended taxed to $.

It is further ordered that a special mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.

It is also ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry etc.

I, John Q. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the Seal of said Court this 6th day of October A.D. 1886, John Q Burgner Clerk Circuit Court
By A.R. Burgner, Deputy.

Seal

State of Ohio
County of Union } Circuit Court of Ohio, within and for Union County.

To the Honorable Court of Common Pleas, within and for the County of Union O. Greeting:- We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Rosina Weis Plaintiff in Error vs John Struble Defendant in Error into execution. Witness my hand and Seal, Clerk of our said Circuit Court at Marysville Ohio, this 6th day of October A.D. 1886, John Q. Burgner Clerk
By A.R. Burgner, Deputy

Seal

Times fixed for holding the Court of Court of Common Pleas in Union County, Ohio. 1887.

Be it remembered that at a meeting of the Judges of the Court of Common Pleas of the Tenth Judicial District of the State of Ohio, at the Court House in the City of Toledo, in the County of Lucas and State of Ohio, on the 19th day of October 1886, for the purpose of fixing the times of holding the Terms of the Court of Common Pleas for the year A.D. 1887. It is ordered, That a Term of Court of Common Pleas be commenced at 8 o'clock A.M.

In Crawford County, on	January 3.	April 4th	September 12.
In Hardin County, on	" 17.	" 18.	" 19.
In Hancock County, on	February 21.	May 23.	October 31.
In Logan County, on	January 10.	April 4.	September 12.
In Marion County, on	February 7.	May 2.	October 17.
In Seneca County, on	January 17.	April 11.	September 19.
In Union County, on	February 21.	May 16.	October 24.
In Wood County, on	" 21.	" 23.	November 10.
In Wyandott County, on	March 7.	" 30.	" 14.

Henry H. Dodge
Caleb H. Norris
John A. Price
George F. Pendleton } Judges

The State of Ohio. }
Union County, S.S. }

This separate session of the Court of Common Pleas of the Tenth Judicial District of the State of Ohio within and for the County of Union for the Term of October in the year of our Lord one thousand eight hundred and eighty six held in the Court House in the town of Marysville County and State aforesaid was begun on Monday the 20th day of Oct. in the year aforesaid.

Present:

Hon. John F. Price Judge of the Court of Common Pleas of the Tenth Judicial District of the State of Ohio.

Marion Hopkins Sheriff. A. H. Goodwin Deputy Sheriff of said County.

John M. Broderick Prosecuting Attorney of Union County. Ohio.

Attest. J. D. Bunger Clerk of the Court of Common Pleas Union Co. O.

The Venire facias hereto issued and returnable this day at 10. o'clock A.M. was duly returned by the said Sheriff with his endorsements thereon as follows, viz;

The State of Ohio. Union County, S.S.

Sheriffs Office. October 20th A.D. 1886.

On the 27th day of September 1886 I received this Venire and served the same on the several persons therein named, at the times and in the manner placed opposite their names endorsed hereon as follows:

No.	Names	How served	When served.
1	Charley Comstock	By Copy	September 27th A. D. 1886.
2	W. W. Bales	" "	" " " " "
3	Caleb Haines	" "	" " " " "
4	J. F. Tilton	" "	" " " " "
5	J. W. Davis	" "	" " " " "
6	C. A. Ferguson	" "	" " " " "
7	Robt Hill	" "	" " " " "
8	N. C. Welch	" "	" " " " "
9	D. M. Cox	" "	" " " " "
10	L. J. Webster	" "	" " " " "
11	Andrew Gill	" "	" " " " "
12	D. H. Henderson	" "	" " " " "
13	David Skidmore	" "	" " " " "
14	Enoch Piersol	" "	" " " " "
15	T. P. Shields	" "	" " " " "

M. Hopkins Sheriff.
Union County. Ohio.

And upon calling the same in open Court Charley Comstock, W. W. Bales Caleb Haines, J. F. Tilton, J. W. Davis, C. A. Ferguson, Robt Hill, N. C. Welch, D. M. Cox L. J. Webster, Andrew Gill, D. H. Henderson, David Skidmore, Enoch Piersol T. P. Shields, and the panel being full the Court appointed T. P. Shields Foreman of the Grand Jury, and he, with his fellow jurors in manner and form as prescribed by law and the said Jury being instructed by the Court

in relation to their duties were conducted to their room, attended by the Sheriff.
The following named persons compose the grand jury, to-wit-
D. P. Shields, Foreman of the grand jury,
Charley Comstock, W. W. Bales, Caleb Holmes, J. F. Tilton, J. W. Davis, C. A. Ferguson,
Robert Hill, N. C. Welch, D. M. Cox, L. J. Webster, Andrew Gill, D. W. Henderson, David
Skidmore, Enoch Pierson.

6090 Sara P. Wood vs John A. Phillips et al

This day came the parties and it appearing to the Court that since the last Term of this Court S. S. Gardiner has been by the Probate Court of Union County, Ohio, duly appointed and qualified as guardian of William Crane, Allie and Elmer Crane, and that James Huggart has been by the said Probate Court duly appointed guardian of Thomas Huggart. On motion of said Orvil Swarts the said guardians of said wards are made parties hereto and thereupon came said guardians and filed their answers herein and on behalf of said wards waived the issueing and service of summons.

Crane

5161 D. F. McKitrick et al vs Isabella J. Hawkins et al.

This cause now coming on for hearing on the petition of the plaintiffs and evidence the Court find that the defendant Isabella J. Hawkins has been duly served with summons in this case and that she is in default for answer and demurrer and that the allegations of the petition are thereby confessed by her to be true, and that there is due the plaintiffs from the defendant Isabella J. Hawkins on the promissory note set forth in the petition with interest from the first day of this Term of Court the sum of Twenty three hundred and thirteen dollars and eighty eight cents ($2313.88).
The Court further find that in order to secure the payment of said note the defendant Isabella J. Hawkins executed and delivered to said D. F. McKitrick and Dell Robinson the plaintiffs her certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in Book No. 20 Page 3 of the records of Mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions in said Mortgage have been broken. It is therefore considered by the Court that the plaintiffs recover from the defendant Isabella J. Hawkins the said sum of twenty three hundred and thirteen Dollars and eighty eight cents with 8 % int. from the first day of this term of Court and their costs herein expended, and it is further adjudged and decreed that unless the defendant Isabella J. Hawkins shall within one day from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiffs herein the sum so found due as aforesaid with 8 % interest from October 25th 1886 the defendant Isabella J. Hawkins equity of redemption be foreclosed and said premises be sold and that an order of Sale issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceeding to this Court for further order. Gibson Carr has leave to file answer setting up lien by Saturday this week.

Monday October 25th 1886.

	L. D. Wright vs William S. Chandler and James Hamilton	No. 5'155
5'155		Now comes the plaintiff, by his Attorneys, and the defendants being in default for answer and demurrer, the Court finds the allegations of the petition are confessed by them to be true and that they are indebted to the plaintiff in the sum of $149.82/100 with interest thereon at 6 p/c from Oct. 25th 1886. It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of $149.82/100 with interest at 6 p/c from October 25th 1886 and his costs herein expended.
	George W. Court vs William S. Chandler and James Hamilton	
5'154		Now comes the plaintiff, by his Attorneys, and the defendants being in default for answer and demurrer, the Court find the allegations of the petition are confessed by them to be true, and that they are indebted to the in the sum of $197.98 with interest thereon at 6 p/c from October 25th 1886. It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of $197.98 with interest at 6 p/c from Oct. 25th 1886 and his costs herein expended.
	Harriett Stewart vs Cornelius E. Fish	
5'048		Now comes the defendant and moves the Court for leav to file answer in above entitled action and Court being fully advised in the premises do grant such leav and answer filed.
	Adah L. Morey et. al, vs E. Morey et. al	
5'158		This day on motion to the Court James S. McCampbell an Attorney at Law practicing in this Court was appointed Guardian ad-litem of the minor defendants Sherman M. Morey and Laura D. Morey, and thereupon came the said James S. McCampbell and in open Court accepted said appointment and filed the answer of said defendants herein.
	James M. Robinson Ex'r &c, vs Richard Rees et. al.	
5'156		On motion the Court appointe D. W. Myers Guardian ad litem of the minor defendants in this case and he appeared and accepted said trust and filed his answer for them.
	D. T. Ecciatt Admr &c, vs D. S. Ford et. al.	
4415		Left off docket.
	The State of Ohio vs James M. Walcutt et. al	
5055		Leav to file amended in ten days.
	Frances M. Dort vs Florilla D. Smith	
5062		Leav to file answer by Oct. 30, 1886.

5064 5075 5094 5108 (5174) 5118 5125 5126 5127 5128 5141 5144 5145 5149

5064	Ann C. Warner et. al. vs Wm H. Lamb	Mo. to dismiss for want of prosecution; mo. overruled and leave to answer in rule.
5075	Baacher W. Walter vire vs L. D. Warbs et. al.	This cause is dismissed for want of security for costs as heretofore ordered by the Court at a former term. It is therefor considered and adjudged that the plaintiff pay the costs herein taxed at $ and execution is awarded therefor.
5094	James L. Seymor vs The Incorporated Village of Magnetic Springs, O.	Leave to answer by Nov. 4, 1886
5108	Charles R. Hallow vs Julia E. Gabriel et. al	Leave to file answer by October 30th 1886
5118	Aughenbaugh & Baker Bros vs George Stohl	Leave to file answer by October 30. 1886
(5074 5124)	James Eddleman vs B. & G. Martin	Leave to file petition by October 30th 1886.
5125	C. R. Kerr vs B. & G. Martin	Leave to file petition by October 30. 1886.
5126	Frank Scott vs B. & G. Martin	Leave to file petition by October 30. 1886.
5127	Charles Bowers vs B. & G. Martin	Leave to file petition by October 30. 1886
5128	G. L. Brooks vs B. & G. Martin	Leave to file petition in 10 days.
5141	P. R. Kerr vs Wm Whitley	Leave to file answer in 10 days.
5144	Lucinda Park vs Rubin Huffman et. al	Leave to answer by October 30.
5145	O. P. Lenox vs Peter Hill	Leave to file petition in ten days.
5149	Effie G. Marshall vs Henry H. Marshall	This cause is dismissed at costs of defendant. It is therefor considered and adjudged by the Court that the defendant pay the costs herein taxed at $

5151 Scott Robinson vs Ed. P. Haughton et al. } Leave to answer by October 2d.

5160 O.M. Scott & Bro. vs E.B. Morse et al. Continued for service.

5166 W.K. Baker vs E. E. Hazen. Leave to file answer instanter.

5175 The State of Connecticut vs Richard H. White et al. }

This day this cause came on to be heard upon the petition of the plaintiff, the defendants, though duly served with a summons having failed to answer, demur or otherwise object to the petition of the plaintiff filed herein, but made default and this cause was submitted was submitted to the Court on said petition and the evidence, on consideration whereof and the Court being fully advised in the premises finds that the allegations of the said petition are true: that by reason of the non-payment of the interest Coupons falling due on the 1st days of February and August 1886, the principal note of $2,000.00 became due by plaintiff making a demand for the payment of the same, and that there is now due and owing to plaintiff, interest being calculated to 1st day of the present Term of Court, the sum of $2,177.22 which shall bear interest from the 1st day of this term at 8 per cent.

It is therefore considered adjudged and decreed that, unless the defendant R. H. White pay or cause to be paid to the plaintiff the said sum so found due as aforesaid together with 8 per cent interest thereon from the 1st day of this term of Court, and to the Clerk of the Court the costs herein within five days from the entry of this decree that an order issue to the Sheriff commanding him to cause said premises described in said petition to be appraised, advertised and sold, according to law and that he bring the proceeds into Court to await its further order.

5164 N. R. Cahill et al. vs Harvey M. Haines et al. } This day this cause came on to be heard upon the petition of the plaintiff, the defendants, though duly served with a summons herein, having to answer or demur, or otherwise object to plaintiffs petition, On consideration whereof and the Court being fully advised in the premises finds that all the allegations of the said petition are true, and that there is due to plaintiffs the sum of Four hundred and four and 68/100 Dollars interest being computed to the 1st day of this term.

It is thereupon considered adjudged and decreed that said N. R. Cahill pay or cause to be paid to plaintiffs the said sum of Four Hundred and four and 68/100 Dollars and interest from the 1st day of this term within five days from the entry of this decree, and to the Clerk of the Court the costs herein and that in default of such payment an order issue to the sheriff of Union County Ohio, commanding him to cause the real estate to be appraised, advertised and sold according to law, and that he bring the proceeds into Court to await further order.

Thereupon Court adjourned until tomorrow at 9 o'clock A. M.

4127

4666

5170

Tuesday October 26th A. D. 1886.

Court convened at 9, o'clock A. M. pursuant to adjournment the same officers being present as on yesterday. John A. Price Judge Presiding.

#1217 Elias Johnson vs R. H. White

This day this cause came on further to be heard upon the question of costs heretofore made in this case at a former term of Court and not heretofore adjudged in this cause and continued until this term, and the Court being fully advised in this case do consider and adjudge that each party pay the costs by him made and that in default of payment that execution issue accordingly.

#666 J. W. Robinson vs Thomas Martin et al

This cause coming on for hearing on motion of the Farmers Bank, defendant herein, to set aside the appraisement of the real estate levied on in this action and on consideration thereof and good cause shown it is ordered that the said appraisement be, and hereby is, set aside; and it is ordered that a new appraisement of the same be made.

5170 Peoples Bank Plaintiff vs Edward Higgins, Rachel Higgins and Joseph Price Defendants

This cause now coming on for hearing on the petition of the plaintiff and the evidence the Court find that the defendants Edward Higgins, Rachel Higgins and Joseph Price have been duly served with summons in this case and that they are in default for answer or demurrer and that the allegations of the petition are thereby confessed by them to be true and there is due to the plaintiff from the defendants Edward Higgins, Rachel Higgins as makers, and Joseph Price as endorser on the promissory note set forth in the petition with interest to the first day of this term the sum of One hundred and ninety nine and 25/100 Dollars ($199.25).

The Court further find that in order to secure the payment of said note the defendants Edward Higgins and Rachel Higgins his wife executed and delivered their certain Mortgage as in petition described and on the premises therein described that said Mortgage was duly recorded in Book — Page — of the Records of Mortgages of Union County Ohio and is the first and best lien on the premises described in the petition, and that the conditions of said mortgage have been broken. The Court further find that said Joseph Price before said note was due duly sold and endorsed the same to the plaintiff waiving demand and protest and assigned said mortgage to the plaintiff according said Mortgage and that said Joseph Price is liable thereon as endorser.

It is therefore considered by the Court that the Plaintiff recover from the defendant Joseph Price the said sum of $199.25 and the costs herein expended, and it is further adjudged and decreed that unless the defendant shall within two days from the entry of this decree, pay or cause or cause to be paid to the Clerk of this Court the costs of this cause and to the plaintiff herein the sum so found due as aforesaid with interest from the 1st day of this term of Court the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Tuesday October 26th A. D. 1886

5044 — Anna Fogarty vs George Schlegal et al

This day on motion to the Court Leave was given to the plaintiff to file her amended petition herein, and thereupon said amended petition was filed; this cause then came on further to be heard upon the demurrer of Tullington and Phillis to the amended petition and was argued by counsel, on consideration whereof and the Court being fully advised in the premises finds that said demurrer is well taken, and therefore sustains the same, and said action is dismissed so far as said Tullington and Phillis are concerned, to all of which the said plaintiff at the time excepted.

5169 — Adeline Poling vs Theodore Poling

This day this cause came on for hearing on the motion for the allowance of alimony pending said suit and the Court being fully advised in the premises do find for the plaintiff and allow her fifty dollars to be paid as follows, to-wit= $25.00 in ten days and $25.00 in 30 days from this date. It is therefore adjudged and decreed that the plaintiff recover of the defendant said sum of fifty dollars and costs of this motion and proceeding $25.00 said costs on or before ten days from this date and $25.00 on or before 30 days from this date and in default thereof execution issue therefor.

4706 — Emma Walters vs Wm Schmelzer — Leave to file amended petition in 20 days

4783 — Sarah Moses vs Wm H. Grubb et al — Leave to file amended petition and same filed. Leave to defendants to plead by Nov. 4- 1886

4789 — Sounder and Bright vs A. E. De Good et al — This day this cause came on to be heard on the demurrer to the 2nd ground of defense in the answer of Lydia DeGood wherupon the Court being fully advised in the premises do sustain said demurrer to which said defendant excepted, and leave is granted her to amend her answer.

4912 — Ellen Hamel vs A. K. Murphy — This cause is dismissed at plaintiffs costs. It is therefore considered and adjudged by the Court that plaintiff pay the costs herein taxed at $—

4977 — Ellen Hamel vs A. McLaughlin — This cause is dismissed at plaintiffs costs, It is therefore considered and adjudged by the Court that the plaintiff pay the costs herein taxed at $

4934 — John D Adams vs Ellen Hamel — This cause is dismissed at costs of plaintiff. It is therefore considered and adjudged by the Court that the plaintiff pay the costs herein taxed at $.

4945 — John A. Beebe Recr vs Mary Hastings Admx — Leave to file amended petition in ten days

5028	George Schoby vs Henry Lamb et al	Leave to file petition by Nov. 4, 1886.
5033	Joseph A Hines vs John Perry	Leave to answer by Nov. 1st 1886.
5168	Samuel Gamble vs Lafayette Whited et al	

This day this cause came on to be heard on motion of defendants requiring plaintiff to make his petition more definite and certain as stated in said motion and on consideration thereof the Court overrules the same and leave is granted the defendants to answer by Nov. 4, 1886. To all of which ruling the defendants by their counsel then & there excepted.

	The Home Building and Loan association Company,	
5179	vs James B. Cole et al.	Leave for Philip Snider to answer.
	D. M. Robinson vs P. C. & St L. Ry Co.	Continued.
	Preg Croustan Admr &c. C. J. Monroe et al.	Continued.
3140	James Coster vs Bank of Mt Lewisburg	Continued.
3364	Finley D. Davis vs Elijah Lister et al.	Continued.
	D. T. Elliott Admr &c vs D. S. Ford et al.	Left off docket.
3977	E. O. Stevenson vs Mathew Liggett	Continued.
4941	John Gibson Admr &c. vs Wm B. Smith et al.	This day came the parties and thereupon this cause came on for hearing on the motion of plaintiff to set aside the appraisement heretofore ordered made under the former order of sale at private sale of the 119 acre tract (Being in Survey No. 3694) in plaintiffs petition described - and for a new order of appraisement and sale of said 119 acres, and was submitted to the Court. On consideration thereof and good cause being shown therefor it is ordered that said appraisement be and the same hereby is set aside; and that a new order of appraisement and sale of said 119 acre tract issue and the same be as follows, and it is ordered that Henry Liggett, O. B. Martin and John Hudson three judicious disinterested men freeholders of the vicinity being first duly sworn do upon actual view of the said premises (119 acres) in the petition of plaintiff described make a just valuation thereof in money; and that said plaintiff thereupon proceed to sell said real estate at private sale according to law at not less than the appraised value thereof upon the following terms; viz; 1/3 cash in hand, 1/3 in one year, 1/3 in two years from date of sale. the deferred payments to bear interest from said date

Wednesday October 27th A.D. 1886

Court convened at 9. o'clock A.M. pursuant to adjournment: the same officers being present as on yesterday. John K. Price Judge Presiding.

Attest. John D. Benquer, Clerk.

This day appeared at the bar of this Court the Grand Jury heretofore impannelled and sworn, in and for the body of the County of Union, Ohio. viz:
Thorley Lamstack, W. W. Bole, Caleb Haines. J. F. Dillon. J. A. Davis. D. M. Carr. C. A. Ferguson. Robert Hill. N. C. Welch. L. J. Webster. D. K. Henderson. Andrew Gill. David Skidmore. Enoch Pierce. T. P. Shields, Foreman. and presented their certain bills of indictment against

726 William Evans for Burglary.
727 William Evans for Disarranging and removing fastening from R. R. Car.
728 Joseph Reems for Assault.
729 Charles Webster for assault and Battery.
730 Thomas C. Smith for Manslaughter.
731 Charles Jolliff, Arthur Jolliff, Sherman Pierce, Benton Pierce, Pearl Pearce and Allie Snyder for Malicious destruction of Crops.
732 O. A. McAdow for Assault and battery.
733 Samuel Lytle for Forgery.
734 Parish R. Schultz for Burglary and Petit Larceny.
735 Douglass Arth for Petit Larceny.
736 Douglass Arth for Petit Larceny.
737 Douglass Arth for Petit Larceny.
738 Douglass Arth for Petit Larceny, Each endorsed "a True Bill" and signed by Thomas P. Shields Foreman of the Grand Jury.

Also their further report as follows, to wit=

Report of grand Jury

To the Honorable John K. Price Judge of the Court of Common Pleas of Union County Ohio. The grand Jury of the October 1886 term of said Court report that they have been in session three days during which time they have examined over 50 witnesses presented 13 bills of indictment, and ignored 2 cases presented to them. During our session we visited the County jail and find that the rules prescribed for the government of its inmates have been complied with to the best of our knowledge. Respectfully submitted.

Thomas P. Shields.
Foreman.

5101
5094
5093
5178
4965

5101 John C. Ramsey vs Eleanor Ramsey

This day this cause came on to be heard upon the demurrer of the defendant to the petition of the plaintiff and was argued by counsel. On consideration whereof and the Court being fully advised in the premises finds that said demurrer is not well taken and therefore overrules the same and on motion leave was given defendant to plead within ten days herefrom.

5094 James S. Seymour vs The Village of Magnetic Springs

This day on motion to the Court leave was given to the defendant to file answer by the 4th day of Nov. 1886.

5093 H. R. Phillips vs Eliza Phillips

This day this cause came on to be heard upon the application of the plaintiff to set aside the appraisement heretofore made in this case and it appearing to the Court that under the former appraisement herein the said lands have been twice offered for sale and returned "not sold for want of bidders" it is ordered that said appraisement be and the same hereby is set aside. And it is ordered that by the oaths of C. Hanston, J. D. Wheeley, J. W. Tilton the said lands be reappraised and that an order of appraisement and sale issue to the Sheriff of Union County, Ohio.

5173 J. W. Robinson vs Adams Wolford et. al.

This day came on this cause to be heard on the petition and the evidence whereupon the Court being fully advised in the premises do find that defendants have been duly served with process of summons and that the allegations of the petition are true and that there is due plaintiff from said Adams Wolford and Harriett Wolford defendants on the note and mortgage named in said petition the sum of Eight hundred and fifty four dollars which is the first and best lien on said lands. It is therefore considered ordered and adjudged by the Court that the plaintiff recover of said defendants said sum of $854.00 and the costs herein and if they fail for three days to pay said sum and interest thereon at right per cent & costs that an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell said premises ~~as~~ in said petition described and bring the proceeds thereof into Court for distribution according to law.

4965 The State of Ohio vs Orril Swartz

This day came the parties by their Attorneys and this cause came on to be heard on the motion of the said Civil Courts to dismiss this case for want of prosecution. On consideration whereof the Court being fully advised in the premises does sustain said motion. It is therefore considered and adjudged by the Court that this cause stand dismissed at the costs of the Complainant Florence Coleman and the attachment heretofore ordered in this case is discharged and the lands of the defendant wholly released from said attachment and the defendant allowed to go hence and recover his costs aforesaid and execution is awarded therefor.

Wednesday October 17th 1886

5096 Lucinda Sprague et al / James M. Kennedy / vs / Wm A. Ballenger — This cause is dismissed at the costs of plaintiffs. It is therefore considered and adjudged by the Court that the plaintiffs pay the costs herein taxed to $-

5201

5139 Sarah A. Mulvaine et al / vs / Elizabeth Van Antwerp et al — This cause is dismissed at plaintiffs costs It is therefore considered and adjudged by the Court that plaintiff pay costs herein.

Sheriffs Allowance Ct. This day the Court allowed and ordered paid to Marion Hopkins Sheriff the sum of Three hundred dollars ($300.00) amount due from the 1st day of Sept. 1885 to the 1st day of Sept. 1886 under Section 1231 Revised Statutes.

Attest. J. D. Bringner, Clerk.

5067 J. M. Robinson / vs / Wm F. Moore et al

5016

This day came on this cause to be further heard by the Court whereupon the Court find the sale made to the plaintiff under the order of sale was made in all respects legal and therefore said sale is confirmed and the sheriff of this County is ordered to execute to said purchaser a deed in fee simple for said land in the petition described clear of all incumbrances and of the inchoate right of dower by the wife of Wm F. Moore and all claims of the defendants, and the Court find the plaintiffs mortgage is the first lien and that the principal and interest on the plaintiffs said Mortgage is now fourteen hundred and sixty five dollars after deducting the credit of $43.75 It is therefore considered ordered and decreed that the Sheriff pay out of the proceeds of said sale the costs of this proceeding and next the taxes which are now due thereon and the balance including the $65.00 in his hands as Receiver be paid over to the plaintiff so far as it may go towards paying plaintiffs said claim and that plaintiff hav execution awarded against the said Wm F. Moore for the balance amounting to $ and the said Receiver surrender to the said purchaser the possession of said premises according to the terms of his lease as reported in the Receiver's Report which is confirmed.

5112 John McDonald et al / Lawson G. Pooler / vs / Lory Ford

This day came on this cause to be heard on the demurrer to the petition whereupon the Court having heard the parties and their counsel do sustain said demurrer on the ground of misjoinder of parties plaintiff to which plaintiff except. It is therefore considered and adjudged by the Court that this cause be dismissed at the costs of the plaintiffs and that the defendants recover of plaintiffs his costs herein taxed to $- To all of which plaintiffs except.

5201 John D. Burgner Plaintiff
vs
J.W. Keller and V. J. Case Defendants

This day came the plaintiff in person, and thereupon came John M. Brodrick one of the attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition, the sum of $177.00 It is therefore considered that said plaintiff do recover of said defendants the said sum of $177.00 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum, and by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error as waived.

Cyrus Zimmerman Admr
of John P. Bailey Deceased,
vs
5016 Sarah Bailey et. al.

On motion of the plaintiff, and on his producing the return of the sale of the real estate made by him under the former order and decree of this Court and the Court on examination of the proceedings of said Administrator being satisfied that said sale and proceedings have been in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered that said Administrator convey to the purchaser George Moyer by deed in fee simple the lands and tenements so sold, and a writ of possession is awarded to put said purchaser in possession of said premises. And the Court apportion and determine the priorities of said mortgage liens as follows and order the payment of the same accordingly, to-wit=

1st The mortgage executed by said John P. Bailey and his wife Sarah Bailey to Isaac Leonard on the 2nd day of March 1881.

2nd The Mortgage of said Leonard executed on the 26th day of April 1884 and

3rd The Mortgage of A. T. Carpenter executed on the 6th day of October 1885 and the Administrator is ordered to pay the taxes on said land which were due and payable on the 1st day of October 1886. and otherwise will apply the proceeds of said sale according to the Statute in such case made and provided.

E. L. Hinman, Plaintiff.
vs
James Thompson et. al, Defts

This cause coming on to be heard upon the demurrer of plaintiff to defendants answer and also upon the motion of the defendants to require the joinder of a new party defendant the same was argued by counsel and submitted to the Court and the Court being fully advised in the premises doth sustain said demurrer and doth overrule said motion and doth grant leave to defendants to amend their answer by Nov. 4th

Wednesday Oct. 27th A.D. 1886.

Lucinda Sprague Pltff
4547 vs
John Hines Defdt.

This cause coming on to be heard on the motion of plaintiff to make the answer of Wm A. Ballenger, garnishee herein, more definite and certain, and the Court having heard said motion and the argument of counsel thereon, the court on full consideration thereof, do overrule said motion, and further order that said cause be taken off the docket of said Court, subject to be reinstated thereon on motion.

D. Miller
5120 vs
Ousler & Finch et al.

On motion of the plaintiff and on his proving the return of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed, and it is further ordered that the said Sheriff convey to the purchaser Richard Ousler by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders, in said premises, so far as they may be paid herein, for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises.
It is further ordered that the Clerk cause satisfaction of the mortgage herein set up in answer and cross-petition of the Trustees of Marysville Lodge No. 87 I.O.O.F. to be executed on the record thereof in the office of the Recorder of Union County, Ohio.
And the Court coming now to distribute the proceeds of said sale amounting to $5.05.00 as follows, it is ordered that the Sheriff out of money in his hands pay
first. To the Treasurer of this County the taxes penalty and interest against said property to wit= the sum of $1.20
2nd ly The costs and increase costs amounting to $6.55 on a former action in this case and also the costs of this action amounting to $9.25
3rd ly To the plaintiff D. Miller the amount heretofore found due him with interest, to wit= $28.55
4th ly To the defendant the Marysville Lodge I.O.O.F No. 87 the amount hereto, fore found it from Hosea Finch one of the defendants with interest, $1.10.12
5th ly To the defendants Richard Ousler and Hosea Finch the balance of the money remaining in his hands as their respective interests may appear.

5156

5156 James N. Robinson Exr of the Will of Roger Poling, deceased. vs Richard Wells et. al.

This day came on this cause to be heard by the Court Whereupon the Court find that due notice hath been served on the defendants. Whereupon the Court being fully advised in the premises do find that said plaintiff hath full power and authority to execute Lawful deeds for the lands in said petition described conveying all the title of said Roger Poling and his heirs in said lands and authorize him to execute deeds therefor to the purchasers thereof, and that the intention of said testator was to give to Noah Poling the 52½ acres as set forth in plaintiffs petition and thereupon the Court order that lot to be left for him under the will and the Court further find that Lucinda Poling Married William Westlake and died leaving four heirs, to wit: Adelaide who married George Neighbor and died leaving two sons whose names are and Minors, Jefferson Westlake aged 28 years living in Montgomery County, Iowa, Martha Westlake married to George Smith and living in Montgomery Co. Iowa, Henderson Westlake at same residence and 23 years of age and Mary Westlake aged 21 years, married to Hunt residing in Montgomery County Iowa, and each of whom are entitled to one fifth of one sixth of said premises.

That Caroline Poling married Levi Wells and died leaving the following four children each of whom are entitled to one fourth of one sixth of said premises, viz: Anice Wells, Married to William Lott residing in Burdick County Dakota. Richard Wells aged 25 years of same residence, Sarah Jane Wells aged 23 years married to Frank Duncan and of same residence. Clinton Arney Wells aged 19 years and residence Sundance, Wyoming Territory.

That Barbara Poling married Lot and died leaving one child, viz: Samantha Lot who married N. C. Douglass and who have conveyed all of their interest in said estate to R. L. Woodburn.

That the remaining three daughters of Roger Poling deceased, Eliza Bancroft, Clarrissa Moody and Ruana Hildebrand are living and their children are correctly named in said petition of plaintiff.

It is therefore considered ordered and adjudged by the Court that said plaintiff as said executor convey said lands to the purchaser thereof conveying the complete title of all of said heirs in said land and that after paying the costs and the taxes and assessments paid by J. D. Bates and the interest thereon at six per cent. per annum in satisfaction of his tax claim that said plaintiff pay to the heirs aforesaid of Lucinda Westlake and Caroline Wells deceased their share of the balance in the proportions aforesaid and to R. L. Woodburn the share of Barbara Poling deceased and that the share of Eliza Bancroft and her only child Bancroft be paid to them and the shares of Clarrissa Moody and Ruana Hildebrand be kept on interest for them and their heirs according to the terms of said Will.

Wednesday Oct. 27th 1886

5158 Adam L. Morry vs Elizabeth Morry et.al

This day this cause came on to be heard upon the petition, the answer of Sherman A. Morry and Laura D. Morry, Minor defendants, by their guardian ad-litem, James S. McCampbell, and the evidence. On consideration whereof the Court being fully advised in the premises finds that all the defendants have had due legal notice of the pendency and demand of the said petition, and that, except the said minor defendants, they are in default for answer thereto. Thereupon the Court further finds that the plaintiff and the defendants hereafter named are tenants in common in the estate described in the petition; that the plaintiff, Adam L. Morry, has a legal right to the one eighth part of said premises, but that each eighth part is subject to the dower of Elizabeth Morry, which she has in the said premises and that the plaintiff is entitled to have partition made of said premises, as prayed in said petition. It is therefore ordered, adjudged and decreed that partition of said estate be made, and that the dower therein be assigned to the said Elizabeth Morry; and Thomas M. Brannon, Jacob Bean and ~~John~~ Charles W. Leeper ~~Hardesan~~, three judicious and disinterested freeholders of the vicinity, are hereby appointed commissioners to make and set off the same, and Charles S. Lee is appointed Surveyor.

5203

5202

And it is ordered that if said estate is entire, and cannot be divided by metes and bounds, the dower of the said Elizabeth Morry be assigned as of one third of the rents, issues and profits thereof, and said estate be appraised subject to such dower interest.

And it is ordered that a writ issue to the Sheriff of Union, commanding him that by the oaths of the commissioners above named he cause to be set off and divided to each of the above named parties, the part and proportion of said estate to which they are herein before severally found entitled, and also cause to be set off and assigned, in manner as above ordered the dower of the said Elizabeth Morry, and of his proceedings herein the Sheriff is ordered to make due return.

5189

Court adjourned until Thursday Nov. 4th 1886 at 1.0' clock P. M.

Thursday Nov. 4th 1886.

Court convened at one o'clock P.M. pursuant to adjournment. The same officers present as heretofore, John A. Price Judge Presiding.

5203 O. M. Lyon. vs J. E. Toby and A. Davis

This day came the plaintiff by Brodrick & McCampbell his Attorneys and thereupon came W. P. Hoopes one of the Attorneys of Record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issueing and service of process, and entered a appearance of said defendants herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition, the sum of $169.63 It is therefore considered that said plaintiff do recover of said defendants the said sum of $169.63 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of right per centum per annum. And by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5202 Scioto Savings Bank of Ostrander, O. vs J. S. Hutchinson and A. H. McCampbell

This day came the plaintiff by their Attorneys and thereupon came L. Piper one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorneys duly executed, and now produced in open Court and duly proven, waived the issuing & service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition, the sum of $565.20 It is therefore considered that said plaintiff do recover of said defendant the said sum of $565.20 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of right per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5189 Edward Adams vs Geo. C. Wilcox & L. H. Wilcox and the Court further find that said J. S. Hutchinson is principal and that said A. H. McCampbell is surety merely upon said note.

This day this cause came on to be heard upon the petition of plaintiff the defendant bring in default for answer and demurrer, and the Court being fully advised in the premises do find that the defendants are indebted to the plaintiff as he has alleged in his petition in the sum of $131.91

It is therefore considered and adjudged that the plaintiff recover of the defendants the said sum of ($131.91) One Hundred and thirty one 91/100 Dollars and also his costs in this behalf expended taxed at $.

Thursday Nov. 4th A.D. 1886

4455	J. M. Dunn vs E. G. Rogers	Continued by agreement.
5063	Francis M. Dart vs Florilla D. Smith	Continued by agreement.
5167	E. W. Porter Admr &c. vs Emma Gamble et.al.	

This day this cause came on to be heard upon the motion to make Bessie Gamble a party defendant hereto and upon consideration thereof the Court sustains said motion and it appearing to the Court that said Bessie Gamble is a minor and on motion W H Calfrath was made Guardian ad-litem with leave to answer for said Bessie Gamble.

5063	Francis M. Dart vs Florilla D. Smith	Continued by agreement of parties.
4455	J. M. Dunn vs E. G. Rogers	Continued by agreement of parties.

5188

5090

Thursday Nov. 11th A.D. 1886

5188 Mary E. Hopkins vs William R. Hopkins et.al.

This day this cause came on to be heard upon the petition of plaintiff- the answer William R. Hopkins being in default for answer- and the Court being fully advised in the premises do find that the defendant William R. Hopkins is indebted to plaintiff in the sum of two hundred and seventy eight and 64/100 Dollars ($278.64) as the plaintiff hath alleged in her petition, and that the same is a mortgage lien on the premises described therein as therein alleged. It is therefore adjudged and decreed that unless the said William R. Hopkins shall within ten days from the entry of this decree, pay to the plaintiff said sum of $278.64 with 8 % interest thereon, and pay to the clerk of this Court the costs made herein, that said mortgage be foreclosed and that said premises be sold, and that an order issue to the Sheriff of this County commanding him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order. And all questions as to the distribution of the proceeds of said sale are continued.

5090 Sarah P. Wood vs John A. Phillips et.al.

This day came this cause on to be heard upon the demurrer of the said Dorie Swarts to the answer and cross petition of the said Rebecca Gabriel and was argued by counsel and submitted to the Court, on consideration whereof the Court being fully advised in the premises do sustain said demurrer to which ruling of the Court in sustaining said demurrer the said Rebecca Gabriel excepts and asked and had leave to file amended answer and cross-petition and same filed.

Thereupon Court adjourned until tomorrow at 8½ A.M.

Friday Nov. 5th A. D. 1886.

Court convened pursuant to adjournment at 8 o'clock A. M. and the same officers present as heretofore. Hon. John A. Price Judge Presiding.

W. G. & L. W. McAllister Admrs &c.
vs
The New York Lake Erie & Western R. R. Co.

5205

This day this cause came on to be heard on the motion and showing of defendant for continuance, on consideration whereof the Court sustain said motion and grant the application of continuance of the above case defendant to pay the costs of this term taxed to $

It is therefore considered ordered and adjudged by the Court that the defendant pay the costs herein made at this term of Court taxed at $ for which execution is awarded.

Ed. W. Porter Admr &c.
5162 vs
Emma Gamble et al.

4577

L. Piper an Attorney of this Court is appointed Guardian ad. litem for Geo. W. Gamble and Anna Gamble and thereupon said L. Piper accepts said appointment.

Edward W. Porter Admr &c.
5162 vs
Emma Gamble et al.

This day this cause came on to be heard upon the petition upon the petition of the plaintiff praying for the sale of the real estate described therein, and the Court being fully advised in the premises, is satisfied and finds that it is necessary to sell the real estate of the deceased, described in plaintiffs petition to pay the debts and liabilities of said estate. It is thereupon ordered that said Administrator proceed to appraise, advertise and sell said real estate, for the purpose aforesaid, and the Court appoint Berry Hammawalt, E. G. Scovill, and M. L. Howry, three judicious and disinterested freeholders of the vicinity, to appraise said lands at their true value in money.

5103

and it is further ordered that said appraisers appraise said two tracts of 41¼ acres each, separately as distinct tracts, and also appraise them together as one tract. It is further ordered that said Administrator shall sell said two tracts of land separately, or together as one tract, as in the opinion of said Administrator will be to the best advantage of the estate, and said sale shall be upon the following terms, to-wit: One third cash in hand; one third in one year, and one third in 2 years, with interest secured by mortgage on the premises.

It is further ordered and adjudged that for the purpose of said sale, (to pay the debts and liabilities of said estate), that the said deed of Emma Gamble, and the said deed of Anna Gamble be set aside, and held for naught. All questions as to the distribution of the proceeds of said sale and all other questions not herein determined are continued.

5205 Williams H. Williams & Others Plffs
vs
E. C. Huff & Others Defendants

On motion of plaintiffs and good cause being shown therefor, it is ordered that, on an undertaking being given in the sum of $200.00 with sureties to the approval of the Clerk, an injunction be allowed to issue herein enjoining the said defendants from cutting carrying away any timber whatever from the lands of the plaintiffs and from committing waste of timber on said lands in any manner whatever until the further order of this Court.

John A. Price Judge of
Court of Common Pleas.

4577 P. G. Wynegar
vs
Bank of Richwood

This day came the plaintiff and dismissed this cause by agreement of defendant to pay its own witnesses and plaintiff to pay all other costs, and no record to be made.

It is therefore considered and adjudged by the Court that the plaintiff pay all other said costs herein made taxed at $ within ten days and in default thereof that execution issue therefor.

5103 Timothy Tuley vs L. J. Taylor et al. Leave to file answer by Nov. 11th 1886.

Saturday Nov. 6th A. D. 1886.

Court convened at 8.30 A.M. pursuant to adjournment: the same officers present as on yesterday, Hon. John A. Price Judge Presiding.

4177 Henry Evans vs Wm. Murphy

This day came the parties by their attorneys and this cause came out to be tried; and thereupon came a jury, to-wit=
Hugh McAdow. A. G. Dillon. Geo. Pierce. Virgil C. Crist.
John Lake. E. W. Price. Brown Reader. E. C. Taylor.
Geo. W. Stephens. J. S. McPeek. Levi Kerns. C. D. Perfect.
who being duly impaneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors retired to their room to deliberate on their verdict and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to-wit=

Verdict

The State of Ohio, Union County, } S.S. Court of Common Pleas said County, Oct. Term. Nov. 6th 1886.
We the jury being duly impaneled and sworn and affirmed, find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant at the sum of Thirty Dollars in the second cause of action. In the first cause of action we find in favor of the defendant.
C. D. Perfect. Foreman.

5754 Samuel A. Cherry vs A. B. Robinson et al, &c,

On motion to the Court, it is ordered by the Court that notice be given to the non-resident defendants by a six weeks publication in the Marysville Tribune a notice of the filing of this petition requiring said defendants to plead to said petition by the 1st day of January 1887

3767 Cyrus Moon vs W. Harriman and G. S. Robertson

On motion of plaintiff and on a sufficient showing by him for absence of material witness this cause is continued at the costs of plaintiff.

It is therefore considered by the Court that defendants recover of plaintiff the costs of this term in this cause taxed at $

4239

4239 John Smith vs William Murphy

This day came the parties and settled this cause and agreed that the Court shall render judgment the same as was rendered befor Henry Highbargain J.P. in this cause and each party pay his own costs in this court.

It is therefor considered and adjudged by the Court that the plaintiff recover of the defendant the sum of sixty two dollars ($62.00) with interest from April 4th 1883 and the cost befor said Justice of the Peace taxed to $ and as to all costs made in this Court by said plaintiff the Court consider and adjudge that he pay the same in five days and that all costs made by the defendant in this Court, the Court consider & adjudge that he pay the same in five days and in default by either that execution issue therefor. No record to be made.

Monday Nov. 8th 1886

Court convened at 9 o'clock A.M. pursuant to adjournment.
Hon. John A. Price Judge Presiding & the same officers present as heretofore.

5133 Mary Wolford vs Elizabeth Wolford

This day this cause came on for hearing upon the petition of plaintiff, the defendant being in default for answer or demurrer, and the Court being fully advised in the premises do find;
1st That due service of summons was made on the defendant,
2nd That the parties were married as alleged in the petition.
3rd That the defendant had been guilty of gross neglect of duty as charged in the petition.
It is therefore decreed ordered and adjudged that the said parties be divorced and that the plaintiff pay the costs of this action.

4582 Walter Bumps vs The N.Y. P. & O. R. R. Co.

This day this cause came on to be heard upon the demurrer of the defendant to plaintiffs petition and was argued by counsel. On consideration whereof and the Court being fully advised in the premises finds that said demurrer is not well taken and therefore over-rules the same, To the overruling of which the defendant excepted.
On motion leave was given to the plaintiff to amend his petition in 20 days from this date and leave is given to defendant to plead within 30 days thereafter.

5148 Harriett Stewart vs Cornelius E. Fish
5175 State of Connecticut vs R. H. White

This day came the parties & settled this cause in full and this case is dismissed costs paid, papers withdrawn & no record.

This day came Robinson & Piper and asked and obtained leave of the Court here for leave to file answer & cross-petition in this case and the Court being fully advised in the premises do grant such leave to file such answer and cross-petition to December 1st next.

5132 Alice A. White vs Arwilda Templeton et al.

This day this cause came on for hearing on motion to make Sarah E. Harper a party to said suit and the further motion to strike the name of Leander Bosart from said petition as not a proper party. And the Court being fully advised in the premises do sustain said motion as to making said Sarah E. Harper a party thereto and as to the motion to strike the name of Leander Bosart from said is overruled and the said Sarah E. Harper is given 30 days to file answer & this cause continued.

5080 John Penhorwood et al. vs Wm M. Kidmore et al.

Leave granted Jacob Keller to amend his answer instanter.

5204

5157

Monday Nov. 8th 1886

5137 Scott Robinson Petff
vs
Edward P. Houghton
B. Watson & Martin Wrtsel Drfts

This day came the plaintiff but the defendants came not but made default; thereupon the plaintiff submitted this cause to the Court waiving a jury and thereupon the Court being fully advised in the premises find the petition to be true and that there is due on said note the sum of One hundred and seventy nine and 35/100 dollars with interest from the first day of this Term of Court ~~and his costs herein expended taxed to ff~~ and therefore it is considered ordered and adjudged by the Court that the plaintiff recoov of the defendants said sum of One hundred and seventy nine and 35/100 Dollars with interest from the first day of this Term of Court and his costs taxed at ff

5204 Jesse L. Cameron and Robert L. Woodburn Partners under the firm name of Cameron and Woodburn
vs
Richard H. White

This day came the plaintiff by Cameron and Woodburn attorneys, and thereupon came D. W. Ayers one of the attorneys of this Court, who, by virtue of a warrant of Atty duly executed and now produced in open Court and duly proven waived the issueing and service of process, and entered appearance of defendant herein, and by virtue of the same warrant of attorney confesses that there is due from said defendant to said plaintiffs as is alleged in said petition the sum of $397.57

It is therefore considered that plaintiff do recoov of said defendant the said sum of $397.57 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum.

And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Tuesday Nov. 9th 1886.

Court convened at 9 o'clock A.M. pursuant to adjournment. Hon. John A. Price, Judge. Presiding; the same officers present as heretofore

5140 Isaiah Kesatt Pltff
vs
Cynthia Kesatt Dft

This day this cause came on for hearing upon the petition of the plaintiff, and the evidence, the defendant being in default for answer or demurrer, and the Court being fully advised in the premises do find for the plaintiff;

1st That said parties were married as alleged in said petition.

2nd That due notice of this case has been given to the defendant by publication.

3rd That said defendant had been guilty of gross neglect and adultery as alleged in the petition.

It is therefore ordered adjudged and decreed by the Court that the marriage relation heretofore existing between these parties be dissolved and that the plaintiff and defendant be divorced and that the plaintiff have the custody, care, control & education of the minor children, to wit:- Charles, John, & Fredrick Kesatt and that he pay the costs herein taxed at $

5143 Lillie M. Bowdre Pltff
vs
Wm. H. H. Bowdre Dfendant

This day this cause came on to be heard upon the petition of the plaintiff the defendant being in default for answer or demurrer and the Court being fully advised in the premises do find,

First, That the parties were married as alleged in the petition.

Second, That due notice of the pendency of this petition had been served on the defendant

Third. That said defendant had been guilty of gross neglect of duty as alleged in the petition.

It is therefore adjudged ordered and decreed that the marriage relation heretofore existing between the parties be dissolved and that a divorce be granted the plaintiff and that she be restored to her maiden name of Lillie M. Perkins and recover her costs herein taxed to $

5144 Ann Fogarty
vs
Georg Schegel et. al.

This day this cause came on for hearing on the demurrer of the defendant Georg Schlegel to plaintiffs petition and the same was argued by counsel and submitted to the Court, on consideration whereof the Court do sustain said demurrer. To which ruling of the Court the plaintiff excepts.

Thereupon plaintiff asked and obtained leave of the Court to file an amended petition herein instanter.

Tuesday Nov. 9th 1886.

5080 John Penhorwood Ed
W. F. Penhorwood Pltffs
vs
Wm M. Skidmore and
Jacob Keller Defendant

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a jury, to-wit= Hugh W. Adow, John Lake, George W. Stephens, N. G. Dillon, E. W. Price, S. S. McPeck, George Pierce, Brown Newlon, Levi Kerr and Marshall Morris who being duly impannelled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, Under withdrawn by consent by consent of parties or discharged by the Court, and after hearing the testimony, arguments of counsel and charge of the Court, the said jurors, retired to their room to deliberate upon the verdict, and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following, to-wit=

The State of Ohio. } Court of Common Pleas of said County.
Union County. } SS. Oct. Term 1886, Nov. 9th 1886.

We, the Jury, being duly impannelled and sworn, find the issues in this case in favor of the defendant Jacob Keller, and find that at the time of the commencement of this action the right of the possession of the property described in the petition was in him (excepting so much thereof as was necessary to pay W. F. Penhorwood's note and interest described in plaintiff's chattle Mortgage) and we assess said Jacob Keller's damages at six hundred and nine and 15/100 Dollars.

Brown Newlon Foreman.

5144 Lucinda Ford
vs
Rubin Huffman Ed
John T. Cooper

This day this cause came on for hearing upon the petition of the plaintiff and the defendant being in default for answer or demurrer and the Court being fully advised in the premises do find for the plaintiff and assess her damages at $155.90

It is therefore considered & adjudged by the Court that the plaintiff recover of the defendants the sum of $155.90 debt, and her costs taxed at $-

4909 Valentine Soor
vs
Wm Graham

This day this cause came on to be heard upon the demurrer of the plaintiff to the amended answer of defendant was argued by counsel and submitted to the Court and the Court being fully advised in the premises overruled said demurrer and granted leave to reply in 20 days.
To all of which plaintiff excepts.

Tuesday Nov. 9th 1886.

4812 Julia A. Chapman et al. vs Sarah Whitley et. al.

This day this cause came on to be heard on the answer & cross petition of P. E. Barnes filed by leave of the Court and the Court being fully advised in the premises, find, that Jasan S. Chapman, who received a conveyance from Sarah Chapman the widow of Joseph Chapman the former owner of the land described in the petition of plaintiff, for 2/5 of said land, conveyed to said William Whitley, 26 2/3 acres of said 2/5 of 100 acres retaining in his own right 2/15 of said 100 acres, and on the 14th day of February 1885 executed and delivered to said P. E. Barnes a mortgage deed on said 2/15 of said 100 acres, to secure the payment of a promissory note, of said date for $170.67 due Aug. 1st 1886 and this cause coming on further to be heard upon the report of the commissioners in partition and the report being found to be erroneous, in this, that the 33.67 acre tract set off should have been divided between said William Whitley and said Jasan S Chapman in the following proportions, 2/3 of the same to William Whitley and Jasan S. Chapman 1/3 part thereof and it is ordered by the Court and consented to by the parties that the order of the Court at the last term setting aside the proceedings in the case, to be set aside and the proceedings up to, and prior to the confirmation of the report of the commissions be and the same are hereby confirmed and that said report be so amended as to so divide said 33.67 acre tract and that said report being so amended, be and the same is hereby confirmed and approved by the Court, and the Court order that said Sarah Whitley hold during her natural lifetime as her dower in said premises the 26.93 acre tract marked on the plat of said land by said Commissioners, as dower — and that said Wm Whitley and said Jasan S. Chapman hold jointly in the relation proportion of 2/3 & 1/3, respectively the said 33.67 and that said Raymath Chapman, Julia A. Chapman & Mary J. Chapman hold as their shares of said land jointly the 40 4/100 acre tract in fee simple and be seized of the 3/4 interest in said dower estate subject to said dower of _____ and the said William Whitley and Jasan S. Chapman shall be seized of 3/4 interest of said dower estate subject to said dower of & the mortgages who are parties in this action and who hold mortgage liens upon said 2/5 of said 100 acres executed by said William Whitley & Jasan S. Chapman or either of them, are by the Court ordered & decreed to have & to hold their said mortgage liens upon said 33.67 acre tract so as of aforesaid, set off to said Whitley & Chapman in this proceeding & the balance of said land is to be and remain unincumbered & thereby the Court further orders that the costs, including an attorney's fee of $63.75 to Robinson & Piper, be paid by the parties in the following proportions, to wit: 3/5 by Raymath Chapman, Julia A. Chapman & Mary J. Chapman, and 2/5 by said William Whitley and Jasan S. Chapman in the proportion of 2/3 & 1/3 thereof. In default of payment of costs in ten days by either party execution may issue on the application of either party interested.

5117

5117

Verdict

734 The State of Ohio vs Parish R. Shultz

Indictment for Burglary & Petit Larceny.

This day came the Pros. Atty on behalf of the State of Ohio and the defendant being brought into Court in custody of the Sheriff & arraigned on said indictment for plea thereto saith he is not guilty & puts himself upon the country & the Pros. Atty doth the like & said defendant appearing to be in indigent circumstances J. M. Kennedy Esq is appointed counsel to defend him. Thereupon Court adjourned until 9 o'clock tomorrow morning.

Wednesday Nov. 10th 1886

Court convened at 9 o'clock A.M. pursuant to adjournment.
Hon. John A. Price, Judge presiding, the same officers present as heretofore.

5117 Edward B. Breward vs Geo. Beecher and Marion Taylor } This day came the plaintiff and dismissed this case as to George Beecher.

5117 Edward B. Breward vs George Beecher and Marion Taylor }

This day came the parties by their attorneys, and this cause came on to be tried, and thereupon came a Jury, to wit=
E. D. Perfect. Levi Kerns, S. S. McPeek, Geo. W. Stephen,
E. C. Taylor, Marshall Morris, Brown Newloon, E. W. Price,
John Lake, Virgil C. Crist. George Piersol, Hugh McAdam.
who, being duly impannled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony arguments of counsel, and charge of the Court, the said Jurors, retired to their room to deliberate upon their verdict, and after due deliberation returned, returned into open Court and presented their verdict in writing in the words and figures following, to wit=

The State of Ohio. Court of Common Pleas of said County.
Union County, SS. Oct. Term Nov. 10- 1886.
Edward B. Breward vs Geo. Beecher & Marion Taylor } Verdict

We the Jury being duly impannled and sworn find the issues in this case in favor of the plaintiff and assess the damages due to the plaintiff from the defendant Marion Taylor at the sum of ($130.00) One hundred and thirty dollars.

E. W. Price, Foreman.

Wednesday, Nov. 10th 1886

B. F. Bondre
vs
Joseph A. Steiner

This day came the parties by their Attorneys and this cause came on to be tried; and thereupon came a jury, to-wit:

C. D. Perfect.	Levi Keeran	S. S. McPeck.	Geo. W. Stephens
E. C. Taylor.	Marshall Morris	Brown Rawlon	E. W. Price
John Lake	Virgil C. Crist	George Piersal	N. G. Dillon

who being duly impannelled and sworn to well and truly try the issue joined betwen the parties in this cause and a true verdict render according to the evidence, unless withdrawn by consent by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel and charge of the Court the said jurors retired to their room to deliberate upon their verdict, and after due deliberation returned into Court and presented their verdict in writing, in the words and figures following, to-wit:

The State of Ohio,
Union County, SS.
B. F. Bondre
vs
Joseph A. Steiner

Court of Common Pleas.
Oct. Term. Nov. 10 - 1886

We, the jury being duly impannelled and sworn find the issues in this case in favor of the defendant and assess the amount due to the defendant from the plaintiff at the sum of $6.37

George Piersal, Foreman.

5206 Isaac Friend
vs
J. G. Morey

This day came the plaintiff by Broderick & McCampbell attorneys and thereupon came T. B. Fulton one of the attorneys of record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered of appearance of said defendant herein, and by virtue of the same warrant of Attorney confessed that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $106.73/100

It is therefore considered that said plaintiff do recover of said defendant the said sum of $106.73 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5170 The Peoples Bank
vs
Edward Higgins et al.

This day this cause coming on for hearing on the application and showing of defendants Rachel Higgins to open up the decree and set aside the order of sale heretofore entered in this cause at this term of the Court was argued and submitted to the Court by the parties. On consideration whereof said application is by the Court granted on the grounds of mistake and said decree on the mortgage is vacated and set aside, said order of sale is set aside and leave granted to said Edward & Rachel Higgins to file answer herein instanter and answer filed. Question of costs is reserved.

5069
3767
5798
5186
4558
5044

5069 William R. Hopkins vs Mary E. Hopkins

This day this cause came on to be heard upon the petition of the plaintiff the answer of the defendant heretofore filed bring withdrawn by agreement of parties and the Court bring fully advised in the premises do find for the Plaintiff. First: That the parties were married as alleged in the petition. Second; That due service of Summons has been made on the defendant. Third; That said defendant has been guilty of gross neglect of duty as charged in the plaintiffs petition. It is therefore ordered adjudged and decreed by the Court that the marriage relation heretofore existing between the parties be dissolved and the plaintiff be granted a divorce upon his petition and that he pay the costs of this suit taxed at $

3767 Cyrus Moore vs W. Harriman & G. S. Robertson

5798 W. Y. Roots et. al. vs F. F. Wilson.

On application of defendants leave is granted them to file an amended answer in thirty days.

This day this cause came on for hearing on the motion of the plaintiff Ray G. Morse jr. to have his name stricken out of the petition as a plaintiff for reasons set forth in said motion and the same was argued by counsel and submitted to the Court, on consideration whereof the Court do sustain said motion, and it is ordered by the Court that the name of said Ray G. Morse jr. be stricken from this case as a plaintiff and that said Ray G. Morse jr. be made a defendant herein with leave to file an answer within ten days from the rising of the Court.

5185 Timothy Middleton vs David Green et. al.

This day came on this cause to be heard upon the motion of plaintiff to strike from the answer, interrogatory 6th of interrogatories of defts, also the words following- "The defendants say that the plaintiff is a farmer, that it is not his usual business to buy mules"— the same being argued by counsel and submitted to the Court on consideration whereof the Court find said motion to be well taken and order said matter stricken from the answer

4558 Clara Moffitt. vs James D. Gamble et. al.

In this case all questions of distribution relating to the distribution of dower of Carrie Gamble in the George Gamble lands are transferred to the case of Carrie Gamble vs Emma Gamble et. al No. 4875 in this Court.

5044 Ann Forgarty vs Geo. Schlegel et. al

This day on motion to the Court leave was given the defendant Geo. Schlegel to answer herein within 20 days from the date of this entry & cause continued.

Thereupon Court adjourned until 9 o'clock a. m. tomorrow

Thursday Nov. 11th 1886.

Court convened at 9 o'clock a.m. pursuant to adjournment. Hon. John A. Price, Judge presiding. The same officers being present as on yesterday.

5167 Board of Education of Union Tp. Union Co. O. vs The Fuller & Warren Co.

This day this cause came on to be heard upon motion of defendant to set aside service of summons as made by Sheriff of this County and cause was submitted to the Court upon the pleadings evidence & argument of counsel and the Court being fully advised in the premises do sustain said motion. Thereupon plaintiff asked and obtained leave of Court to file an amended petition herein within 30 days from rising of Court.

4875 Carrie Gamble vs Emma Gamble

This day all questions of distribution as to dower of Carrie Gamble are transfered to the case of E.W. Porter Admr & C. No. 5762 vs Emma Gamble et. al. in the interest or tract of land belonging to Emma Gamble and Anna Gamble.

4877 Henry Evans vs William Murphy

The jury in this case having on a former day of this term brought in a verdict in favor of the plaintiff and assessed his damages at Thirty Dollars, and no motion for a new trial having been made by either party; it is therefore considered ordered and adjudged by the Court that the plaintiff recover of the defendant the said sum of Thirty Dollars, and that each pay their own costs herein made taxed at $ and execution is awarded accordingly.

4982 A.P. Guysinger vs Allen N. Thurman

This cause is dismissed at plaintiffs costs. It is therefore considered and adjudged by the Court that the defendant recover of the plaintiff his costs herein expended taxed to $- and execution is awarded. No Record.

5028 George Schoberg vs Henry Lamb et al

Leave granted to file petition in 30 days from Nov. 11. 86

5168

5196

5700

Friday Nov. 12th 1886

Court convened at 9. o'clock A.M. pursuant to adjournment: Honorable John A. Price Judge presiding, the same officers present as heretofore.

5168 Samuel Gamble Pltff
vs
Lafayette Whited et. al. Defts

Now comes the plaintiff, by his attorneys, and the Defendants bring in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true, and find that the defendant Lafayette Whited, is indebted to the plaintiff, Samuel Gamble, on the notes set forth in plaintiffs petition, in the sum of $2,117.38

It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of $2117.38 with interest thereon at 6% from the 25th day of October 1886, and his costs herein expended, taxed to $-

The Court further find that, in order to secure to plaintiff the payment of said notes, the defendants Lafayette Whited and Nancy Whited, his wife, vexcuted and delivered to said Samuel Gamble, their certain mortgage deed, as in the petition set forth, and on the premises therein described; That said Mortgage was duly recorded in Book 17, page 468 of the records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition; and that the conditions of said mortgage have been broken.

It is therefore adjudged and decreed that, unless the defendant Lafayette Whited, shall, within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid with interest at 6 per cent, from the 25th day of October 1886, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise, and sell said premises as upon execution, and report his proceedings to this Court for further order.

5196 J. R. Gooding
vs
T. P. Crotty et. al.

This day this cause came on to be heard on motion of plaintiff to file an amended petition, motion sustained, amended petition to be filed instanter, defendants have leave to plead in 40 days from this date.

5700 B. F. Bowdre
vs
Joseph A. Steiner

Heretofore, to wit = on the 10th day of Nov. 1886 a jury having returned a verdict in favor of the defendant for the sum of Six 37/100 Dollars and the said plaintiff having no desire to file a motion for a new trial and waiving the time for filing the same, it is therefore considered that said defendant ought to recover the said sum of $6 37/100 so found due as aforesaid with interest from Nov. 10, 1886.

It is therefore considered that the said defendant recover of the plaintiff said sum of $6.37 + his costs herein expended taxed to $-

Friday Nov. 12th 1886

4042 Perry Douglass et al. vs James B. Whelpley et al.

This day this cause came on to be heard upon the issues joined between the parties and the evidence and was argued by counsel, on consideration whereof and the Court being fully advised in the premises finds all the issues in the favor of the defendants except the issue as to whether a majority of the resident landowners had signed the petition asking for the said improvement, and as to that issue the Court finds in favor of the plaintiffs and that a majority of the resident landowners whose lands were benefitted and ought to be assessed did not sign the petition asking for the said road improvement.

It is therefore considered adjudged and decreed by the Court that the said defendant be perpetually enjoined from proceeding further in the construction of said road, or from placing any assessment against the lands of the said plaintiffs for the construction and building of the said road in and by virtue of said proceedings. The said plaintiffs at the time excepted to the finding of the Court so far as said finding found in favor of defendants, and the said defendants at the time excepted to the finding of the Court so far as said finding found in favor of the plaintiffs and thereupon came the defendants and gave notice of their intention to appeal this case to the Circuit Court and the Court fixed the bond therefor at the sum of three hundred Dollars.

730 The State of Ohio vs Thomas C. Smith } Indictment for manslaughter.

This day came the prosecuting Attorney, on behalf of the State of Ohio, and the defendant coming into Court in answer to his recognizance herein and arraigned on said indictment for plea thereto saith he is guilty, whereupon the defendant was permitted to go under his recognizance, to await sentence.

5107 A. T. Carpenter vs Wm Whitley et al. } Leave to file answer & cross-petition for T. Barnes and H. C. Smart and same filed.

5172

Frances Rinker
vs.
George Rinker

5172

November 15th A.D. 1886.

Continued from Page 137

Now comes the plaintiff and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear the Court finds him in default for answer or demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than a year next preceding the same and was at said time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find from the evidence adduced that the defendant has been guilty of gross neglect of duty in failing to provide plaintiff the common necessaries and that defendant has been guilty of extreme cruelty towards this plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said parties hereto be and the same hereby is dissolved and both parties are released from the obligations of the same. It is also ordered and adjudged by said Court that the plaintiff have the custody and control of the said children. It is further ordered and adjudged by the Court that the plaintiff recover of the defendant her costs herein expended taxed at $ and in default for ten days execution issue for the same.

Monday Nov. 15th 1886.

Court convened at one o'clock P.M. pursuant to adjournment: Hon. John A. Price Judge presiding & the same officers present as heretofore.

5077

Bank of Richwood
vs
5209 S. Taylor

This day came the plaintiff by S. S. Gardiner his attorney, and thereupon came P. R. Kerr one of the attorneys of Record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $805.00 It is therefore considered that said plaintiff do recover of said defendant the said sum of $805.00 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum from Oct 26th 1886. And by virtue of said warrant of Attorney all errors are released and all right of appeal and all right to file a petition in error are waived.

George W. Holland
vs
5212 Enos A. Bell

734

This day came the plaintiff by S. S. Gardiner Attorney, and thereupon came P. R. Kerr one of the Attorneys of Record of this Court who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and services of process and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $159.87 It is therefore considered that said plaintiff do recover of said defendant the said sum of $159.87 so as aforesaid confessed to be due together with costs herein to be taxed and with interest to be computed at the rate of eight per centum per annum from Oct. 26th 1886. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5211

Bank of Richwood
vs
5210 J. W. Hankins & H. C. Hankins

This day came the plaintiff by S. S. Gardiner Attorney and thereupon came J. S. McCampbell one of the attorneys of Record of this Court who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of attorney confesses that there is due from said defendants to said plaintiff, as is alleged in said plaintiffs petition the sum of $108.10 It is therefore considered that said plaintiff do recover of said defts the said sum of $108.10 so as aforesaid confessed to be due together with cost of suit herein, to be taxed and with interest to be computed at the rate of 8% per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5172

5077 Anna Dixon vs Joseph Dixon

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence and the defendant being in default for answer or demurrer the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the plaintiff has been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to a decree as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Anna Dixon and Joseph Dixon be, and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further order confined to the said plaintiff exclusively. It is further ordered by the Court that the plaintiff that the plaintiff pay the costs of this proceeding.

734 The State of Ohio vs Parish R. Shults — Indictment for Burglary & Petit Larceny.

This day came the Pros. Atty on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, his counsel being present, and desiring to withdraw his plea heretofore entered on said indictment, and for plea thereto now saith he is guilty and puts himself upon the Country and the prosecuting doth the like.

Thereupon said defendant was remanded to the jail of said County to await sentence.

5211 The Citizens National Bank vs C. J. Sarcom

This day came the plaintiff by S. S. Gardiner its attorney, and thereupon came Jas S. McCampbell one of the attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition, the sum of $234 67/100 It is therefore considered that said plaintiff do recover of said defendant the said sum of $234.67 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5172 Frances Risner vs George Risner

See Page 135

Tuesday, Nov. 16, 1886.

Court convened pursuant to adjournment the same officers being present as on yesterday with Hon. John A. Price Judge Presiding.

5213 — O. M. Scott & Bro. vs P. C. Adams Jr'd & Henry Adams

This day came the plaintiff by J. H. Kindade attorney, and thereupon came R. L. Woodburn one of the attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven waived the issuing and service of process, and entered appearance of said defendant herein and by virtue of the same warrant of Attorney ~~duly executed and now produced in open Court and duly proven waived the issuing and service of process and entered appearance of said defendant herein~~ confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $241.68 It is therefore considered that said plaintiff do recover of said defendant the said sum of $241.68 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of right per centum per annum.
And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5192

5163 — D. W. Henderson vs Abraham Hornbuck & Jr'd & Eliza Hornbuck

This day came the plaintiff by his attorneys and the said defendants being in default for demurrer or answer to the petition this cause was submitted to the Court upon the petition of the plaintiff and the evidence, on consideration whereof the Court find that the statements and allegations in said petition are true and that there is due to the plaintiff from said defendant upon the note in the petition described the sum of two hundred and fifteen dollars, and the Court do further find that the allegations in said petition in regard to the separate property of said Eliza Hornbuck and her intention to charge the same with the payment of said note are true.
The Court that the plaintiff is entitled to a personal judgement against both defendants for the sum of $ due upon said note and costs.
It is therefore considered and adjudged by the Court that the plaintiff recover of the defendants Abraham Hornbuck & Eliza Hornbuck the said sum of $215.00 together with his costs in this cause expended & [illegible]

5019

4789 — Souder Jr'd Bright vs A. C. DeGood et al. — Leave to file supplemental petition and same filed.
" " " Amended Answer " " "
" " Reply in 10 days and for hearing June 5, 1887

Thereupon Court adjourned until tomorrow at 9 o'clock A. M.

Wednesday Nov. 17. 1886.

Court convened at 9. o'clock A.M. pursuant to adjournment:
Present Hons. John A. Price Judge & the same officers as on yesterday.

5192 J. D. Southard vs Samuel N. Watson et. al.

This day this cause came on to be heard, the defendants, though duly served with a summons herein, having failed to answer, demur or otherwise object to plaintiffs petition, but made default. On consideration whereof and the Court being fully advised in the premises finds the allegations of the petition are true, and that there is due to the plaintiff from the defendant Samuel N. Watson as principal and J. E. Finley and George Loder as sureties the sum of Four hundred and thirty five $^{82}/_{100}$ dollars, interest being computed to the first day of this term, and that said amount should draw interest from the first day of the term at 8%.

It is therefore considered and adjudged that said plaintiff recover of the said Samuel N. Watson as principal and J. E. Finley and George Loder as sureties the said sum of $435.82 with interest as aforesaid and his costs herein taxed at $ and that defendants pay their own costs taxed at $ for all of which execution is awarded.

5019 Homer Thrall vs A. Schneltzer et. al

This day on motion to the Court by the plaintiff and it appearing to the Court that a sale has been made of the premises described in the petition, and the Court having examined the proceedings in reference to said sale finds that said sale has been made in all respects in conformity to law and the same is therefore hereby approved and confirmed and the Sheriff is hereby ordered and directed to convey to the purchaser, Patrick Slattery, the said premises by deed in fee simple. And coming now to the distribution of the proceeds of the said sale it is ordered that the Sheriff out of the money in his hands arising from said sale pay;

1st The costs of this action taxed at $63.15 2nd The taxes amounting to $19.99

3rd To the plaintiff in this case the sum of $449.43 being the amount due on the decree hereto fore taken herein and the amount on the note described in the petition not yet due. 4th To Martha J. Finley the sum of $200.00 being the amount due on the allowance of alimony heretofore made in this Court in the case of Martha J. Finley vs John J. Finley together with the costs of said case amounting to $

The Court find the balance of the allowance in said case which is not due has been secured to said Martha J. Finley by note & mortgage or other real estate.

5th To the said J. J. Finley the balance of the proceeds of said sale.

Wednesday Nov. 17th 1886.

5101 John C. Ramsey vs Eleanor Ramsey

This day came on this cause to be heard upon the motion filed herein by the defendant, and was argued by counsel and submitted to the court. The court after consideration finds that the motion has been well taken and orders stricken from the petition all that part relating to taxes on the defendant has payed in his vacation. Leave is given by the court until Jan. 1st 1887 for plff to answer.

5159

5117 Edward B. Seward vs Geo. Beecher & Marion Taylor

The jury in this case having on a former day of this term of court rendered their verdict herein and assessed the plaintiffs damages against the defendant Marion Taylor at $130.00 and no motion for a new trial having been made; it is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendant Marion Taylor said sum of $130.00 together with his costs herein expended taxed to $

5141 P. R. Kerr vs William Whitley

This day this cause came on to be heard upon the motion of the defendant to require the plaintiff to separately state & number the causes stated in his petition, on consideration whereof the court sustains said motion and orders the said actions separately stated and numbered - with leave to plaintiff to amend his petition in thirty days.

734

The Peoples Bank vs Ed. R. Higgins et. al.

This cause coming on for hearing on the demurrer of plaintiff to answer of E. & R. Higgins and was argued by counsel by counsel, on consideration thereof the Court do overrule said demurrer thereupon defendant R. Higgins asked leave to amend the answer which was refused - to which refusal said defendant then excepted and to the overruling said demurrer the plaintiff excepts.

5150 Mary Davis vs C. W. Burgoon } Leave to file petition and same filed. " " Answer by Jan. 1st 1887

5194

Thursday Nov. 18th 1886

Court convened pursuant to adjournment at 9. o'clock a.m. Hon. John A. Price Judge presiding with same officers present as on yesterday.

5159 Lucy A. Kilfian vs Thomas Kilfian

This day this cause came on to be heard upon the petition of the plaintiff and the evidence, the defendant, though duly served with a summons and a copy of the petition herein, made default.
On consideration thereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth.
The Court further find upon the evidence adduced that the defendant has been guilty of habitual drunkenness for the three years last past.
The Court further find that the plaintiff is the owner of the land described in plaintiffs petition. It is therefore considered and adjudged by the Court that the marriage contract heretofore existing between the said Lucy A. Kilfian and Thomas Kilfian be, and the same is, hereby dissolved and both parties released from the obligations of the same, and the defendant is hereby divorced of the Curtesy and of all right or interest he might have in or to the lands described in the petition. It is further ordered and adjudged that the custody, care, education and control of the child of the parties hereto be, confined to said plaintiff exclusively, but said defendant is to have the privilege of visiting said child at reasonable times so long as he conducts himself in a gentlemanly manner while making such visits, and is not under the influence of intoxicating liquors.
It is further ordered that the plaintiff pay the costs herein taxed to #-

734 The State of Ohio vs Parish R. Schultz } Indictment for Burglary and petit Larceny.

The defendant having heretofore plead guilty to the crime of Burglary and petit Larceny was this day brought into Court in custody of the Sheriff and inquired of if he had anything to say why judgment should not be pronounced against him and showing no good and sufficient reason by judgment should not be pronounced it is therefore considered ordered and adjudged by the Court that the said defendant Parish R. Schultz be imprisoned in the Penitentiary of this State and kept at hard labor for the period of one year (no part of said period to be in solitary confinement) and that he pay the costs of this prosecution, taxed at # for which execution is awarded.

5194 Segler Barlow & Co. vs S. G. McWade et. al.

On motion, leave is hereby granted by the Court to defendant, Osborn Solomon & Co. to file answer herein in 20 days from Nov. 16th 1886.

Thursday Nov. 18. 1886.

730	The State of Ohio vs Thomas C. Smith	Indictment for manslaughter.

The defendant having heretofore plead guilty to the crime of manslaughter was this day brought into Court in custody of the Sheriff and inquired of if he had anything to say why judgment should not be pronounced against him and showing no good and sufficient reason why judgment should not be pronounced it is therefore considered ordered and adjudged by the Court that the said defendant Thomas C. Smith be imprisoned in the penitentiary of this State and kept at hard labor for the period of two years and six months (no part of said period to be in solitary confinement) and that he pay the costs of this prosecution, taxed at $ for which execution is awarded.

4940	John A. Seibert, Receiver &c. vs Mary Hastings	This day leave was given plaintiff to amend petition within 30 days from the date of this entry.
4988	L. F. Kelsey ~~et al~~ vs Charles S. Kelsey	On motion leave is hereby granted by the Court to defendant, Catherine Smoot, to file answer herein in thirty days from No. 16-86.
5090	Sara P. Wood vs John N. Phillips et. al.	This day came this cause on to be heard upon the demurrer of the said David Beatty to the amended answer and cross-petition of the defendant Rebecca S. Gabriel and was argued by counsel and submitted, on consideration whereof the Court being fully advised in the premises do sustain said demurrer to which ruling of the Court in sustaining said demurrer the said Rebecca S. Gabriel S. Gabriel excepts and not wishing to plead further gave notice of appeal and bond was fixed at $100—
734	The State of Ohio vs Parish Schultz	Indictment for Burglary and Petit Larceny.

This day the Court allows and orders to be paid to J. McK. Kennedy Esq. heretofore appointed counsel for the defendant the sum of Twenty five Dollars for his services herein.

5128	L. L. Brooks vs B. & G. Martin	Leave to answer in 30 days
5124	James Eddleman vs B. & G. Martin	Leave to answer in 30 days
5125	P. R. Kerr " same	" " " " " "
5126	Frank Scott " same	" " " " " "
5127	Charles Bowers " same	" " " " " "

5134

5120

Mattie Alden
5134 vs
Theodore F. Wilson et. al.

Now comes the plaintiff by her attorneys and the defendant Theodore F. Wilson bringing default for answer and demurrer the Court finds the allegations of the petition are confessed by them to be true and find that the defendant Theodore F. Wilson is indebted to the plaintiff Mattie Alden on the notes set forth in the petition in the sum of $480.96 It is therefore considered ordered and adjudged by the Court that the said plaintiff recover from the said defendant the said sum of $480.96 with interest thereon at 8% from the 25th day of Oct. 1886 and her costs herein expended taxed to $

The Court further find that in order to secure the payment of said notes the defendants Theodore F. Wilson and Annie E. Wilson his wife executed and delivered to the said Mattie Alden their certain mortgage deed as in the petition set forth and on the premises therein described. That said mortgage was duly recorded in Book 17 Page 231. of the record of Mortgages of Union County Ohio. and is a good first and valid lien on the premises described in the petition; and that the conditions contained in said Mortgage have been broken. It is therefore adjudged and decreed that unless Theodore F. Wilson shall within two days from the entry of this decree pay or cause to be paid to the clerk of this Court the costs of this case and to the plaintiff herein the sum so found due aforesaid with interest at 8% from the 25th day of Oct. 1886 the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order

Fleck and Chapman
5208 vs
R. Ousler & H. W. Finch

This day came the plaintiff by J. M. Kennedy Attorney, and thereupon came A. H. Kellogg one of the Attorneys of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said defendants herein, and by virtue of the same warrant of Atty, confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition, the sum of $155.65

It is therefore considered that said plaintiff do recover of said defendants the said sum of $155.65 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8% per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Court adjourned until 9 o'clock A. M. tomorrow.

Friday Nov. 19th 1886.

Court convened pursuant to adjournment at 9 o'clock A.M. Hon. John A. Price Judge presiding. The same officers present as on yesterday.

Edwin O. Arrison)
5183 vs)
Libbie Baldwin)

This day this cause came on to be heard upon the petition, the defendant though duly served with a summons herein having failed to answer, demur or otherwise object to plaintiffs petition but made default, on consideration whereof, and the Court being fully advised in the premises, finds that there is due to the plaintiff from the defendant upon the note set out in the petition the sum of One hundred and forty one and 06/100 interest being computed to the first day of the present term of this Court. It is therefore considered and adjudged that the said plaintiff recover of the said defendant said sum of ($141.06) One hundred and forty one and 06/100 Dollars interest being computed to the first day of the present term of this Court. It is therefore considered and adjudged that the said plaintiff recover of the said defendant said sum of $141.06 and his costs herein taxed at $ and that defendant pay herein costs taxed at $ for all of which execution is awarded.

John Carter)
4537 vs)
John Harriman et. al.)

This day this cause came on for hearing on motion of the defendants to require the plaintiff to give security for costs and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said motion, and it is ordered by the Court that unless the plaintiff give security for costs to the approval of the Clerk of this Court within thirty days from the rising of the Court the said cause stand and be dismissed at the cost of said plaintiff

5187 I. S. Hagar vs John G. Wilson et. al. Leave to answer by Jan. 1st 1887

W. Y. Root et. al.)
5198 vs)
T. F. Wilson)

This day this cause came on to be heard on motion of the defendant Ray G. Morse jr. to make the petition of said plaintiffs more definite and certain in the particulars set out in said motion, and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said motion, thereupon the plaintiffs asked and obtained leave of Court to file an amended petition herein within thirty days from the entry hereof.

5090 Sarah P. Wood vs John A. Phillips et al. } This cause having been heretofore consolidated with the case of Rebecca S. Gabriel vs Droil Swarts et. al. No 5087 was this day submitted to the Court upon the pleadings of the parties.

On consideration whereof the Court being fully advised in the premises do find that the said Droil Swarts is seized in fee simple of the undivided one half of the lands in the petition described. The said William Crane is seized in fee simple of the undivided one twelfth part of said premises. The said Elmer Crane is seized in fee simple of the undivided one twelfth part of said premises. The said Alice Crane is seized in fee simple of the undivided one twelfth part of said premises. The said Thomas Huggart is seized in fee simple of the undivided one fourth part of said premises. The Court finds that all the defendants have had due and legal notice of the pendency and demand of the cross-petition of said Droil Swarts.

The Court finds that said Droil Swarts is entitled to have partition of said lands as prayed for in his cross-petition and that none of the other plaintiffs or defendants have any estate or interest in said lands except as herein stated and that neither the said Rebecca S. Gabriel or Eliza Swarts have any right of dower in said lands. It is therefore ordered, adjudged and decreed, that partition of said estate be made in favor of all parties in interest and James Cutler, W. H. Conkright and T. J. Williams three judicious and disinterested free-holders of the vicinity are hereby appointed Commissioners to make the same. And it is ordered that a writ of partition issue to the Sheriff of Union County, Ohio commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are severally above found entitled. And of his proceeding herein said Sheriff is ordered to make due return.

The said Rebecca S. Gabriel gave notice of her intention to appeal this case to the Circuit Court and the Court here fix the bond for appeal at $100.—

5153 W. A. McCamey vs Jesse Laughrey Admr of John G. McCamey dec'd. } In arbitration and award.

This day this cause came on to be heard upon the motion by the plaintiff to confirm the award heretofore made in this case and the Court do hereby confirm said award.

It is therefore ordered and adjudged by the Court that the plaintiff recover of the said defendant as Administrator of the estate of John G. McCamey dec'd, said sum of $624.00 debt, and all the costs herein made taxed to $—

Court adjourned until 9 o'clock to-morrow morning.

Saturday, Nov. 20th 1886.

Court convened at 9 o'clock a.m. pursuant to adjournment: Hon. John A. Price Judge presiding, the same officers present as on yesterday.

146 William H. Williams et. al. vs E. O. Huff et. al.

This day came the parties by their attorneys and this cause came on to be heard upon demurrer to the petition and as well a motion to dissolve the injunction heretofore allowed by the Court in this case, and the Court being fully advised in the premises do overrule said demurrer and motion to dissolve said injunction. Thereupon the defendants asked and obtained leave to file answer by the 19th of December inst.

5170 The Peoples Bank vs Edward Higgins et al.

This cause now coming on for hearing was submitted to the Court on the pleadings and the evidence and on consideration thereof the Court find on the issues joined for the plaintiff and that there is due the plaintiff from the defendants Rachel Higgins and Edward Higgins upon the note mentioned in the petition the sum of One hundred and ninety nine and 76/100 Dollars including interest to the first day of this Term of Court.

The Court further find in favor of the plaintiff upon the issues joined as to said mortgage and find that the plaintiff is entitled to have an order foreclosing the same. The Court finds that said mortgage was executed, delivered and recorded as in said petition stated and that it is the first and best lien upon said premises, that the conditions of said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendants Rachel Higgins and Edward Higgins the said sum of One hundred and ninety nine and 76/100 Dollars and its costs herein expended. And it is further adjudged and decreed that unless the defendant Rachel Higgins and Edward Higgins shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum due as aforesaid with interest from the 25th day of Oct. 1886 the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order. The defendants Rachel Higgins and Edward Higgins gave notice of their intention to appeal this case to the Circuit Court and the Court fix the bond for appeal at $100.—

5118 Angenbaugh & Baker Bros vs Isaac Stall

November 18th 1886.

This day came the plaintiff and moved the Court for delay in the trial of this case and the Court being fully advised in the premises do grant delay to Jan. 3d. 1887 upon condition that the plaintiff pay the costs for this day.

It is considered and adjudged that the plaintiff pay the cost of this day herein made taxed at $—

4835 A. Said Executor &c. vs John H. Stewart

This day this motion came on to be heard and was argued by counsel and submitted to the Court, Whereupon the Court being fully advised in the premises do overrule said motion, and the defendant has to the 20th day of December to plead to the plaintiffs petition. To which ruling of the Court the defendant excepted.

5090 Sara P. Woods vs John A. Phillips et. al.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on the motion to confirm the same, and it appearing from said report that said estate cannot be divided by metes and bounds without manifest injury to the value thereof and that said Commissioners have made and returned their appraisement of said estate, security for costs as per each amounting to $4.012.50 The Court finds the return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same, And thereupon neither of said parties electing to take the said estate at its appraised value on motion of the said Sara Woods it is ordered that said estate be sold at public auction and that an order issue therefor to the Sheriff of Union County and the Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

4594 Nancy A. Brown vs Hiram Binney et. al.

This cause is dismissed without prejudice to a new action at plaintiffs costs. It is therefore considered adjudged & ordered by the Court that the plaintiff pay the costs herein taxed to $ and in default thereof for one day execution issue therefor.

Saturday, November 20th 1886.

5191 The Home Building and Loan Association Company of Marysville, Ohio, Pltff
vs
Elizabeth Harriott Defendant

This cause now coming on for hearing on the petition of the plaintiff and the evidence the Court find that Elizabeth Harriott has been duly served with summons in this case and that she is in default for answer for answer or demurrer, and that the allegations of the petition are thereby confessed by her to be true. The Court find that the defendant has failed to pay the plaintiff the monthly installment of dues interest and premiums as in the petition set forth and that there is due to said plaintiff as dues to the first day of this term of Court the sum of $44.75 as premiums the sum of $34.41 as interest the sum of $18.34 and as fines for the non payment of said dues the sum of $5.50, making in all the sum of One hundred & three and 5/100 dollars.

The Court further find that in order to secure the regular payment of said dues and other installments as well as those hereafter to become due the said Elizabeth Harriott executed and delivered to this plaintiff their certain mortgage in the petition described and on the premises therein described that said Mortgage was on the 19th day of May 1881 duly recorded in book 1 page 305 of the records of Mortgages of Building Associations of Union County and that the same is a good and valid and just lien on the premises described in the petition. It is therefore considered by the Court that unless the said defendants shall within one day from the entry hereof pay or cause to be paid to the said plaintiff the said sum of $10.35/100 and to the Clerk of this Court the costs of this action herein taxed to $ the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution and return his proceedings to this Court for further order

Adam L. Morey
vs
5158 Elizabeth Morey et. al.

On motion to the Court by the plaintiff and upon producing the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and the same having been examined by the Court and found in all respects, the said proceedings and report are hereby approved and confirmed. It is therefore ordered and decreed that the said Elizabeth Morey have and possess the lands so assigned to her, and as for her reasonable dower in the premises; and that the other said parties hold in severalty the parts and premises so set off and assigned to each respectively, And the Clerk is hereby directed to have so much of this decree as will show the transfer of title to the several parties put upon record in the office of the Recorder of this County. It is further ordered that the costs of this action, including a counsel fee of $85.00 to T. B. Fulton, Attorney, for services herein, taxed at $ be paid by said parties.

Conv. to examine Court's Report

The Home Building and Loan Association
Company of Marysville, Ohio, Plaintiffs
5780 vs
Susan Guy, James Guy
Clarinda Guy and J.W. Clark Defts

This cause now coming on for hearing on the petition of the plaintiff and the evidence the Court find that the defendants Susan Guy, James Guy, Clarinda Guy and John W. Clark have been duly served with summons with summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true, the Court further find that the defendant Susan Guy as well as the other defendants has failed to pay to the plaintiff the monthly installments of dues interest and premiums on the promissory note set forth in the first cause of action in the petition and that there is due to said plaintiff in dues interest and premiums and fines thereon to the 25th day of Oct. 1886 the sum of $210.22 as follows: dues $73. premiums $76.96 interest $50.86 fines $14.60
The Court further find that in order to secure the regular payment of said dues and other installments as well as those hereafter to become due, the said Susan Guy executed and delivered to this plaintiff her certain mortgage in the petition described and on the premises therein described, that said mortgage was on the 11th day of November 1881 duly recorded in Book 18 page 228 of the records of Mortgages of Union County and that the same is a good and valid and just lien on the premises described in the petition. The Court further find that the said defendant Susan Guy as well as the other defendants has failed to pay the plaintiff the monthly installments of dues, interest, and premiums on the promissory note as set forth in the third cause of action in the petition and that there is due to said plaintiff as dues $45.25 interest $24.51 premiums $35.25 and fines $7.10 to the first day of this term the sum of ($117.17) One hundred and Seventeen and 17/100 Dollars.
The Court further find that in order to secure the regular payment of said dues and other installments, as well as those hereafter to become due, the said Susan Guy executed and delivered to this plaintiff her certain mortgage described in the fourth cause of action in the petition described; that said mortgage was on the 7th day of April 1882 at 5. o'clock P.M. duly left for record and duly recorded in Book 18 Page 268 of the Mortgage records of Union County and is a good and valid lien on the premises described in the petition,

It is further considered by the Court that unless the said defendants Susan Guy, James Guy and Clarinda Guy shall within one day from the entry of this decree pay or cause to be paid to the said plaintiff the said sum of $327.33/100 and to the clerk of this Court the costs herein taxed to $ defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and return his proceedings to this Court for further orders.

Conv. to examine Comrs Report

This day the Court appoints A.H. Beightler, J.H. Kinkade with the Prosecuting Attorney John M. Broderick, as a Committee to examine the Report of the Commissioners according to the Statute in such case made and provided.

Saturday Nov. 20th 1886.

5108 Charles R. Hatton
vs
Julia E. Gabriel et.al. Injunction

This cause coming on for motion of defendant supported by affidavits to vacate and discharge the injunction the Court on consideration overrules the same and grants the plaintiff leave to reply by December 4th next, to which defendant excepts. And by agreement of parties it is ordered that this cause be and the same hereby is referred to J. H. Kinkade who is hereby appointed a special master commissioner for that purpose who shall, upon being duly qualified and upon ten days notice having been given to the opposite party by the party intending to take testimony, proceed to take the testimony in writing and report the same to the Court, and therewith his conclusions of law and facts involved in the issues.

5071 George W. Rickard
vs
Uriah Cahill et.al.

This day this cause came on to be heard upon the demurrer of D.B. Sanford et.al. to plaintiffs petition and was argued by counsel, on consideration whereof and the Court being fully advised in the premises finds that said demurrer is not well taken and therefore overrules the same, to which ruling and judgment said D.B. Sanford et.al. except, and leave is hereby given to them to file answer within 30 days from the rising of Court.

5195 Azubah Case
vs
Jonathan Beard et.al.

And now comes the plaintiff by her Attorneys and the defendants being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true and the Court further find that the defendants are indebted to the plaintiff Azubah Case in the sum of five hundred ninety five and 84/100 Dollars ($595.84) on the 15th of November 1886. It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of $595.84 with interest at the rate of Eight per cent. per annum from the 15th day of Nov. A.D. 1886 - and her costs herein expended taxed to $ and it being made to appear to the Court that the defendants James Beard and Benjamin Green signed the note herein sued on as surety for their Co-defendant the Court find that the said Jonathan Beard is principal debtor and James Beard and Benjamin Green are sureties in above judgment; and it is ordered that execution issue accordingly. And it appearing to the Court that an attachment was issued to the Sheriff of said County of Union on the 16th day of Oct. A.D. 1886 in the above case and that pursuant to its command the said Sheriff had levied same on 120 acres of land in said County owned by and in possession of the said defendant Jonathan Beard and that said levy was made on the 18th day of Oct. 1886; The Court find that said judgment for said sum of $595.84 and the costs in this case are a lien on said premises from the said 18th day of October A.D. 1886. It is therefore ordered by the Court that the Sheriff as upon execution to offer in a short time and sell the real estate attached and in said proceedings described in this action now in his hands remaining or so much

thereof as will satisfy the judgment and costs aforesaid and that he report his proceedings to this Court for further order

5046 John Struble vs Fredrick Wris, Rosina Wris, Christopher Kuntz and Leonard Coleman

This day came on this cause to be heard by the Court on the pleadings and evidence and arguments of counsel, whereupon the Court being fully advised in the premises do find for the plaintiff as to his obtaining of the judgment alleged but find for the defendant Christopher Kuntz that he is not and was not at the commencement of this action indebted to said Rosina Wris in any sum whatever and the Court find in favor of said Leonard Coleman as trustee for the children of Rosina Wris, that the Mortgage in said petition mentioned was for a valuable consideration and is a valid lien on said land in the petition mentioned for sixteen hundred dollars due to him as trustee at the death of Rosina Wris without interest and further find that said Leonard Coleman was at the commencement of this suit and still is indebted to said Rosina Wris in the sum of three hundred and eight 1/3 Dollars due the 7th day of March 1887 without interest for her share of the money agreed by said Leonard Coleman with his Father as shown in the deed to said Leonard Coleman by his Father for the Home farm as shown in record of deeds of this County Vol. 36 page 201. It is therefore considered ordered and adjudged by the Court that said Christopher Kuntz go hence without day and recover of the plaintiff his costs taxed to $ and further that said plaintiff recover of said Leonard Coleman said sum of $308/3 coming to said Rosina Wris in the manner aforesaid found, to be paid to plaintiff March 1887 to be applied as a credit on the said judgment due plaintiff from the said Rosina Wris and in default of such payment by him on the 7th day of March 1887 that execution issue against him and further that the said lands be sold to pay the liens aforesaid thereon and for that purpose, if the said defendants fail for five days to pay said judgment rendered in the favor of the plaintiff against said Fred Wris and Rosina Wris mentioned in said petition that an order of sale issue to the Sheriff of this County who is appointed Special Master for that purpose commanding him to appraise, advertise and sell said lands in the petition described according to law and the proceeds bring into Court for distribution.

This decree not to effect any claim which plaintiff may have on any indebtedness by said Leonard Coleman as Administrator of the estate of Maria Barbara Coleman deceased, to Rosina Wris.

And the plaintiff gives notice of his intention to appeal to the Circuit Court as to the said decree affecting said mortgage and the Court fix his appeal bond at $100—

And the said Leonard Coleman gives notice of his intention to appeal from the decree against him as to said $308/3 and the Court fix his appeal bond at $100—

Saturday Nov. 20. 1886.

5034 Robert McKinley
vs
Allen Hammawalt

This day came the plaintiff by his Attorneys and the defendant being in default for answer and demurrer the Court find that service of summons has been duly made that the allegations of the petition are confessed by him to be true and that the defendant Allen is indebted to the plaintiff in the sum of One hundred and forty seven and 5/6 100 Dollars ($147 5/6 100)

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $147 5/6 with interest from Nov. 9th 1886 and his costs herein expended taxed to $

And it appearing to the Court that an attachment had in this case been issued on the 9th day of February A.D. 1886 directed to the Sheriff of Union County and that by the direction of said order of attachment the said Sheriff had made a levy upon the interest of the said defendant in the lands in said order described being seventy five acres of land in said County which said levy was made by said Sheriff on the 11th day of February A.D. 1886.

The Court find that the above judgment for said sum of $147 5/6 and the costs of this case are a lien on said premises for said sum from the said 11th day of February 1886.

It is therefore ordered by the Court that the Sheriff proceed as upon execution to appraise advertise and sell the real estate so as aforesaid heretofore levied upon in this action and now in his hands remaining or so much thereof as will satisfy the judgment and costs aforesaid and that he report his proceedings to this Court for further order

5194 Ogden Dareau & Co.
vs
Spencer G. McWade, Emma McWade
Hoar Morgan & Co. Osborn Solomon & Co. & Joseph Dickinson

This day this cause came on for hearing on the petition of plaintiff, answers and cross petitions of Hoar Morgan & Co. the said Spencer G. McWade, Emma McWade and other defendants still failing to answer or demur, upon the evidence the Court being fully advised in the premises find there is due from the defendant Spencer G. McWade to the plaintiff the sum of ($609.72) Six hundred and nine and 72/100 dollars with interest thereon from Aug. 27- 1886 to the commencement of this term of Court making in all $626.91

The Court further find that the plaintiff levied his execution on said real estate described in the petition and that there are other incumbrances and liens on the said land, and that it is necessary to sell said real estate in order that the said liens and incumbrances thereon may be adjusted

It is therefore ordered adjudged and decreed by the Court that unless the defendant Spencer G. McWade shall within ten days from the ending of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the plaintiff the sum so found due them with interest at 8% from the 25th day of Oct. 1886 that an order of sale issue to the Sheriff of Union County ordering him to sell said premises or upon execution bring the proceeds into Court for further orders

5165 Prleg Cranston Admr &c, vs J. S. Baldwin & others

This cause coming on for hearing now on the petition of plaintiff and the evidence the Court find that the defendant J. S. Baldwin and other defendants named have been duly served with summons in this case and that he is in default for answer and demurrer and that the allegations of the petition are thereby confessed by him to be true — and that there is due the plaintiff as said Admr from the defendant J. S Baldwin on the promissory note set forth in the petition with interest to the first day of this term at 8 per cent. per annum the sum of right hundred eighty right and 32/100 Dollars ($888 32/100). The Court further find that in order to secure the payment of said note the defendants J. S Baldwin and Sarah A. Baldwin his wife now deceased executed and delivered to said Kristan Case during his lifetime their certain mortgage deed as in the petition described and on the premises therein described and that the conditions in said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendant the said sum of right hundred eighty right 32/100 Dollars ($888.32) with interest from the first day of this term at right per cent per annum and his costs herein expended. And it is further adjudged and decreed that unless the defendant J. S. Baldwin shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein as said Administrator the sum so found due as aforesaid with interest at the rate of right per cent per annum from the first day of this term of Court the defendants equity of redemption be foreclosed and the premises be sold and that an order of sale issue therefor to the Sheriff of said Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further orders.

5190 Cortenell and Clark vs J. S. Baldwin

Now comes the plaintiff by their Attorneys and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true and that he is indebted to the plaintiffs in the sum of One hundred and thirty four and 43/100 Dollars ($134.43) with interest at 8% per annum from this date Nov. 20-1886.

It is therefore considered by the Court that said plaintiffs Cortenell and Clark recover from the defendant J. S. Baldwin the said sum of One hundred and thirty four and 43/100 Dollars with 8% int from Nov. 20, 1886 and their costs herein expended taxed to $

Saturday Nov. 20th 1886

Isaac Aronhalt
5147 vs
W. T. Russell

Now comes the plaintiff herein by his Attorney and the defendant being in default for answer and demurrer the Court find upon the petition and evidence that at the commencement of this action the plaintiff had the right of property and the right of possession of said goods and chattles described in the petition and that the defendant unlawfully withheld the same - and the plaintiff waiving all damages for the said detention. It is therefore considered by the Court that the said plaintiff recover of the said defendant his costs herein expended taxed at $

Wm. Whitley & Sarah Whitley
4900 vs
A. C. Smart

This day this cause came on for hearing upon the petition in error and the transcript of the proceedings and judgment of N. M. Baldwin J. P. Washington Township Union County. This on consideration whereof the Court find that there is error in said proceedings and judgment as to the plaintiffs in error to wit - Sarah Whitley and William Whitley and the judgment as to them is therefore reversed and annulled at the costs up to the present time of the defendant in error and execution is awarded therefor. It is further ordered that this cause be retained for trial and judgment as in cases of appeal.

William Evans by his next friend Annie Evans
5146 vs
John D Snoodley et. al.

This day came the parties and submitted this cause to the Court on the demurrer to the petition. Whereupon the Court being fully advised in the premises do sustain said demurrer, and the plaintiff not desiring to further plead, this cause is dismissed at the costs of plaintiff.

It is therefore considered ordered and adjudged by the Court that the plaintiff pay the costs herein made taxed at $ for which execution is awarded. To all of which said plaintiff excepts.

The State of Ohio
vs
Samuel Lytle

Indictment for Forgery.

This day came the Pros. Atty. on behalf of the State of Ohio and the defendant being brought into Court in custody of the Sheriff said defendant asked the Court to fix the amount of his recognizance herein, and the Court fix the same at $200.- and the said defendant being unable to give the said recognizance was remanded to the custody of the Sheriff.

5106 Sarah Braw
vs
Timothy Braw

Now comes the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer and demurrer to said petition and that the allegations are confessed by him to be true.

The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union; and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of habitual drunkenness and gross neglect of his duties as a husband to plaintiff for more than three years last prior to the commencement to the commencement of this suit, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Sarah Braw and Timothy Braw be and the same hereby is dissolved and both parties released from the obligations of the same. It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further order confided to the said Sarah Braw exclusively, and the said Timothy Braw is hereby enjoined until further order of this Court from interfering in any manner with either of said children or with the plaintiff Sarah Braw in her custody of them, but it is hereby ordered that said Timothy Braw have the privilege of visiting said children twice each week on Tuesdays and Fridays between the hours of 3 and 5 o'clock P.M. and any violation of this order by either party may be reported to the Court. It is further considered by the Court that the plaintiff pay the cost of this proceeding and execution is awarded therefor.

Thereupon Court adjourned 1 o'clock P.M. Wednesday Jan. 5: 1887

Order of Injunction - in Vacation.

5726

William H. Robiesdu for himself et. al. vs Nathan Hayward et. al

Before the Probate Judge. Motion for a temporary injunction in the Court of Common Pleas Union County, Ohio.

And now on this 22nd day of Dec. A.D. 1886 came the plaintiffs by D. B. Fulton their Attorney; and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of plaintiffs for a temporary injunction came on and was heard upon the petition of plaintiff, and being fully advised in the premises it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain to restrain the said defendants from collecting or attempting or attempting to collect any of the assessments placed against the lands of any of the plaintiffs for the building of what is known as the Sager Mill Road or any part of said road being the road petitioned for by John L. McCollough et al. on the 6th day of February 1882 presented to the Commissioners of Union County, Ohio. as prayed for in said petition of plaintiff.

It is further ordered that the Court of Common Pleas issue a Summons in this case and said injunction allowed, on said plaintiff giving an undertaking to the said defendant conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of $2.000.—

John R. Coats Seal
Probate Judge

5215

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Wednesday Jan. 5th A.D. 1887.

Our Oclock P.M. Court convened pursuant to adjournment Hon. John A. Price judge. N.L. Hopkins Sheriff. Attest. J. L. Burgner Clerk.

5215 Timothy Middleton vs J. A. Phillips

This day the defendant asked and obtained leave of the Court to file answer, the same was granted by the Court and leave given defendant to file answer in 15 days from date.

5194 Legler Barlow & Co. vs Spencer G. McWade et al.

Now comes the defendants, Osborn Solomon & Co. and Caroline Milner and move the Court for leave to file their answer and cross-petitions in this case; and the Court being fully advised in the premises do grant said leave to file answers and same filed.

5194 Legler Barlow & Co. vs Spencer G. McWade et al.

This day came the defendants W. S. Phelps and Sons and move the Court for leave to file their answer and cross-petition in this case and the Court being fully advised in the premises do grant such leave and said answer filed.

4988 L. F. Kelsey vs C. S. Kelsey et al.

Now comes the defendant Catherine Smart and Moves the Court for leave to file answer in this case: and the Court being fully advised in the premises do grant said leave to file answer and same filed,

5061 George W. Machling vs John Newlander et al.

This day this cause came on for hearing upon the motion of the defendants to discolve the attachment heretofore granted in this case and the Court being fully advised in the premises and upon a full investigation of the facts upon the affidavits offered in support of said motion and against the same does overrule said motion to which ruling of the Court the defendant excepts - Enter John A. Price Judge

Wednesday, Jan. 5th 1887

4941 John Gibson Admr. vs Wm B. Smith et. al. } Now comes the plaintiff and suggests to the Court the death of Cornelia Taylor one of the parties defendant herein and the action proceeds. 5177

4941 John Gibson Admr &c. vs Wm B. Smith et. al. } Now comes the plaintiff and suggests to the Court that the defendant Cornelia Taylor has died since the commencement of this action and that Rachel J. Reaney has been duly appointed and qualified as executrix of the last will and testament of the said Cornelia Taylor. And the Court being fully satisfied thereof and all parties consenting it is therefore on motion of the said plaintiff ordered that this action stand revived in the name of Rachel J. Reaney as said executrix and proceed against her.

5221

4941 John Gibson Admr &c. vs Wm B. Smith et. al. } It appearing to the Court that Josie Smith and Wm B. Smith minor defendants have been duly served with summons and that said Josie Smith and Wm B. Smith are both of the ages of fourteen years and have neither one applied for the appointment of a guardian ad litem, although more than twenty days have elapsed since the return of said summons served upon them. On application of the plaintiff it is ordered that F. F. Arthur Esq. be appointed guardian ad litem for said minor defendants, and thereupon said F. F. Arthur accepts said appointment.

4666 J. W. Robinson vs Thomas Martin et. al. } This day this cause came on to be heard on motion of the defendant the Farmers Bank to set aside the second appraisement heretofore made herein, and the Court find that the premises decribed in plaintiffs petition have been twice advertised and twice offered for sale and returned by the Sheriff not sold for want of bidders. It is therefore considered and ordered by the Court that the said second appraisement be set aside and an order for a new appraisement is hereby granted by the Court.

It is further ordered by the Court that the said premises be sold in three payments as follows, one-third cash in hand, one-third in nine months from day of sale and the remaining third in eighteen months from the day of sale the deferred payments to draw six per cent. interest, and to be secured by mortgage on the premises.

5177 Osborn Solomon & Co. vs Spencer McWade

Now comes the plaintiff by their Attorneys and the defendant bring in default for answer and demurrer, the Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to plaintiff in the sum of $133.74/100.

It is therefore considered by the Court that the said plaintiffs recover from the said defendant the said sum of $133.74 and his costs herein expended. And it is further ordered by the Court, on motion of the said plaintiff, that the Sheriff of said County proceed, as upon execution, to advertise and sell the real estate heretofore attached in this action, or so much thereof as will satisfy the judgt and costs aforesaid, and that he report his proceedings to this Court for confirmation.

5231 William J. Strader vs Dorothy Rickman Nee F. W. Rickman

This day came the plaintiff by Braderick Nee McCampbell their Attorneys, and thereupon came T. B. Fullerton one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waives the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $103.20 It is therefore considered that said plaintiffs do recover of said defendant the said sum of $103.20 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of six per centum per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Wednesday Jan. 5th 1887.

5132 Allen Haines vs A. P. Staley

This day came the plaintiff by T. B. Fulton his Attorney, and thereupon came E. E. Call one of the Attorneys of record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven waived the issuing and service of process, and entered the appearance of said defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $120.83 It is therefore considered that said plaintiff do recover of said defendant the said sum of $120.83 so as aforesaid confessed to be due together with cost of suit herein to be taxed and with interest to be computed at the rate of eight per cent. per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal and all right to file a petition in error are waived.

5230 D. C. Conrad vs Sarah A. Hale

This day came the plaintiff by T. B. Fulton his Attorney, and thereupon came E. E. Call one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $177.07 It is therefore considered that said plaintiff do recover of said defendant the said sum of $177.07 so as aforesaid confessed to be due together with cost of said herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5128 G. W. Brooks vs B. & G. Martin

This day leave was granted the plaintiff to file his petition herein in ten days from the rising of the Court.

5200 Lester Clark vs Isaac Brodrick

This day leave is granted the defendant to answer to the petition of plaintiff in 20 days from the rising of Court.

5129

2nd

5217

5218

5129 William A. Crary Trans. & C. vs Camp & Randall Mfg Co.

This day this cause came on for hearing on motion of the plaintiff to confirm the sale of the premises heretofore made herein and the said plaintiff having produced the returns of the Sheriff of the said sale of said premises herein made, the Court find that all the proceedings had herein have been regular and in all respects in conformity to law, on consideration whereof the Court do sustain said motion and said sale is hereby confirmed, and the Sheriff is ordered to convey said premises so sold to the purchaser thereof - T. J. Williams.

And the Court coming now to the distribution of the proceeds of said sale amounting to the sum of Three hundred and thirty one Dollars order that the same be paid as follows;

1st To the Clerk of this Court the cost herein taxed to $

2nd To the said plaintiff the remainder of said proceeds amounting to the sum of $

There still remaining due from said defendant to said plaintiff the sum of $ on his judgment heretofore rendered herein execution is awarded against said defendant for said sum.

5217 William C. Winget vs Solomon Fish

This day came the plaintiff and the said defendant Solomon Fish still failing to answer or demur to plaintiff's petition, and the Court being fully advised in the premises do find that the said Solomon Fish is indebted to the said William Winget in the sum of One hundred and twelve and 95/100 Dollars ($112.95) as the plaintiff has alleged in his petition. It is therefore considered and adjudged that the said William C. Winget recover of said Solomon Fish said sum of $112.95 so as aforesaid found due, and also his cost herein behalf expended taxed at $

5218 Thomas Davis Ed Margaret Davis vs W. S. Johnson

This day came the plaintiffs and the defendant failing to answer or demur to plaintiffs petition and the Court being fully advised in the premises do find that the said defendant W. S. Johnson is indebted to the said Thomas Davis and Margaret Davis on the note and mortgage described in plaintiffs petition in the sum of seven hundred and ninety three 90/100 Dollars — $793.90/100 - as plaintiff hath alleged. It is therefore considered and adjudged that the plaintiff recover of said defendant said sum of $793.90 and also their cost in this behalf expended taxed at $ and the Court further find that the interest and estate of defendant in the land described in plaintiffs petition is one undivided one half in fee simple, and a life estate by the curtesy in the other undivided one half of the same. And it is further ordered and adjudged that if said W. S. Johnson fails for ten days from the rising of this term of Court to pay to plaintiff said sum of $793.90 so aforesaid found due with cost of this action, an order is issued to the Sheriff of this County commanding him to cause the estate and interest of said defendant in the lands described in plaintiffs petition to be appraised advertised

Wednesday, Jan. 5th 1887

and sold according to law and apply the proceeds of said sale in satisfaction of said sums so found due with costs of suit.

5191

Edward N. Porter, Administrator of the estate of Robert Gamble Deceased
5162 against
Emma Gamble et. al

In pursuance of an order of sale, made at the October Term, 1886, of said Court said Administrator gave notice of sale in due form of law, and at the time and place mentioned in said notice for said sale, to-wit:- at the north door of the Court House in the Village of Marysville, in said County and State, on the 4th day of Jany 1887, he offered said property at public vendue, and Frank Cleggett having bid therefor the sum of $36.00 per acre, to-wit:- for twenty nine hundred and seventy Dollars ($2970.00) and he being the highest and best bidder therefor and the same being two thirds of the appraised value thereof, said administrator struck off and sold the same to him for that sum.

And this cause coming on further to be heard upon said report of said administrator, and the Court being fully advised in the premises is satisfied that said sale has in all respects been made in conformity to the provisions of the statute in said cases made and provided and finds the same to be legal, and does therefore approve and confirm the same. And it is further ordered that said Administrator make to said purchaser, Frank Cleggett, a good and sufficient deed in fee simple for the lands and tenements so sold. And a writ of possession is awarded to put said purchaser in possession of said premises, and the Court orders a partial distribution of the proceeds of said sale, First:- To discharge the costs and expenses of the sale, and the percentum and charges of said administrator thereon, for his administration of the same.

Second. Said administrator shall pay all taxes, and penalties, and any interest that may be due thereon, now standing against such lands, and as to all other questions arising on distribution and as to all questions not herein determined this cause is continued.

Isaac Friend
5706 vs
J. G. Morey

This day this cause came on to be heard on motion of the defendant to open up and set aside the judgment heretofore rendered herein for the purpose of making a defense and the same was argued by counsel and submitted to the Court, on consideration whereof the Court do sustain said motion. It is therefore considered, ordered and adjudged by the Court that the said judgment be opened up and set aside, that said defendant have leave to file his answer herein instanter, that said said plaintiff have leave to reply thereto within fifteen days from this date, and that all liens obtained by said plaintiff on any of defendant's property by reason of said judgment and any or all liens made by execution issued thereon be preserved and held intact to any judgment which the said plaintiff may hereafter recover herein and this cause is continued.

Thereupon Court adjourned until tomorrow at 9 o'clock A. M.

Thursday Jan. 6th 1887

Court convened at 9 o'clock a.m. pursuant to adjournment. same officers present.

5191 The Home Building and Loan Association Company of Marysville, Ohio, Plaintiff vs Elizabeth Harriott et. al, Defendants

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court, on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Nelson P. Thompson by deed according to law, the property so sold and the said purchaser is hereby subrogated to all the rights of said lien holders in said premises, so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County, And the Court coming now to distribute the proceeds of said sale amounting to One hundred and twenty six dollars 25/100 Dollars it is ordered that the Sheriff out of the money in his hands pay; First: To the treasurer of this County the taxes penalty and interest against said property, to wit: the sum of $13.91 (1.78) $1 5; 69

Secondly, the costs of this action taxed at $27.35/100.

Thirdly; And the Court find the present value of the mortgage held by said plaintiff amounts to the sum of $204.48/100 and that said sum is the next best lien upon the said premises; it is therefore ordered that said Sheriff pay to said plaintiff, or to E. E. Cole its Attorney the sum of $78.21 the balance remaining in his hands to be applied as a credit upon its judgment against the said defendant Elizabeth Harriott, and there still remaining due to the said Home Building and Loan Association Company the sum of $124.49 execution is awarded against the said Elizabeth Harriott therefor.

Thursday, January 6th A. D. 1887.

4989 Sowder and Bright vs A. C. DeGood et. al.

This day this cause came on to be heard and was submitted on the pleadings, evidence and arguments of counsel. On consideration whereof the Court find against the plaintiffs Sowder & Bright on their petition and supplemental petition herein and order the same dismissed, and the Court further find on the amended answer herein of Lydia A. DeGood that she was the owner in fee of the real estate in the petition described and entitled to the moneys arising from the sale of said real estate and now in the hands of the Sheriff of Union County, Ohio. It is therefore ordered and adjudged that the said Sheriff pay to Lydia DeGood the money remaining in his hands after complying with the order of this Court in the case of J. J. Finley vs Richard Fordyce et. al. and that the plaintiffs pay the costs herein expended taxed to $-

and thereupon the plaintiffs gave notice of their intention to appeal this cause and the Court fixes the amount of the appeal bond at $100.00

5705 Margaret J. Dixon vs Jacob A. Dixon

Now comes the plaintiff and it being made to appear to the Court that the defendant had been duly served with notice that the cause was pending by publication as required by statute and the defendant having failed to appear the Court find him in default for answer and demurrer to said petition and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than a year next preceding the same and was at said time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth, the Court further find from the evidence adduced that the defendant has been guilty of gross neglect of duty in failing to provide plaintiff the common necessary waste of life and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said parties hereto be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered by the Court that said plaintiff be and she is hereby restored to her maiden name of Margaret J. Lawson. It is further ordered and adjudged by the Court that the plaintiff recover of the defendant her costs herein expended taxed at $

Thereupon Court adjourned until tomorrow at 9 o'clock a.m.

Friday January 7th A. D. 1887.

Court convened pursuant to adjournment at 9 o'clock A.M. Present the Hon. John A. Price Judge. W. Hopkins Sheriff. Attest. J. D. Bumgarner, Clerk.

The Home Building and Loan Association Company of Marysville, Ohio.
vs
5180 James Guy, Susan Guy Clarinda Guy and John W. Clark, Defendants

On Motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on a full examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court it is ordered that the said proceedings had and sale be and they are hereby approved and confirmed, and it is further ordered that the said Sheriff convey to the purchaser A. B. Robinson by deed according to law the property so sold and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises so far as they may be paid herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the records thereof in the office of the Recorder of Union County. And the Court coming now to distribute the proceeds of said sale amounting to three hundred and thirty four dollars, it is ordered that the Sheriff out of the money in his hands pay;

First, To the treasurer of this County the taxes penalty and interest against said property, to-wit = the sum of $31.11 $37.3

Secondly; The costs of this action taxed at $39.45

And the Court find that the present value of the mortgage held by said plaintiff amounts to the sum of $636.43 and that said sum is the next best lien upon said premises; it is therefore ordered that said Sheriff pay; Thirdly, To said plaintiff or E. E. Cole its Attorney the sum of $257.42 the balance remaining in his hands to be applied as a credit upon its judgment against Susan Guy. And there still remaining due to the said Home Building and Loan Association Company the sum of $373.60 execution is awarded against the said Susan Guy therefor.

Friday January 7th A.D. 1887.

5161 D. F. McKitrick et. al. vs Isabella J. Hawkins et. al.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in due respect in conformity to law and the orders of this Court it is ordered that the said proceedings and sales, and the same are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Dell Robinson, by deed according to Law, the property so sold; and the said purchaser is hereby subrogated to all the rights of said lien holders in said premises so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the Clerk cause satisfaction of the mortgages herein sued on to be entered on the record thereof in the office of the Recorder of Union County. And the Court coming now to distribute the proceeds of said sale amounting to sixteen hundred and sixty six and 67/100 Dollars it is ordered that the Sheriff out of the money in his hands pay- First. To the treasurer of this County the taxes penalty and interest against said property to wit: The sum of Forty five 45/100 Dollars. Secondly the costs of this action taxed at ($56 45/100) Fifty six and 45/100 Dollars. 5118
Thirdly To the plaintiff D. F. McKitrick and Dell Robinson the balance of the money remaining in his hands, to wit- The sum of Fifteen hundred and sixty four 67/100 Dollars to be applied as a credit upon their judgment against the said defendant and there still remaining due to the said D. F. McKitrick and Dell Robinson the sum of seven hundred and eighty four and 77/100 Dollars notwithstanding is awarded against the said Isabella J. Hawkins therefor.

Sheriffs Bill

This day the Court allowed and ordered paid to Marian Hopkins, Sheriff the following bill for services during the October A.D. 1886 Term of Court, viz:

Summoning	Trand Jury		4.50
"	Petit "		4.50
"	Specid "	"	4.50
"	46 Grand "	Witnesses	4.80
Making 50 copies for	"	"	5.00
Travel 261 miles for	"	"	20.88
Attending Court 21 days		self	42.00
"	" 21	" A. H. Goodwin Deputy	42.00 Total $128.18

5090 Sarah P. Wood vs John A. Phillips et. al. } In partition.

And now comes the said Ivil Swarts by Cameron & Woodburn his counsel and on his motion and on producing the report of the Sheriff of his sale made under the former order of this Court and the Court being satisfied on examination that said sale has been made according to law it is ordered that the said proceedings and sale be and the same is hereby approved and confirmed and the said Sheriff is ordered by deed duly executed to convey said premises to the said purchasers in fee simple and it appearing that Rebecca Gabriel has taken an appeal from the former decision of this Court in this case, which appeal is now pending in the Circuit Court of this County, the sum of $200.00 of the purchase money herein is ordered to remain in the hands of the Sheriff until after said appeal is decided and to await the further order hereof. It is further ordered that of the balance of the proceeds of said sale the Sheriff pay first such taxes as may be a lien upon said premises taxed to $. Second that he pay the costs of this action including a counsel fee of $100.00 to Cameron and Woodburn. Third that he pay of the balance of the cash payment and of the notes for deferred payments to Ivil Swarts one half thereof. To Thomas Huggart one fourth part thereof. To William Crane one twelfth part thereof. To Allie Crane one twelfth part thereof and to Elmer Crane one twelfth part thereof.

5118 Augenbaugh and Baker Bros. vs George Stahl } This day came the parties by their Attorneys, and this cause came on to be tried; and thereupon came a jury, to-wit: John Wiley, Howard Vosbury, W. H. Robb, Jacob Beagle, J. A. Henderson, John Van Pearse, John Thompson, John D. Thoms, James B. Whelpley, D. Webb, C. M. Ingman & E. L. Price who being duly empannelled and sworn to try and true try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court; the said jurors retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following, to-wit: The State of Ohio, Union County, S.S. Court of Common Pleas of said County, October Term 1886, Jan. 7- 1887. Civil Action. Aughenbaugh and Baker Bros Pltffs vs George Stahl Defendant. We the Jury being duly impannelled and sworn find the issues in this case in favor of the plaintiff, and assess the damages due to the plaintiffs from the defendant at the sum of $0.01 (one cent) John Van Pearse Foreman. Thereupon came the said George Stahl by his attorney and gave notice of a motion for a new trial in this cause, which was submitted to the Court whereupon the Court being fully advised in the premises do overrule said motion, to all of which rulings and findings the defendant excepts and asked the Court to allow sign and seal his bill of exceptions which is accordingly done.

It is therefore considered and adjudged by the Court that the plaintiffs recover of the defendant their costs herein expended taxed to $ for all of which execution is awarded.

Friday January 7th A.D. 1887

4943 John A. Barber Receiver &c. vs Camps and Randall Mfg Co.

This day came on this cause to be heard on the motions of defendant, whereupon the Court overrule the same to which defendant excepts, and thereupon the cause came on to be further heard on the demurrer to the petition, whereupon the Court being fully advised in the premises do overrule said demurrer to which ruling of the Court defendant excepted, Whereupon the defendant without waiving any of its rights under said exceptions asked and obtained leave to file answer in 30 days from the rising of the Court and this cause was continued.

4944 John A. Barber Receiver &c. vs Camps and Randall Mfg Co.

This day came on this cause to be heard on the motions of defendant whereupon the Court overrule the same to which defendant excepts. and thereupon the cause came on to be further heard on the demurrer to the petition whereupon the Court being fully advised in the premises do overrule said demurrer to which ruling of the Court defendant excepted. Whereupon the defendant without waiving any of its rights under said exceptions asked and obtained leave to file answer in 30 days from the rising of the Court and this cause was continued.

v 4945 Martha W. Watkins vs Andrew Schneider

Now comes the plaintiff by her Attorney and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the —— day of ——, ——. The Court further find that the plaintiff was married to the said Joseph S Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased, that during said coverture the said Joseph S Watkins from whom the title of defendant is derived was seized was seized of the real estate in the petition described as an estate of inheritance, and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Lewis H. Cox, under whom defendant claims, without this plaintiff joining in this conveyance and that said conveyance did not bar her right of dower in said premises, and that she is entitled to have the same set off and assigned to her as prayed for in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes, and that a writ issue to the Sheriff of Union County commanding him that by the oaths of Geo B. Hamilton James Cutler and Lorenzo Cheney three judicious disinterested men of the vicinity in said County who are not of Kin to either of the parties and who are hereby appointed a Commission for that purpose to set off and assign such dower according to law and that of said proceeding together with said Commissioners appraisement of the net yearly value of said real estate estimated from the 3rd day of Oct. 1885 to the day of such assignment

4956

of dower excluding all valuable and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

Martha W. Watkins
vs
Priscilla Sanders
#952

Now comes the plaintiff by her attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and evidence and was submitted to the Court, On Consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the day of . The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased that during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Leon H. Cox under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises, and that she is entitled to have the same set off and assigned to her as prayed for in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff have and recover with one full ragual third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of George B. Hamilton, James Elder and Lorenzo Cherry three judicious and disinterested men of the vicinity in said County who are not of kin of either of the parties and who are hereby appointed a Commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners appraisement of the net yearly value of said real estate estimated from the 28th day of October A.D. 1885 to the day of such assignment of dower excluding all valuable and permanent improvements made after said Joseph S. Watkins ceased to be the owner, but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

Martha W. Watkins
vs
William H. Moore and John H. Moore
4956

Now comes the plaintiff by her Attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and evidence and was submitted to the Court, On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the day of — —. The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said

January. 7th A.D. 1887.

Joseph S. Watkins is now deceased that during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Lewis H. Cox under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises, and that she is entitled to have the same set off and assigned to her as prayed for in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of George B. Hamilton, James Cutler and Lorenzo Cheney three judicious disinterested men of the vicinity in said County who are not of kin to either of the parties and who are hereby appointed a commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said commissioners appraisement of the net yearly value of said real estate estimated from the 28th day of October A.D. 1885 to the day of such assignment of dower excluding all voluntary and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said commissioners and Sheriff make return without unnecessary delay.

Martha W. Watkins
vs
F. G. Drbolt

4955

Now comes the plaintiff by her Attorneys and the defendant being in default for answer or demurrer this cause came on for hearing on the petition of the plaintiff and evidence and was submitted to the Court, On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the ___ day of ___. The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased that during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Lewis H. Cox under whom said defendant claims, without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises, and that she is entitled to have the same set off and assigned as prayed for in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of James Cutler, George B. Hamilton & Lorenzo Cheney three judicious disinterested men of the vicinity in said County who are not of kin to either party in interest and who are hereby appointed a commission

for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners appraisement of the net yearly value of said real estate estimated from the 28th day of Dec. A. D. 1885 to the day of such assignment of dower excluding all valuable improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

√ Martha W. Watkins
#954 vs
Richard Longberry

Now comes the plaintiff by her Attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and the evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has been so in possession since the ____ day of ____, ____.

The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased that during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Lewis H. Cox under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises and that she is entitled to have the same set off and assigned to her as prayed for in her petition.

It is therefore ordered adjudged and decreed by the Court that the said plaintiff have and recover one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of George B. Hamilton, James Cutler and Lorenzo Cheney three judicious disinterested men of the vicinity in said County who are not of kin to either of the parties and who are hereby appointed a commission for that purpose to set and assign such dower according to law and that of said proceedings together with said Commissioners appraisement of the net yearly value of the real estate estimated from the 28th day of October A.D. 1885 to the day of such assignment of dower excluding all valuable and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

January 7th A. D. 1887.

√ 4951 Martha W. Watkins vs Robert Fields

Now comes the plaintiff by her Attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of plaintiff and evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the ___ day of ___. The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased. That during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Lyon H. Cox under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises and that she is entitled to have the same set off and assigned to her as prayed for in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of George B. Hamilton, James Cutler and Lorenzo and Lorenzo Cheney three judicious disinterested men of the vicinity in said county who are not of kin to either of the parties and who are hereby appointed a commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners Appraisement of the net yearly value of said real estate estimated from the 28th day of Oct. A.D. 1885 to the day of such assignment of dower excluding all valuable and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

4936

4093 A. R. Phillips vs Eliza Phillips et al. } Leave to Eliza Phillips and Curry & Robinson to answer instanter.

4094 James S. Seymour vs The Village of Magnetic Springs } 5049

This cause is settled by agreement of defendant to pay costs. It is therefore considered & adjudged by the Court that plaintiff recover of the defendant his costs herein expended taxed to $

✓ Martha M. Watkins
4964 vs
George M. Stahl Ux
Catharine Stahl his wife

Now comes the plaintiff by her Attorneys and the defendants bring in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the day of The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased that during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Leon H. Carr. under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises, and that she is entitled to have the same set off and assigned to her as prayed for in her petition.

It is therefore ordered adjudged and decreed by the Court that the plaintiff have and own with one five equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of James Cutler, George B. Hamilton and Lorenzo Cheney three judicious disinterested men of the vicinity in said county who are not of kin to either of the parties and who are hereby appointed a commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners appraisement of the net yearly value of said real estate estimated from the 4th day of Nov. A. D. 1855 to the day of such assignment of dower rending all valuable and permanent improvements made of said Joseph S. Watkins ceased to be the owner, but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

W. H. Hill
4936 vs
Benj. C. Moffitt et al

This day this cause is dismissed at the cost of plaintiff. It is therefore considered ordered and adjudged by the Court that the plaintiff pay all the costs herein made taxed at $- for which execution is awarded.

John B. Shisler
5049 vs
Newton Lingrell

This cause is continued on motion and showing of defendant and at his costs for this Term. It is therefore considered that said defendant pay all the costs herein made at this Term taxed to $- for which writ is awarded.

Jan. 7th A.D. 1887.

4950 Martha H. Watkins vs David A. Temple

Now comes the plaintiff by her attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of plaintiff and evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has been so in possession since the day of . The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased that during said coverture the said Joseph S. Watkins from whom the title is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Isom H. Carl, under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises and that she is entitled to have the same set off and assigned to her as prayed for in her petition.

It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of James Cutler, George B. Hamilton and Lorenzo Cheney three judicious disinterested men of the vicinity in said County who are not of kin to either of the parties and who are hereby appointed a Commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners appraisement of the net yearly value or value of said real estate estimated from the 28th day of October A.D. 1885 to the day of such assignment of dower excluding all valuable and permanent improvements made after said Joseph S. Watkins ceased to be the owner, but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

5108 Charles R. Hatton vs Julia E. Gabriel et al. } This day this cause came on to be heard on motion to reform answer and the Court overruled said motion to which pltff excepted, and leave is given plaintiff to reply in ten days.

5187 F. S. Hagen vs John G. Wilson } Leave to answer in ten days.

5214 Julia E. Gabriel et al vs Charles R. Hatton. } Leave to answer in 15 days.

4952

4952 Martha W. Watkins vs Thomas J. Fields

Now comes the plaintiff by her Attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the day of

The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased that during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Lewis H. Cox under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises, and that she is entitled to have the same set off and assigned to her as prayed for in her petition.

It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of Geo. B. Hamilton, James Carder and Lorenzo Cheney three judicious disinterested men of the vicinity in said County and who are not of kin to either of the parties and who are hereby appointed a commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners appraisement of the net yearly value of said real estate estimated from the 28th day of October 1885 to the day of such assignment of dower excluding all value added and permanent improvement made after said Joseph S. Watkins ceased to be the owner, but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

Jan. 7th A.D. 1887

1 Martha W. Watkins
4957 vs
Florence F. C. Temple

Now comes the plaintiff by her Attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and the evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the day of
The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased, that during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Lewis H. Cox under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises and that she is entitled to have the same set off and assigned to her as prayed for in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County Ohio commanding him that by the oaths of George B. Hamilton, James Cutler and Lorenzo Cheney three disinterested men of the vicinity in said County and not of kin to either of the parties and who are hereby appointed a Commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners appraisement of the net yearly value of said real estate estimated from the 15th day of October 1886 to the day of such assignment of dower excluding all voluntary and permanent improvements made after said Joseph S. Watkins ceased to be the owner, but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

1
4962

Martha W. Watkins
vs
#962 O. L. Fields

Now comes the plaintiff by her Attorneys and the defendant bring in default for answer and demurrer this cause cam on for hearing on the petition of the plaintiff and evidence and was submitted to the Court.

On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the day of

The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased that during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Leonard A. Coe under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises and that she is entitled to have the same set off and assigned to her as prayed for in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County Commanding him that by the oaths of James Cutler, George B. Hamilton and Lorenzo Cheney three judicious disinterested men of the vicinity in said County who are not of kin to either of the parties and who are hereby appointed a commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners appraisement of the net yearly value of said real estate estimated from the 4th day of November A.D. 1885 to the day of such assignment of dower excluding all valuable and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

Jan. 7th A. D. 1887.

J
4959

Martha N. Watkins
vs
Magdaline Englestad.

Now comes the plaintiff by her Attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the ___ day of ___. The Court further finds that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased. That during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was siezed of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Lewis W. Cox under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises, and that she is entitled to have the same set off and assigned to her as prayed for in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of George B. Hamilton James Cutler and Lorenzo Cheney three judicious disinterested men of the vicinity in said County who are not of Kin to either of the parties and who are hereby appointed a Commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners appraisement of the net yearly value of said real estate estimated from the 4th day of Nov. 1885 to the day of such assignment of dower excluding all valuable and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

J

4960

J. Brodrick Guardian &c.
vs
J. J. Miller et al. Defendants)
4890 4928

On motion of F. S. Giddings and Co. defendants and on producing the returns of the Sheriff of the sale made under the former orders of this Court and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to Law and the orders of this Court. It is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser J. W. Cummings by deed according to law, the property so sold, and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises so far as they may be paid herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the Clerk enter satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of said County of Union.

And the Court coming now to distribute the proceeds of said sale amounting to ($2319 6½/100)

Two thousand three hundred and nineteen and 67/100 Dollars, it is ordered that the Sheriff out of the money in his hands pay: First, to the Treasurer of this County the taxes penalty and interest against said property, to wit: The sum of two hundred and sixteen and 72/100 Dollars ($216.72) Secondly, The costs of this action taxed at fifty and 90/100 Dollars ($60.90) Thirdly, To the defendants Smith Giddings and Co. the amount found due them with interest to the first day of October A. D. 1886. to wit: twenty one hundred twenty and 40/100 Dollars ($2120 40/100)

J
4960

Martha W. Watkins
vs
Wm H. Moore et. al.

Now comes the plaintiff by her Attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the ____ day of ____. The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased, that during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Leonard H. Cox under defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises and that she is entitled to have the same set off and assigned to her as prayed for in her petition.

It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of George B. Hamilton, James Cutler and Lorenzo Cheney three judicious disinterested men of the vicinity in said County who are not of kin to either of the parties and who are hereby appointed a Commission for that purpose to set off and assign such dower according to law and that proceedings together with said Commissioners appraisement of the net yearly value of said real estate estimated from the 4th day of Nov. 1885 to the day of such assignment of dower excluding all value added and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

Jan. 7th A. D. 1887.

#4972 Martha W. Watkins vs John W. Blue

Now comes the plaintiff by her attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and evidence and was submitted to the Court On consideration whereof the Court finds that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the day of . The Court further find that the plaintiff was married to the said Joseph S Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased, that during said coverture the said Joseph S Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S Watkins to Lewis H. Cox under whom defendant claims, without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises and that she is entitled to have the same set off and assigned to her as prayed for in her petition. It is therefore ordered adjudged and decreed by the Court that the said plaintiff Martha W. Watkins have with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County Commanding him that by the oaths of George B Hamilton James Cutler and Lorenzo Cheney three judicious disinterested men of the vicinity in said County who are not of kin to either of the parties and who are hereby appointed a Commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners appraisement of the net yearly value of said real estate estimated from the 1st day of Oct 1885 to the day of such assignment of dower excluding all voluntary and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

J
#961

Martha M. Watkins
vs
John H. Moon et. al.

Now comes the plaintiff by her attorneys and the defendant being in default for answer and demurrer this cause came on for hearing on the petition of the plaintiff and evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the day of . The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased, that during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S Watkins to Lewis H. Cox under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises and that she is entitled to have the same set off and assigned to her as prayed for in her petition. It is therefore ordered adjudged decreed by the Court that the said plaintiff be endowed with one full equal third part of said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of James Cutler, George B. Hamilton and Lorenzo Cheny three judicious disinterested men of the vicinity in said County who are not of kin to either of the parties and who are hereby appointed Commissioners for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners appraisement of the net yearly value of said real estate estimated from the 4th day of Nov. A.D. 1886 to the day of such assignment of dower excluding all value added and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff make return without unnecessary delay.

Jan. 7th A.D. 1887

5184 Mattie Alden vs D.F. Wilson et.al. } 4911

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed.
And it is further ordered that the said Sheriff convey to the purchaser Mattie Alden by deed according to law the property so sold and described as follows=
Being all of the Lot No. eighty two (82) in the village of Milford Center Union County Ohio. And the said purchaser is hereby subrogated to all the rights of the said lien-holders in said premises so far as they may be paid herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that said Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of said Union County.
And the Court coming now to distribute the proceeds of said sale amounting to five hundred and twenty Dollars ($520.00) it is ordered that the Sheriff out of the money in his hands pay first to the Treasurer of Union County the taxes penalty and interest against said property, to wit= the sum of $
Secondly, the costs of this action taxed to $31.92
Thirdly to the plaintiff Mattie Alden the amount heretofore found due her with interest, to wit= the sum of $487 36/100

5080 John Penhorwood and W.F. Penhorwood vs William M. Skidmore et al Jacob Keller }

This cause coming on for hearing on the motion of the plaintiffs for a new trial the Court on consideration thereof overrules the same which was excepted to by plaintiffs. It is therefore considered by the Court that the said Jacob Keller recover from the said John Penhorwood and W.F. Penhorwood the said sum of six hundred and nine and 15/100 dollars as heretofore found due him together with his costs herein expended taxed to $

4941 John Gibson Administrator of
Robert B. Smith deceased Plaintiff.

vs

Wm B. Smith, Eva J. Smith Josie Smith Margret Smith.
Union Central Life Insurance Company. The Enterprise
Building and Loan Association, Sarah Evans, Rachel J. Reamey
executrix of the will of Cornelia Taylor, dec'd, The Indiana Yearly
meeting of the Religious Society of Friends, Caleb Harsh Defts.

And now this cause coming on
for hearing on distribution was submitted to the Court on the pleadings and evidence adduced;
On consideration whereof the Court find that the Mortgage deed in the amendment to the
plaintiffs petition described from Robert B. Smith to W. D. Smith dated June 25th 1883, and
recorded on page 284 of the records of Mortgages in Union County, Ohio, and covering the
119 acres included in the last two tracts described in plaintiffs petition was in fact made
to William B. Smith the defendant a minor child of said Robert B. Smith deceased and
was made without any consideration whatever and is fraudulent and void as to
the creditors of said Robert B. Smith deceased.
It is therefore ordered adjudged and decreed that said mortgage deed be and the same
hereby is altogether annulled cancelled and held for naught. The Court further find
that there is due to the defendant The Indiana Yearly Meeting of the Religious Society of
Friends on the notes set up in its cross petition herein the sum of ($3565 6/100) Three
Thousand five hundred and sixty five and 6/100 Dollars and that to secure the
payment of the same the said Robert B. Smith and Margaret Smith his
wife, defendant, executed and delivered to Joseph Dickinson their certain
Mortgage deed as in the cross-petition of said Yearly Meeting Society herein
described upon the one hundred and nineteen acres of land included in the last
two tracts in plaintiffs petition described. That said mortgage was duly recorded
in vol. 18 page 550 of the Union County Records of Mortgages on the day of
18—. And that on the 6th day of April A.D. 1883 said notes interest coupons and mortgage
were for a full fair and valuable consideration sold, assigned and delivered
by said Joseph Dickinson to said Indiana Yearly Meeting society and that said
Yearly Meeting is now the legal owner and holder thereof, and that said mortgage
is the first and lien on said 119 acres for the said amount so found due.
And thereupon on motion of the plaintiff and his producing the return of the sale of the
One hundred and nineteen acres aforesaid, Made by him under the former order
of this Court; and the Court finding on careful examination of the proceedings of the said
Administrator and being satisfied that the same have been had in all respects in conformity
to law and the orders of this Court it is ordered that the said proceedings and sale be and they
are hereby approved and confirmed; and it is further ordered that the said Administrator
convey to the purchaser Jorge Freshwater by deed in fee simple the lands and tenements
so sold, and the said purchaser is hereby subrogated to all the rights of the said lienholders
so far as they may be paid herein for the protection of his title, And the Court
coming now to distribute the proceeds of said sale amounting to ~~$4 899.00~~ $4643.26 it is ordered
that the said plaintiff (Administrator) retain of the money in his hands sufficient
to cover costs of this action taxed to $ and the percentum and charges of
said Administrator for his administration of the same and his expenses therein including
Attorney fees to be held by him subject to the further order of the Court proportioning said
costs and charges between said 119 acres tract and said 82½ acres tract and second
out of said proceeds of the 119 acres said plaintiff is ordered to pay the taxes and assessments

Jan. 7th A. D. 1887.

4937

due on said 119 acres. Third, to the said Indiana Yearly Meeting of the Religious Society of Friends the said sum of $35.65.06 so found due it being inclusive of interest to January 5th 1887. As to distribution of balance of proceeds of sale this cause is continued.

The foregoing order of distribution is made by our consent. P.B. Colfax and Sam Ruff Attys.

J. W. Robinson for Evans who it is said gets nothing in any event.

Robinson & Piper Attorneys for Enterprise Building and Loan Association

P. B. Fulton Attorney of the Indiana Yearly Meeting of the Religious Society of Friends and Rachel J. Reamey executrix of Cornelia Taylor, dec'd.

Porter and Porter Attorneys for Freshwater the purchaser.

4932 E. C. Williams vs Charles E. Lemay et. al.

On motion of the plaintiff and on producing the return of the Sheriff of his proceeding under the order of sale, the Court having examined the same and being satisfied that they were had in all respects in conformity to law and the orders of this Court, hereby approves and confirms said proceedings and sale and the Sheriff is ordered to convey said premises to William Miller, the purchaser thereof by deed in fee simple. And the Court coming now to distribute the said fund in the hands of the Sheriff, being one half said premises were sold for, to-wit = $400.00 do order that he pay the same, 1st To the Clerk of this Court the costs of this action, taxed at $79.05 including a counsel fee of $31.00 to plaintiffs Attorney P. B. Fulton, 2nd and of the rest of said proceeds that he pay to the plaintiff $160.42 being one half of the residue and to Charles Eugene Lemay and Lewis Addison Lemay each $80.21 being one fourth to each, also said Sheriff is ordered to deliver to plaintiff to notes each for the sum of $100.00 payable in one and two years with interest secured by mortgage on the premises sold herein and to Charles Eugene Lemay and Lewis Addison Lemay each two notes for $50.00 payable in one and two years with interest secured by mortgage on said premises, said notes to be given by the purchaser for the deferred payments.

3173 Bank of North Lewisburg vs James Carter et. al.

This day A. G. Wilcox and V. G. Hush the executors of the will of W. W. Woods deceased suggested the death the death of said W. W. Woods in whose name the Court entered a decree and order of sale Oct. 8, 1880 in this cause on his cross-petition for the sum of two hundred dollars with interest from Nov. 27-1879 and said executors entered their appearance as plaintiffs and said executors are here by the Court substituted for said W. W. Woods in said decree and order of sale of the premises ordered to be sold for the payment of said decree, also the decree in favor of W. A. West the same day in this cause for $226 65/100 and by him assigned to said Woods be and the same is revived in favor of said executors and an order of sale authorized in their favor for the payment of said $226.65 and interest if default be made for ten days in the payment thereof by said defendant.

5107

4937 Martha N. Watkins vs John Moore

Now comes the plaintiff by her Attorneys and the defendant being in default for answer or demurrer this cause came on for hearing on the petition of the plaintiff and evidence and was submitted to the Court. On consideration whereof the Court find that the defendant is in possession of the premises described in the petition claiming to own the same in fee simple and has so been in possession since the day of 18— The Court further find that the plaintiff was married to the said Joseph S. Watkins as in her petition set forth and that the said Joseph S. Watkins is now deceased That during said coverture the said Joseph S. Watkins from whom the title of defendant is derived was seized of the real estate in the petition described as an estate of inheritance and that the same was in 1848 sold and conveyed by the said Joseph S. Watkins to Levin H. Coe under whom defendant claims without this plaintiff joining in said conveyance and that said conveyance did not bar her right of dower in said premises and that she is entitled to have the same set off and assigned to her as prayed for in her petition.

It is therefore ordered adjudged and decreed by the Court that the said plaintiff be endowed with one full equal third part of the said premises described in the petition the value to be estimated according to the value of the ground at the time of the assignment excluding increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increase of value from improvements made thereon since the said Joseph S. Watkins ceased to be the owner thereof but including increased value from other extrinsic and general causes and that a writ issue to the Sheriff of Union County commanding him that by the oaths of George B. Hamilton, James Cutler and Lorenzo Cheney three judicious disinterested men of the vicinity in said county who are not of kin to either of the parties and who are hereby duly appointed a commission for that purpose to set off and assign such dower according to law and that of said proceedings together with said Commissioners appraisement for the net yearly value of said real estate estimated from the 13th day of October A.D. 1885 to the day of such assignment of dower excluding all valuable and permanent improvements made after said Joseph S. Watkins ceased to be the owner but including all increased value from other extrinsic and general causes and that said Commissioners and Sheriff return with out unnecessary delay.

5107 A. T. Carpenter vs Wm. Whitley et al.

This day on motion to the Court and it being made to appear that the premises described in plaintiffs petition have been three times offered for sale and that the same were not sold for want of bidders, it is by the Court ordered that the appraisement heretofore made herein be set aside and that a new appraisement be ordered.

Snyder Barlow & Co. vs Spencer G. Mc. Wade et al. Leave is granted Snyder Choffee & Co. to file ans. & cross-petition in ten days.

Jan. 7th A. D. 1887.

5165 Peleg Cranston Admr &c. vs James S. Baldwin et. al.

This day on motion to the Court leave was given to the defendant Anna M. Halloran to file her answer and Cross-petition herein by the 22nd day of January A. D. 1887. And it also appearing that the said Anna M. Halloran has other land described in her mortgage in addition to the land described in plaintiffs petition it is ordered that ~~said~~ David Mulford and Albert H. Ehrman and T. B. Fulson who claim a lien on said land be made parties and that they file answers setting up what interest they have, if any, in the lands described in the mortgage of Anna M. Halloran. On motion leave was given to T. D. Arthur to file answer.

5148 W. G. Roots and William Stillings vs T. F. Wilson et. al.

Now comes the plaintiffs by their Attorneys and the defendant T. F. Wilson having had due and legal notice of the pendency of this action and being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true and that he is indebted to the plaintiffs in the sum of $451.72

It is therefore considered by the Court that the said W. G. Roots and William Stillings recover from the said defendant T. F. Wilson said sum of $451.72 with 6% int. from this date and their costs herein expended taxed to $ for which execution is awarded.

4842

D. Aultman & Co.
4842 vs
E. A. D. Brevard

This day this cause came on to be heard upon the pleading and the evidence of the plaintiff, the defendant failing to offer any evidence in support in support of the answer filed by him herein.

On consideration whereof the Court do find that there is due to plaintiff (judgment having been heretofore rendered on the amount admitted to be due) the sum of Sixty six and 50/100 Dollars interest to be computed to first day of present Term. It is therefore considered and adjudged that the plaintiff recover of the defendant said sum of $66.50 and his costs taxed herein at $ and that the defendant pay his own costs taxed at $ for all of which execution is awarded.

Jan. 7th 1887

5111 Margaret Holt et.al. vs John B. Wells et.al. 5731

This day this cause came on to be heard upon the petition of the plaintiff, and the evidence, the Court find that all the defendants had legal notice of the pendency and prayer of the petition, and are in default for answer or demurrer, and that the petition is thereby confessed by them to be true. The Court further find that the plaintiff Margaret Holt is seized of and has a legal title to the undivided one eighth part of said premises, and is entitled to hold the same in severalty; that the defendants are tenants in common with her in the following proportions, to-wit: John B. Wells, Lewis Wells, Adaline Moskill, Harriet Berringer, and Rebecca Wells each one undivided one eighth part; John F. Wells, and James L. Wells, each one undivided one sixteenth part; Clarence L. McVey, Lawrence L. McVey and Formus O. McVey each one undivided one twenty fourth part. It is therefore, ordered adjudged and decreed that partition of said estate be made in the proportions above described, and that an order issue to the Sheriff of this County commanding him that by the oaths of James Cutler, T. J. Williams and S. S. Sandiver, three judicious disinterested freeholders of the vicinity, who are hereby appointed commissioners for that purpose he set off to the plaintiff and defendants cotenants their proportions of said estate in severalty.

If said commissioners find that they cannot divide said premises without manifest injury to the value thereof it is ordered that they appraise the same, and of his proceedings said Sheriff is ordered to make due return.

5731 David Bowersmith vs Eva R. Bowersmith

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear, the Court find herein default for answer and demurrer to said petition and find that the allegations thereof are confessed by law to be true. The Court further finds that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and extreme cruelty towards the plaintiff as in the petition set forth and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said David Bowersmith and Eva R. Bowersmith be and the same is dissolved and both parties are released from the obligations of the same. It is further considered by the Court that the said David Bowersmith pay the costs of this proceeding and execution is awarded therefor.

Thereupon Court adjourned without day. John Q. Burgoon Clerk

In vacation.

5071 George W. Richard
vs
Uriah Cahill et al.

5247

This day came the plaintiff by D.B. Fulton his atty and filed a motion for a temporary injunction herein and an affidavit of plaintiff was filed in support of said motion and said motion was submitted to the Honorable John A. Price Judge of the Common Pleas Court of the Third subdivision of the Tenth Judicial District at Chambers. On consideration whereof and the said Judge being satisfied that a temporary injunction should be allowed. It is ordered that a temporary injunction be and the same is hereby allowed as prayed for in plaintiffs petition, upon the plaintiff giving an undertaking in the sum of Two Hundred Dollars conditioned according to law, with security to the satisfaction of the clerk of the Court of Common Pleas of Union County, Ohio.

Jan. 12th 1887
At Chambers,

John A. Price Judge of Court of Common Pleas 10th Judicial Dist. of Ohio.

5236 William H. Walford et al.
vs
Uriah Cahill et al.

Court of Common Pleas, Union County Ohio.

On motion of plaintiffs by their Attorney it is ordered that, on an undertaking being given in the sum of Five hundred Dollars — $500 — with sureties to the approval of the Clerk of the clerk of the Court of Common Pleas of Union County, Ohio, an Injunction be allowed to issue herein as prayed for in plaintiffs petition, until the further order of said Court of competent Jurisdiction.

5260

Done at Chambers at Bellefontaine, Ohio, this 15th day of January A.D. 1887.

John A. Price
Judge of Court of Common Pleas 3rd Subdivision, 10th Judicial Dist. of Ohio.

5247 Dorothy Rickman vs Ralph Moffitt } Order of Injunction.

And now on this 24th day of January 1887 came the plaintiff by J. M. Kennedy her Atty, and being made to appear that there is at this time no Common Pleas, Circuit or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff by her Attorney therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said Deft Ralph Moffitt from in any manner selling incumbering or disposing of the note or mortgage described in the petition of plaintiff, as prayed for in said petition of petition of plaintiff.

It is further ordered that the Clerk of the Court of Common Pleas issue Summons in this case endorsed injunction allowed on said plaintiff giving an undertaking to the said defendant conditioned according to Law with security to be accepted by the said Clerk of the Court of Com. Pleas, in the sum of $100.00

5260 Robert Sander Laurence Martin and Sarah Hale, Plaintiffs, vs Wm. Peters and Charles Peters Defts } In Union County Common Pleas Before Probate Judge. Temporary Injunction. Feb. 16th 1887.

This day came the plaintiffs by their attorneys and on their motion and affidavits herein filed, and on good cause shown and it appearing to me that at this time there is no Supreme or Common Pleas Judge in said County: It is ordered, that an injunction be issued herein enjoining the defendants from cutting or tapping sugar trees on the John Struble farm so called as prayed for in said petition, until the further order of the Court of Common Pleas or a Judge thereof, or otherwise dissolved by by due course of law, upon the plaintiffs entering an undertaking in the sum of $100- conditioned according to law, with sureties to the approval of the Clerk of the Court of Court of Common Pleas.

John B. Coats (Seal)
Probate Judge.

Mandate from the Circuit Court.

State of Ohio
Union County, ss. } Circuit Court Union County, Ohio

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, begun and held before

Hon. John J. Moore
Hon. Thomas Beer
Hon. Henry N. Seney

Presiding Judges.

at Marysville, Ohio, on the 8th day of February A.D. 1887, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz:-

Lucinda Ford

No. 3. vs.

Daniel S. Ford et al.

This day came the parties by their attorneys and the Court directed the evidence to be given only on the point as to whether the sum claimed to have been secured by the mortgage mentioned in the petition was due at the time suit was brought on which point the Court find against the plaintiff and that the money claimed to be secured by said mortgage was not due at the time the suit was brought.

It is therefore ordered that this cause be and the same is dismissed without prejudice to a new action. It is further ordered and adjudged by the the Court that the defendant Daniel S. Ford pay all the costs made on this action prior to the time of filing his second amended answer, to-wit:- Mar. 17th 1883, and that the plaintiffs pay all costs since the filing of said second Amended Answer. This decree for costs however not to effect prior judgments for costs on continuance.

And it is further ordered that a special mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.

It is also ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry &c.

I, John Q. Burgner, Clerk of the Circuit Court of Ohio within and for Union County do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the Seal of said Court this 8th day of February A.D. 1887

Seal

John Q. Burgner Clerk of Circuit Court
By A.R. Burgner Deputy

State of Ohio
County of Union } Circuit Court of Ohio, Within and for Union County.

To the Honorable Court of Common Pleas, within and for the County of Union Ohio, Greeting:

We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Lucinda Ford vs. Daniel S. Ford et al. into execution.

Witness my hand and Seal as Clerk of our said Circuit Court at Marysville Ohio, this 8th day of February A.D. 1887

Seal

John Q. Burgner Clerk
By A. R. Burgner, Deputy

Mandate from the Circuit Court.

State of Ohio
Union County, ss. } Circuit Court, Union County, Ohio.

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, begun and held before

Hon. John J. Moore
Hon. Thomas Beer
Hon Henry W. Seney } Presiding Judges.

at Marysville O, on the 9th day of February A.D. 1887, among other proceedings then and there had by and before said Court, as appears by its Journal were the following, viz:-

Sowder and Bright
No. 579 vs.
A.C. DeGood and Lydia A. DeGood et.al. } This day this cause came on to be heard upon the pleadings was submitted on the evidence and argument of counsel. On consideration whereof the Court find that Lydia A. DeGood was the owner of the said house and lot in Richwood Ohio, and that she is entitled to the money now in the hands of the Sheriff of Union County, Ohio resulting from the sale of said house and lot in the case of J. J. Finley vs. M. Tongret et.al. and now in the hands of said Sheriff. It is therefore considered ordered and adjudged that the said Lydia A DeGood recover said money: and the said Sheriff is now ordered to pay the money in his hands so resulting from said sale to Lydia A DeGood and that the plaintiff pay the costs herein taxed to $ And it is further ordered by the Court that a special Mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution It is also ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry, etc.

I John Q. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the Seal of said Court this 9th day of February A.D. 1887.

Seal

John Q. Burgner Clerk Circuit Court
By A.R. Burgner Deputy

State of Ohio
County of Union } Circuit Court of Ohio, Within and for Union County

To the Honorable Court of Common Pleas within and for the County of Union Ohio Greeting:- We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Sowder & Bright vs A. C. DeGood, Lydia A. Degood et.al. into execution.

Witness my hand and seal as Clerk of our said Circuit Court, at Marysville Ohio, this 9th day of Feb. A.D. 1887

Seal

John Q. Burgner Clerk
By A.R. Burgner Deputy

Mandate from the Circuit Court.

State of Ohio
Union County, ss. } Circuit Court - Union County, Ohio.

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, began and held before

Hon John J. Moore
Hon Thomas Beer
Hon. Henry M. Seney } Presiding Judges.

at Marysville O, on the 9th day of February A.D. 1887, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz:-

Rosina Weis, Plaintiff in Error
vs.
John Struble, Defendant in Error } This day this cause

No. 78

came on to be heard upon the motion of the defendant John Struble for a nunc-pro-tunc order remanding the said action in the Court of Common Pleas for execution on consideration whereof and the Court being fully advised in the premises finds that said motion is well taken. It is therefore ordered and adjudged that said cause be remanded to said Court of Common Pleas for execution in accordance with the request of said motion. It is also ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry, etc.

I, John Q. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the Seal of said Court this 9th day of February A.D. 1887,

{Seal}

John Q. Burgner Clerk Circuit Court
By A.R. Burgner Deputy.

State of Ohio }
County of Union } Circuit Court of Ohio, within and for Union County.

To the Honorable Court of Common Pleas, within and for the County of Union, O, Greeting:- We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Rosina Weis Plff in Error vs John Struble Deft. in Error into execution

Witness my hand and seal as Clerk of our said Circuit Court at Marysville Ohio, this 9th day of February A.D. 1887,

John Q. Burgner Clerk
By A.R. Burgner Deputy

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Monday, February 21st A.D. 1887.

The State of Ohio, }
Union County, ss }

This separate session of the Court of Commons Pleas of the Tenth Judicial District of the State of Ohio within and for the County of Union for the Term of February in the year of our Lord one thousand eight hundred and eighty-seven in the Court-House in the town of Marysville, County and State aforesaid, was begun on the 21st day of February in the year aforesaid.

Present:-

Hon. John A. Price Judge of the
Court of Commons Pleas of the
Tenth Judicial District of the
State of Ohio.

Marion Hopkins Sheriff of Union County, Ohio

John M. Broderick Pros. Atty. of Union County, Ohio

Attest-

John L. Burgner
Clerk of the Court of Commons Pleas of Union County Ohio.

The Venire Facias for a Grand Jury heretofore issued returnable this day at 9 o'clock A.M. was duly returned by the said Sheriff with his endorsements thereon as follows, to-wit:-

The State of Ohio, Union County, ss.
Sheriff's Office February 21st 1887

On the 24th day of January 1887, I received this Venire and served the same on the several persons therein named, at the times and in the manner placed opposite their names endorsed hereon as follows:

No.	Name	When Served	How Served	Miles
1	Isaac Holycross	January 24th 1887	By Copy	11
2	Valentine Love	" " "	" " -Sick-	
3	B. P. Smith	" " "	" "	16
4	J. S. Baldwin	" " "	" "	10
5	John Stewart	" " "	" "	13
6	Bowen J. Dammie	" " "	" "	9
7	Simon Wall	" " "	" " -Sick-	
8	William Wilson	" " "	" "	20
9	Samuel Robinson	" " "	" "	9
10	M. B. Dillon	" " "	" "	11
11	Jonas C. Cline	" " "	" "	8
12	William Hildreth	" " "	" "	8
13	Lafe McElroy	" " "	" "	10
14	Philip Rupright	" " "	" "	3
15	Samuel McIntire	" " "	" "	4

M. Hopkins Sheriff of
Union County Ohio

Monday, February 21st A. D. 1887

And upon calling the same in open Court the panel was found incomplete thereupon the Sheriff summoned W. H. Conkright and J. A. Henderson as talesmen to complete the same who appeared in answer thereto and the panel being full the Court appointed W. H. Conkright foreman of the Grand Jury and he with his fellow Jurors took the oath in manner and form prescribed by law: And the said Jury being instructed by the Court in relation to their duties were conducted to their room attended by the Sheriff.

The following named persons compose the Grand Jury to-wit:- Isaac Holycross, B. P. Smith, J. S. Baldwin, John Stewart Bowen, J. Lawrence William Wilson Samuel Robinson, M. B. Dillon, Jonas C. Cline, William Hildreth Leafe Wm. Alvey Philip Rupright, Samuel McCune, J. A. Henderson and W. H. Conkright, Foreman.

5234 The Union Central Life Insurance Co. vs Henry N. Amrine et. al.

Now comes the plaintiff by its Attys. and the defendants bring in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true, and that said Henry N. Amrine is indebted to plaintiff on the notes set forth in plaintiffs petition in the sum of $3767 86/100. It is therefore considered by the Court that the said plaintiff, The Union Central Life Insurance Company, recover from the said defendant, Henry N. Amrine, the said sum of $3767 86/100 with interest on $3454 51/100 thereof at 7% from Feb. 21st 1887, and interest on $313 08/100 thereof at 6% from Feb. 21st 1887, and his costs herein expended. The Court further find that in order to secure the payment of the note set forth ~~in for the~~ in plaintiffs first cause of action, the defendants Henry N. Amrine and Sarah E. Amrine his wife executed and delivered to said Union Central Life Insurance Company, the plaintiff, their certain mortgage as in the petition described, and on the premises therein described; That said Mortgage was duly recorded in Book 19, Page 274 in records of mortgages of said Union County, Ohio, and is a first and valid lien on the premises described in the petition, and that the conditions of said mortgage have been broken.

It is therefore adjudged and decreed that unless the defendant, Henry N. Amrine, shall within one day from the entry of this decree pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest as aforesaid the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of said County of Union directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

5175 The State of Connecticut vs Richard A. White

This day this cause came on to be heard and it being made to appear that the real estate herein has been twice advertised and offered for sale under the present appraisement and still remains unsold for want of bidders, now on motion of plaintiff the said appraisement is set aside, and it is ordered that a new one be made.

Monday February 21st A. D. 1887

Frank McClenagan
vs
5744 Louisa McClenagan et al.

It is ordered by the Court that J. B. Cole Esq. be and he is hereby appointed Guardian Ad-litem to the defendants Frank Patterson Pinney Patterson, Jon Leyon, Charles Leyon, Frank Locke, Jesse Locke, Harry Locke and Blanche Locke and William Locke, Infants named in the petition, and the said J. B. Cole Esq. appeared in open Court and accepted said appointment and filed his answer as such Guardian Ad-litem.

Frank McClenagan
vs
5744 Louisa McClenagan et al.

This cause came on to be heard upon the petition of Frank McClenagan, the answer of Guardian Ad-litem of Frank Patterson, Pinney Patterson, Jon Leyon, Charles Leyon, Frank Locke, William Locke, Jesse Locke, Harry Locke and Blanche Locke, Infant defendants, and the exhibits, on consideration whereof and it appearing to the satisfaction of the Court that all the parties hear had due notice of the pendency and demand of the said petition as required by law, and that the petitioner has a legal right and estate in the premises described in the petition and as therein set forth, and no sufficient reason appearing why partition should not be made. It is ordered by the Court that by the oaths of S. D. Elliott, French Reynolds and J. S. Turner three indicians disinterested free-holders of the vicinity partition be made of said lands in the following manner to wit- as prayed for in said petition.

To Frank McClenagan, Louisa McClenagan, Frank Patterson, Pinney Patterson, Lawson Patterson, Linton Patterson, Jesse Patterson, (being heirs at law of Mary Ann Patterson deceased,) Frank Locke, William Locke, Jesse Locke Harry Locke, Blanche Locke, (being heirs at law of Amanda Locke deceased) together one half part of said premises and to Douglas Stewart, Ella Stewart, Jon Leyon Charles Leyon being heirs at law of Elizabeth Stewart deceased, together one half part.

If the same can be done without manifest injury to the premises, thereand in that case they return the true value in money of said premises and in case said division is so made that they return the true value in money of each half of said premises, separately to this Court and that a writ of partition issue to the Sheriff of this County commanding him to cause partition to be made in accordance with this order.

The State of Ohio
vs
Homer Randall } In Bastardy

This day this cause came on to be heard on motion to dismiss the same on consideration whereof the Court sustains said motion and orders said case dismissed and adjudge that defendant pay costs taxed to $ for which execution is awarded. No record.

Mercer deeds - see page 211

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Monday Dec. 21st A. D. 1887

4945	John A. Barber Receiver. vs Mary Hastings Admx.	This day this cause came on to be heard upon the demurrer of the defendant to the plaintiffs petition and was argued by counsel. On consideration whereof and the Court being fully advised in the premises finds that said demurrer is well taken. It is therefore considered and adjudged by the Court that said demurrer be and the same is hereby sustained and on motion leave was given plaintiff to file an amended petition within 30 days from the rising of the Court.
4706	Emma Walters vs Wm Schmelzer	Continued with leave to file amended petition in 30 days.
4821	Wm H. Hickman Exr &c. vs Wm Kightlinger et al.	Leave to file answer & cross petition for Geo. M. Wilbur.
4899	Anna S. Clason vs John Rawlins	This cause is dismissed without prejudice to a new action at pltffs costs. It is therefore considered ordered & adjudged that pltff pay the costs herein taxed
5134	E. L. Hinman vs James Thompson & Nelson P. Thompson	This cause is dismissed at costs of the defendants. It is therefore considered ordered and adjudged that the defendants pay all the costs herein taxed to pl-
5145	O. P. Lemon vs Peter Hild	Leave to file answer within 30 days from the rising of Court & continued.
5150	Mary Davis vs C. W. Burgoon	Leave to file answer within 30 days from the rising of the Court & continued.
5176	Emma Walters vs C. E. Walters	This cause is dismissed at defendants costs. It is therefore considered and adjudged that the defendant pay the cost herein taxed to pl & fee is awarded.
5179	The Home Building & Loan Assn Co. vs James B. Cole et al.	Leave to file answer for Phillip Snyder et al.
5196	James R. Gosling vs P. P. Crotty et al.	Leave to file answer and Cross petitions for Mc. E. Stewart, Henry Baker, Joshua Baker and N. J. Kinney.
5207	B. R. Sutherland vs L. F. Mc Elroy	Leave to file petition in 10 days.
5140	J. S. Gill et al. vs S. L. Bell et al.	Leave to file petition and same filed.

There upon Court adjourned until tomorrow morning at 9 o'clock.

Tuesday Feby 22nd A.D. 1887.

Court convened at 9,0'clock A.M. pursuant to adjournment.
The Hon. John A. Price Judge, and same officers as heretofore.

This day appeared at the Bar of this Court the Grand Jury heretofore empanneled and sworn, in and for the body of the County of Union aforesaid, to-wit:

Isaac Halyaran.	B. P. Smith.	J. S. Baldwin.
John Stewart.	Baron J. Sammie.	William Wilson.
Samuel Robinson.	M. B. Dillon.	Joseph C. Cline.
William Hildreth.	Lafe McElroy.	Samuel McClure.
Phillip Ruperight.	J. A. Henderson.	W. H. Cambright.

and presented their certain bills of indictment against-

739 David Morgan for Burglary and Petit Larceny.
740 Mitchell G. Rogers for Bigamy.
741 Justus J. Miller for Embezzlement, each endorsed "a true bill" and signed by W. H. Cambright Foreman of the Grand Jury.

also their further report as follows, to-wit:

Report of the Grand Jury.

To the Honorable John A. Price, Judge of the Court of Common Pleas of Union County, Ohio.

The Grand Jury at its February session 1887 respectfully report that we have been in session two days, during which time we have examined several witnesses concerning six cases. We have ignored three cases and herewith present three indictments.

During our session we visited the County Jail and examined into its care and management and the condition of the prisoners and find that the rules prescribed have been faithfully carried out and the condition of the jail good.

W. H. Cambright. Foreman.

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Tuesday Feb. 22nd A.D. 1887

5111 Margaret Holt et.al. vs John B. Wells et.al.

This day this cause came on to be heard upon the petition of the plaintiff, and the evidence the Court find that all the defendants had legal notice of the pendency and prayer of the petition, and are in default for answer or demurrer, and that the petition is thereby confessed by them to be true.

The Court further find that the plaintiff Margaret Holt is siezd of and has a legal right to the undivided one eighth part of said premises, and is entitled to hold the same in severalty; that the defendants are tenants in Common with her in the following proportions, to wit= John B. Wells, Levi Wells, Adaline Mashill, Harriet Clevinger and Rebecca Wells each of one undivided one eighth part; Clarence L. McVey, Laurence L. McVey and Lorenzo D. McVey each one undivided one twenty fourth part.

It is further ordered adjudged and decreed that partition of said estate be made in the proportions above described, and that an order issue to the Sheriff of this County commanding him that by the oaths of S.S Gardiner D.J. Williams and James Cutler, three judicious and disinterested freeholders of the vicinity, who are hereby appointed Commissioners for that purpose, he set off to plaintiff and defendants, tenants, their proportions of said estate in severalty. If said Commissioners find that they cannot divide said premises without manifest injury to the value thereof, it is ordered that they appraise the same. And of his proceedings said Sheriff is ordered to make due return.

5709 Bank of Richwood vs Sylvanus Taylor

Whereas the defendant at the last term of this Court to wit= Jan. 5th 1887 moved the Court to set aside the judgment rendered in this cause at that term on a warrant of Attorney without process and the Court thereupon at said term opened up and set aside judgment and ordered the cause set down for trial but by oversight the said judgment was not entered on the journal of said Court. Wherefore it is on motion ordered by the Court that said judgment be now entered on said journal as at term pro tunc judgment and it is considered ordered and adjudged by the Court that said judgment rendered against said defendant in favor of the plaintiff be and the same is set aside and leave granted the defendant to answer said petition which is accordingly done and cause continued to the Feb. 1887

5028 Geo. Schaby vs Henry Sauls } Leave to file a petition,

Thereupon Court adjourned until tomorrow at 9. o'clock A.M.

Feby 13th A.D. 1887.

Court convened at 9. o'clock A.M. pursuant to adjournment,
Hon. John A. Rice Judge with the same officers as heretofore being present.

5122 B. F. Carneau vs William C. Smart and D. H. Smart

Now comes B. F. Carneau plaintiff and suggests to the Court the death of D.H. Smart, one of the defendants herein, and that one Joseph Smart is the duly appointed and qualified administrator of the estate of said D.H. Smart; and moves the Court for leave to make said Joseph Smart a party defendant to this action, and to continue the same, and the Court finding the suggestions to be true, grants said motion; and said Joseph Smart Administrator &c, is accordingly made party defendant in this action, and the action proceeds.

5124 James Eddeman vs B. & G. Martin

This cause is continued on motion and showing of defendants and at their costs for this term. It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant their costs herein made at this term taxed to $

5125 P. R. Kerr vs B. & G. Martin

This cause is continued on motion and showing of defendants and at their costs for this term. It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant their costs herein made taxed to $ for this term of Court.

5126 Frank Scott vs B. & G. Martin

This cause is continued on motion and showing of defendants and at their costs for this term. It is therefore considered and adjudged that the plaintiff recover of defts their costs herein made at this term taxed to $

5127 Charles Bowers vs B. & G. Martin

This cause is continued on motion and showing of defts and at their costs for this term. It is therefore considered and adjudged that the plaintiff recover of defts their costs herein made at this term taxed to $

5128 G. L. Brooks vs B. & G. Martin

This cause is continued on motion and showing of defts and at their costs for this term. It is therefore considered and adjudged that the plaintiff recover of Defendants their costs herein made at this term of court taxed $

Thereupon Court adjourned until tomorrow morning at 9. o'clock.

Thursday July 24th 1887

Q. A. M. Court convened pursuant to adjournment, the same officers present as heretofore.

O. M. Lyon
5271 vs
J. P. Robbins

This day came the plaintiff by J. S. McCampbell his Attorney, and thereupon came J. H. Kinkade one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from the said Defendant herein to said Plaintiff as is alleged in said plaintiffs petition the sum of $281.28 It is therefore considered that said plaintiff do recover of said Defendant the said sum of $281.28 so as aforesaid confessed to be due, together with costs of said herein, to be taxed and with interest to be computed at the rate of six per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Mathew Lingrell
4917 vs
J. E. Haines

This day came the parties by their Attorneys, and this cause came on to be tried; and thereupon came a jury, to-wit: L. H. Headington, Andrew Anderson, Chorles Randall, Elias Hyle, John B. Miller, Wm Bainbridge, N. P. Thompson, D. N. Robertson, Wm G. Snodgrass, G. M. Wilbur W. R. Robinson T. H. Southard, who being duly impanneled and sworn to well and truly try the issue joined between the parties in this cause and a true verdict render according to the evidence unless withdrawn by consent of parties or discharged by the Court and after hearing the testimony arguments of counsel and charge of the Court the said jurors retired to their room to deliberate upon their verdict and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following, "We the jury being duly impanneled and sworn find the issues in this case in favor of the plaintiff and assess the damages to the plaintiff from the defendant at the sum of $"

"William Bainbridge Foreman."

The Home Building & Loan Assn.
vs
J. W. Cartmell et al

This cause is dismissed at the defendants costs. It is therefore considered ordered and adjudged that that plaintiff recover of defendants its costs herein taxed to $ No Record.

Thursday Feb. 24th 1887.

5767 Edward W. Porter Administrator of the estate of Robert Gamble deceased
vs
Emma Gamble et al.

This day A. H. Kellogg as Guardian ad-litem of Bessie Gamble (an infant who was made a party defendant by publication), by the leave and consent of the Court withdraws his answer filed by him herein on behalf of said infant and said Bessie Gamble is dismissed as a party from said case. And thereupon all questions in said cause being determined, except the further distribution of the proceeds of the sale of said real estate; the Court now orders that said Administrator after making distribution as ordered at the last term of this Court proceed to distribute as follows.

5044

Third. The costs adjudged against said Carrie Gamble, and said Emma, Grange and Carrie Gamble and others in case No. 4875.

Fourth. To the payment of the claim of Carrie Gamble, to-wit= $728.96 as reported by Thomas D. Tolton as Master Commissioner, and to be paid as follows as against Emma Gamble, $724.75 as against Annie Gamble $724.07 and as against Grange Gamble $780.52/100, and this shall be in full of all her claims and interest in and against said estate.

Fifth. To any person who shall have performed manual labor in the service of the deceased during his life time, and within twelve months preceding the death of said decedent, and not exceeding to each person more than $150.

Sixth. Debts due to all other persons.

5160

Seventh. The balance of the proceeds of said sale is to be distributed between Emma, Annie, and Grange Gamble according to the amounts and values of their respective tracts of lands, and the amounts of money received from the sales of each tract by the Administrator, and in such proportions as will be equitable.

5719 Thomas Davies
vs
Elizabeth Davies

This day came the plaintiff and the defendant having been duly served with summons and a copy of the petition, and having failed to appear the Court find Elizabeth Davies in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by said Elizabeth Davies to be true, the Court also find upon the evidence adduced, that the defendant has been guilty of wilfull absence from plaintiff for more than three years prior to the filing of the petition herein.

5160

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Thomas Davies and Elizabeth Davies be, and the same is hereby dissolved, and both parties are released from the obligations of the same, and it is ordered that plaintiff pay the costs herein taxed at $ for which execution is awarded.

Thereupon Court adjourned until 9 o'clock A. M. Tomorrow.

Friday July 15th A.D. 1887

9. o'clock A.M. Court convened pursuant to adjournment. Hon. John A. Price Judge. The same officers present as heretofore.

5044 Ann Dogarty }
vs }
George Schlegel }

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a jury, to-wit= George Smith, John B. Miller, Andrew Anderson, Charles Crandall, Elias Kyle, William Bainbridge, H. P. Thompson, D. M. Robertson, Wm. Snodgrass, George M. Wilson, W. R. Robinson, F. H. Southard who being duly impaneled and sworn to well and truly try the issue joined between the parties in this cause and a true verdict render according to the evidence, unless withdrawn by consent of parties or discharged by the Court, and after hearing the testimony, arguments of counsel and charge of the Court the jury retired to their to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following; to-wit: "We the Jury being duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the damages due to the plaintiff from the defendant at the sum of ($485.00) Four hundred and eighty five Dollars. George Smith Foreman.

5160 O. M. Scott & Bro. }
vs }
E. B. Moore & E. M. Witter }

This day the plaintiffs upon their motion have leave to withdraw their reply to the third ground of defense set up in the separate answer of E. M. Witter, and have leave to file a demurrer to said third defense. And thereupon this cause came further on to be heard upon the demurrer to said third defense, and the Court being fully advised in the premises do find said demurrer well taken and sustain the same.

5160 O. M. Scott & Bro. }
vs }
E. B. Moore et al. }

This day this cause came on further to be heard, and the said E. B. Moore failing to answer or demur to plaintiffs petition and the said E. M. Witter not desiring a trial by Jury this cause is submitted to the Court upon the pleadings and evidence, and the Court being fully advised in the premises find that the said defendants E. B. Moore and E. M. Witter do owe the plaintiffs the sum of one hundred and fifty one and 90/100 Dollars ($151.90) as plaintiffs in their petition have alleged.

It is therefore considered and adjudged that the plaintiffs recover of said defendants said sum of $151.90 so as aforesaid found their due, together with their costs in this behalf expended taxed $

It is further agreed between the parties hereto that execution be delayed in this case until the first day of October 1887

Thereupon Court adjourned until tomorrow 9. o'clock a.m.

Saturday July 26th 1887

Court convened at 9 o'clock a.m. pursuant to adjournment.
Hon. John A. Price, Judge. The same officers present as heretofore.

5165 Peleg Cranston Admr &c. vs James S. Baldwin }

This day this cause came on to be heard upon the answer and cross-petition of Anna S. Halloran the defendant Jas S. Baldwin having failed to answer, demur, or otherwise object to said answer and cross-petition; On consideration whereof and the Court being fully advised in the premises finds that all the allegations of said answer and cross petition are true and that there is due to the defendant Anna S Halloran by reason of the notes and mortgage described in the said petition the sum of Twenty three hundred and two $^{25}/_{100}$ Dollars, interest being computed to the first day of this Term, and that said amount should draw interest from the 1st day of the present term @ 8%. 5132

It is therefore considered adjudged and decreed that unless the said James S. Baldwin pay or cause to be paid to said Anna S. Halloran within three days from this entry said sum of $2302.^{25} with interest thereon @ 8 per cent from the 1st day of this term, and to the Clerk of this Court the costs herein that an order issues to the Sheriff of Union County, O. commanding him to cause the said premises described in the answer and cross-petition of the said Anna S. Halloran, to be appraised, advertised and sold and that he bring the proceeds into Court to await further order. 5044

Court adjourned until next Tuesday at one o'clock P.M.

Thursday Mar. 1st 1887.

Court was adjourned by the Sheriff until tomorrow at 1 o'clock P.M.

Wednesday March 2nd 1887

Pursuant to adjournment Court convened at one o'clock P.M.
Hon. John A. Price Judge. The same officers present as heretofore.

5132 Alice A. White vs A. Temple et.al.

On motion it is ordered by the Court that the following issue be submitted and tried to a jury, to-wit= Is the paper writing produced and a copy of which is attached to the plaintiffs petition purporting to be the ~~last~~ will of John H. Bazzard, in fact the valid last will and Testament of the said John H. Bazzard deceased?

5044 Ann Fogarty vs George Schlegel

The jury in this action having on a former day of this term, rendered a verdict for the plaintiff and assessed her damages at four Hundred and eighty five Dollars, and no motion for a new trial having been made. It is therefore considered by the Court that the said Ann Fogarty recover from the said George Schlegel the said sum of $485.00 together with her costs herein expended for all of which execution is awarded.

Wednesday March 2nd 1887

5748 John F. Jarmer vs Samantha A. Fry et al Samuel G. Fry.

Now comes the plaintiff by his Attorneys and the defendants bring in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true and that said Samantha A. Fry, defendant, is indebted to plaintiff on the note set forth in plaintiffs petition in the sum of $285.08

It is therefore considered by the Court that said plaintiff recover from said defendant the said sum of $285.08 with interest thereon 6% from Feb. 21st 1887 and his costs herein expended, taxed at $-

The Court further find that in order to secure the payment of said note said defendants, Samantha A. Fry, and Samuel G. Fry, her husband, executed and delivered to one N.N. Day the mortgage deed in the petition described, and on the premises therein described; that said mortgage was duly recorded in Book 22. Pages 330 & 331 of the records of Mortgages of Union County, Ohio, and is the first and best lien on the premises described in the petition.

The Court further find that said plaintiff, John F. Jarmer is the legal owner and holder of said mortgage by assignment from said N.N. Day.

The Court further find that the condition of defeasance in said mortgage has been broken, and that the said plaintiff is thereby entitled to have said defendants equity of redemption foreclosed,

It is therefore considered and decreed that unless the said defendants shall within four days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs in this case, and to the plaintiff the sum of $285.08 with interest at 6% from Feb. 21st 1887, according to the terms of said mortgage deed, the defendants equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor, to the Sheriff of Union County, directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

5132

5132

5063 Laucia M. Dort vs Florilla D. Smith

This cause is settled by the parties as follows=
The pltff dismisses his case and is to pay the costs of the action excepting the costs of the deposition taken by the defendant in Kansas on the 21st of Feb. 1887 which costs are not to go into the judgment and the deft is to release the pltff from all liabilities to her as to rents for said property and she is to make no claim as to any rents that has been or that may be received by the pltff for the year that he rented the same or other time. No record. Costs will be paid at once by the plaintiff.

Thursday March 3rd 1887

Court convened pursuant to adjournment the same Officers present as heretofore with the Hon. John A. Price as Judge.

5132 Alice A. White Plaintiff
vs
A. Dimple et. al. Defendant

This day came the parties by their Attorneys, and this cause came on to be tried; and thereupon came a jury to wit- L. H. Hoddington, John B. Miller, Andrew Anderson, Charles Randall, Elias Kyle, N. P. Thompson, Wm. G. Snodgrass, W. R. Robinson, F. H. Southard, David Edwards, L. D. Mather and W. L. James who, being duly empanneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said Jurors, retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following to wit-

The State of Ohio Union County SS. Court of Com. Pleas. Feb. Term 1887 to wit- Mar. 3rd 1887.

Alice A. White Plaintiff)
5132 vs
A. Dimple et. al. Defendant)

We, the jury, on the issue joined, find that the paper writing here shown to us and admitted to probate, in the Probate Court of Union County, State of Ohio, purporting to be the last will and testament of John H. Bosart, deceased, is the valid last will and testament of the said John H. Bosart, deceased. David Edwards.
Foreman.

Friday March 4th 1887

9. O'clock A. M. Court convened pursuant to adjournment.
Present, The Hon. John A. Price Judge, and officers as heretofore.

5111 Margaret Hall et al. vs John B. Wells et al.

5744

This day this cause came on to be heard upon the return of the Sheriff and the report of the commissioners heretofore appointed herein, and on motion to confirm the same.
And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and said commissioners have made and returned their appraisement of said estate at six hundred Dollars, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And thereupon neither of the parties electing to take the said estate at its appraised value, on motion of the plaintiffs, it is ordered that said estate be sold at public auction, and that an order issue therefor to the Sheriff of Union County, Ohio, and said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Saturday March 5th 1887

9, O'clock A.M. Court convened pursuant to adjournment.
Hon. John A. Price Judge, same officers present as heretofore,

5744 Frank McClenagan vs Louisa McClenagan et. al.

This cause came on to be heard upon the petition of Frank McClenagan, the answer of Guardian of ad-litem of Frank Patterson, Tinsey Patterson, Jane Lyon, Charles Lyon, Frank Locke, William Locke, Jesse Locke, Harry Locke and Blanche Locke infant defendants, and the exhibits; on consideration whereof and it appearing to the satisfaction of the Court, that all the parties have had due notice of the pendency and demand of the said petition as required by law, and that the petition has a legal right and estate in the premises described in the petition, and as therein set forth, and no sufficient reason appearing why partition should not be made. It is ordered by the Court that by the oaths of S. D. Elliott, French Reynolds and J. S. Turner. three judicious disinterested freeholders of the vicinity, partition be made of said lands in the following manner, to-wit: as prayed for in said petition.
To Frank McClenagan one tenth (1/10)
" Louisa " " " "
" Jane Patterson, Litten Patterson, Lawson Patterson, Frank Patterson and Tinsey Patterson Together one tenth (1/10) To Frank Locke, William Locke Jesse Locke, Harry Locke, and Blanche Locke Together one tenth (1/10) To Douglas Stewart two tenths (2/10) To Ella Stewart two tenths (2/10) To Jane Lyon one tenth (1/10) To Charles Lyon one tenth (1/10), if the same can be done without manifest injury to the premises, and if in their opinion said division cannot be so made without manifest injury to the premises, then and in that case they return the true value in money of said premises, to this Court, and that a writ of partition issue to the Sheriff of this County, commanding him to cause partition to be made in accordance with this order.

Saturday March 5th 1887

5769 Geo. W. Holland vs W. Potts

This day came the plaintiff by S. S. Gardiner his atty and thereupon came P. R. Kerrone of the attorneys of record of this Court, who, by virtue of a warrant of Attorney duly recited, and now produced in open Court and duly proven, waived the issueing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition, the sum of $172,58

It is therefore considered that said plaintiff do recover of said defendant the said sum of $172,58 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum from Feb 21st 1887. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5173

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Monday March 7th 1887

9 o'clock a.m. Court convened pursuant to adjournment.
Present the Hon. John A. Price Judge, and the same Officers as heretofore.

5173 J. W. Robinson vs Adams Wolford et.al. }

This day came on this cause to be heard on the motion to confirm the sale made in this cause and the Court being fully advised in the premises do find the said sale and proceedings in all respects regular and lawful and therefore do confirm said sale and proceedings and order the Sheriff to execute to said purchaser a deed for said land in the petition described in fee simple conveying to him and his heirs all the title of all of said defendants therein and clear of all incumbrances. And the Court order out of the proceeds of said sale that the costs herein be paid and the taxes and assessments thereon now due be paid including the June payment 1887 and that the balance of said purchase money be paid plaintiff on his decree herein so far as rendered and found to be the first lien on said land, and that an award of execution be and the same is here made against said Adams Wolford and Harriet Wolford his wife for the balance of said decree due said J. W. Robinson amounting to $

6180 John A. Kaucher vs Eli Long, Joseph Long et.al. Abraham Long }

This day came the plaintiff by S. S. Gardiner Attorney, and thereupon came D. W. Ayers one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issueing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition the sum of $171.05

It is therefore considered that said plaintiff do recover of said defendants the said sum of $171.05 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 6 per centum per annum, and by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

739 The State of Ohio vs David Morgan } Indictment for Burglary and Petit Larceny.

This day came the Prosecuting Attorney on behalf of the State of Ohio and thereupon came the defendant in custody of the Sheriff and being arraigned upon said indictment for plea thereto saith he is not guilty and puts himself upon the country and the Prosecuting Attorney doth the like.

739 The State of Ohio vs David Morgan } Indictment for Burglary and Petit Larceny.

This day again came the Pros. Atty on behalf of the State and the deft being brought into Court in custody of the Sheriff; and it appearing to the Court that said defendant is immediate circumstances and unable to employ Counsel the Court at his request appoint N. T. Hooper Esq. as Counsel to defend him.

Monday Mar. 7th 1887

Charles M. Leeper
vs
6775 John W. Leeper et.al.

This day came on this cause to be heard upon the petition of plaintiff to quiet title, all the parties being in Court by legal notice and service of summons. The Court after hearing the testimony and being fully advised in the premises find that the plaintiff has but a life estate in the real estate in the petition described and that his children own the estate in remainder. It is therefore considered and ordered by the Court that the plaintiff pay the costs herein taxed to $- for which execution is awarded. Thereupon plaintiff gave notice of his intention to appeal this cause to the Circuit Court of Union County and the Court fix the amount of bond for appeal at $100. 5064 4150

Marion Hopkins, Sheriff &c.
vs.
5254 E. J. Bose & Jacob S. Bose

Court of Common Pleas, Union County Ohio
Judgment Entry
Case No. 5254.

Now comes the Plaintiff by his Attorneys, and the Defendants being in default for answer and demurrer, the Court find that the allegations of the Petition are confessed by them to be true, and that they are indebted to Plaintiff on the first note set forth in the first cause of Action of said Petition, in the sum of $242 32/100 with the interest thereon at 6% from February 21st 1887. It is therefore considered by the Court that the said Plaintiff recover from the said Defendants the said sum of $242 32/100 with interest thereon at 6% from February 21st 1887, and his costs herein expended taxed at $- The Court further find that in order to secure the payment of said notes in said petition set forth, said Defendants E. J. Bose and Jacob S Bose her husband executed and delivered to Plaintiff the mortgage deed in the petition described, and on the premises therein described; That said mortgage was duly recorded in Book Page of the Records of Mortgages of Union County Ohio; and is the first and best lien on the premises described in the petition. The Court further find that the conditions of defeasance in said mortgage has been broken, and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed. 4833 5108 5174

It is therefore considered and decreed that unless the said defendant shall within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs in this case, and to said plaintiff the sum of $243 32/100, with interest at 6% from the 21st day of February 1887 according to the terms of said Mortgage deed, the Defendants equity of redemption be foreclosed, that said premises be sold and that an order of sale shall issue therefor to the Sheriff of Union County, directing him to sell said premises as upon execution and bring the proceeds into Court for further order 5176

Tuesday March 8th 1887

Court convened at 9 o'clock A. M. pursuant to adjournment, the same officers being present as heretofore.

5064 Annie C. Warner vs William Land.

This day this cause is settled at the costs of the defendant plaintiff having a judgment for $5.00

It is therefore considered ordered and adjudged by the Court that the plaintiff recover of the defendant said sum of $5.00 debt and costs herein taxed to $.

No record.

4150 Peleg Cranston Admr & C. vs C. J. Monroe et. al.

This cause is dismissed by plaintiff at his own costs and without prejudice to a new action.

It is therefore considered and adjudged by the Court that the plaintiff pay the costs herein taxed to $-

4833 T. W. Dysert vs Joseph Cantwell et. al.

This cause is dismissed at plaintiffs costs and without prejudice to a new action.

It is therefore considered and adjudged by the Court that the plaintiff pay the costs herein taxed to $- and in default for ten days a execution issue therefor.

5108 Charles R. Hatton vs Julia E. Gabriel et. al.

By agreement the former order of reference is set aside.

5174 C. M. Kenton vs V. J. Case et. al.

This cause is dismissed at plaintiffs costs without prejudice to a new action. It is therefore considered and adjudged that the plaintiff pay the costs herein taxed to $-

5176 Emma Walters vs C & Walters

This cause is dismissed at defendants costs.

It is therefore considered and adjudged by the Court that the defendant pay the costs herein taxed to $ for which execution is awarded.

Wednesday March 9th 1887

Court convened at 9 o'clock A.M. pursuant to adjournment, the same officers being present as on yesterday. The Hon. John A. Price Judge.

4664 J.W. Robinson vs Thomas Martin et. al.

This day this cause came on for hearing on motion of the defendant The Farmers Bank to confirm the sale heretofore made herein, and on its producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.
And it is further ordered that the said Sheriff convey to the purchaser Andrew Nicholson, by deed in fee simple, the land and tenements so sold; and the said purchaser is hereby subrogated to all the rights of the said lien-holders, in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises, and the Court coming now to distribute the cash proceeds of said sale, amounting to Three Thousand four hundred and forty eight, and 00/100 Dollars, it is ordered that the said Sheriff out of the money in his hands, pay: 1st The costs herein taxed in the sum of $166.75 2nd The taxes due and unpaid on said premises, amounting to the sum of $57.02 3rd To the said Andrew Nicholson, assignee of the judgment and decree of said plaintiff James W. Robinson the amount of said judgment and interest amounting to the sum of $692.94 and 4th To the said defendant The Farmers Bank the amount heretofore found due it with interest amounting to $2501.87
And the remainder of said proceeds amounting to the sum of $29.47 to the said defendant Thomas Martin under his claim herein made for allowance in lieu of a homestead.

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Thursday March 10th 1887

Court convened at 9 o'clock A.M. pursuant to adjournment.
Present the Hon. John A. Price Judge and the same officers as heretofore.

5194 — Leyler Barlow & Co. vs Spencer G. McWade, Snyder Chaffee & Co. Intd.

Now comes the defendant Snyder Chaffee & Co. by their Attorneys and the defendant Spencer G. McWade bring in default for answer and demurrer to their cross-petition the Court find that the allegations of the cross-petition are confessed by him to be true, and find that the defendant Spencer G. McWade is indebted to the defendant Snyder Chaffee and Co. in the sum of $47.20 It is therefore considered by the Court that the said defendant Snyder Chaffee & Co. recover from the said defendant Spencer G. McWade the said sum of $47.20 and their costs herein expended taxed to $

4537

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5194 — Leyler Barlow & Co. vs Spencer G. McWade et al.

On motion and for reasons on file it is ordered by the Court that the sale of land heretofore made by the Sheriff in this case be and the same is set aside. It is also ordered for like reasons on file that the appraisement of said land be set aside and that a new appraisement and sale be made of said land according to law.

5205 — William H. Williams Rhoder Curry Williams and Rhoder Curry vs E. O. Huff, Jacob Scheirs and William Scheirs

This day came the parties & settled this cause between themselves as follows, the injunction to be perpetual. Deft Huff to take his Mill away and surrender the premises and take the loose lumber at the Mill & his machinery, but no logs or buildings or lumber belonging to them - each party to pay his own costs and no record. This not to apply to any logs at the mill.
It is therefore considered that each party pay his own costs in ten days taxed to $ and in default of payment that execution issue therefor.

739

5258 — N. H. Witter et al. Ex'rs &c. vs A. B. Witter et al. — On motion defendants were allowed 30 days from rising of Court to plead to plaintiffs' petition.

5242 — O. M. Scott & Bro vs John Baldwin — Leave to answer in 30 days

4537 John Carter vs John Harrison et.al.

This day this cause came on for hearing on motion of the defendants to dismiss this action at the costs of plaintiff for non compliance by said plaintiff with the former order of this Court requiring said plaintiff to secure the costs and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said motion.

It is therefore considered and adjudged by the Court that said action be dismissed and that said defendants recover of said plaintiff their costs herein expended taxed to $- and no record

739 State of Ohio vs David Morgan.

This day again came the Pros. Atty on behalf of the State and the deft being brot into Court in custody of the Sheriff and his counsel being present and desiring to withdraw his plea heretofore entered on said indictment for & heretofore now says he is guilty of petit Larceny which plea the Pros. Atty accepts and consents that a Nolle prosqui may be entered to said indictment as for Burglary which is accordingly done. Thereupon said defendant being asked if he had anything to say why sentence should not be pronounced against him and having nothing to say it is considered and adjudged by the Court that said defendant be imprisoned in the jail of said County for thirty days and pay a fine of $5.00 and costs of prosecution for all of which execution is awarded.

State of Ohio vs M. Y. Rogers } Indictment for Bigamy. This day came the Pros. Atty on behalf of the State of Ohio & the deft being brought into Court in custody of the Sheriff & being arraigned upon said indictment for plea thereto saith he is not guilty & puts himself upon the country & the Pros Atty doth the like, & the defendant appearing in indigent circumstances to the Court at his request appoints R. L. Woodbury Esq. as his counsel.

739 State of Ohio vs David Morgan

C, W. T. Harper Esq. heretofore appointed counsel for defendant is allowed and ordered to be paid the sum of Twenty Dollars for his services herein.

State of Ohio vs William Evans } Indictment for disarranging & removing car fastenings.

This day came the Pros. atty on behalf of the State of Ohio and the deft being brought into Court in custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is not guilty and puts himself upon the Country & the Pros. atty doth the like.

March 10th 1887

5230 Anna B. Southard
Geo. N. Southher husband
vs
Peter Jolliff. Jacob Jolliff
Lucy Bosh wife of Thomas Bosh
Mary Fields. Joseph Fields
and Jesse Jolliff Defts.

Now comes the parties by their attorneys and thereupon this cause came on to be heard upon the petition of the plaintiff and the Court find that the defendants have had due legal notice of the pendency and demand of this action and that they are in default for answer or demurrer and that the said petition is hereby confessed by them to be true. Thereupon the Court find that the plaintiff Anna B. South is seized of and has a legal right to the undivided one fourth part of the parcel of land in the petition designated as Lot 1 of (25½) twenty five and one half acres and that she is entitled to have partition made of said premises and that the defendants Mary Fields, Lucy Bosh and Peter Jolliff are tenants in common with said plaintiff in the premises in the following proportions to wit= The said Mary Fields is seized of and has a legal right to an undivided fourth part thereof and Lucy Bosh and Peter Jolliff are each seized of and have a legal right to one undivided one fourth part thereof and no reason appearing why partition should not be made. It is therefore ordered adjudged and decreed by the Court that partition of said estate be made and that an order issue to the Sheriff of Union County commanding him that by the oaths of James A. Henderson, John F. Moore and Geo. N. Court three judicious and disinterested freeholders of the vicinity (who are not of kin to either party) and who are hereby appointed commissioners for that purpose, he cause to be set off divided to the said plaintiff and to each of said defendants the part and proportion of said estate as they are herein before severally found entitled and it is further ordered that if in the opinion of the said commissioners said premises cannot be divided by metes and bounds without injury to the value thereof that they appraise the same and of his proceedings herein the said Sheriff is ordered to make due returns without unnecessary delay.

The Court further find that the said Anna B. South is seized of and has a legal right to the one full undivided one sixth part of the real estate described in said petition as sixteen acres and is entitled to have partition thereof and that the defendants are tenants in common with the plaintiff in said premises in the following proportions to wit: The said Mary Fields is seized of and has a legal right to one undivided one sixth part of said last named tract of land, Lucy Bosh is entitled to a like one sixth part thereof. Peter Jolliff to one sixth part thereof, Jacob Jolliff to one sixth part thereof and Jesse Jolliff to one sixth part thereof and no reason appearing why partition should not be made. It is therefore ordered adjudged and decreed that partition of said estate be made and that an order issue to the Sheriff of said County of Union commanding him that by the oaths of James A. Henderson, John F. Moore and George N. Court three judicious disinterested freeholders of the vicinity not of kin to either party and who are hereby appointed commissioners for that purpose he cause to be set off and divided to said plaintiff and to each of the defendants the part and proportion to which they are herein before severally found entitled.
And it is ordered that if in the opinion of the said Comrs said premises cannot be divided by metes and bounds without injury to the value thereof that they appraise the same and of his proceedings herein the said Sheriff is ordered to make due returns without unnecessary delay.

Thereupon Court adjourned until tomorrow at 9 o'clock A. M.

5187

5744

Friday March 11th A.D. 1887

9 o'clock A.M. Court convenes pursuant to adjournment, Hon. John A. Price Judge and the same officers as heretofore, being present,

5187 F. S. Hagen vs John G. Wilson, D. D. Wilson and Maggie Martin

This day came the plaintiff by his attorney and the defendants, though duly served with summons and bring in default for answer and demurrer the Court find the allegations of the petition are confessed by them to be true and that they are indebted to the plaintiff in the sum of $162.00 It is therefore considered by the Court that said plaintiff recover of said defendants the said sum of $162.00 with 6% int. from Feb. 21, 1887 and his costs taxed to $-

5744 Frank McClenagan vs Louisa McClenagan et al.

This cause coming on to be heard on the motion of the Sheriff, and the report of the Commissioners heretofore appointed, and on the motion to confirm the same, it appearing to the Court that said premises cannot be divided by metes and bounds without manifest injury to the value thereof, and that the Commissioners have appraised said premises (not being subject to dower) at $1,000 the Court find the said return and proceedings in all respects in conformity to law and the orders of this Court and do approve and confirm the same. And thereupon neither of the parties electing to take said premises at their appraised value it is on motion of plaintiff ordered that said premises be sold at public auction at the door of the Court House in Maysville on the terms of one third cash balance in equal payments in one and two years, bearing six per cent interest, and secured by a mortgage on the premises, and that said Sheriff return his proceedings to this Court without delay.

Friday March 11th 1887

5179 The Home Building and Loan Association Co. of Marysville Ohio vs J. B. Cole et al.

This cause now coming on for hearing on the petition and the raidenn the Court find that the defendant J. B. Cole has been duly served with summons in this case and that he is in default for answer and demurrer and that the allegations of the petition are thereby confessed by him to be true. The Court further find that the defendant J. B. Cole has failed to pay to the plaintiff the monthly installment of dues interest and premiums as in the petition set forth and that there is due to said plaintiff to the date of this decree the sum of $79[illegible] as premiums, the sum of $56[illegible] as interest and the sum of $16[illegible] as fines making in all the sum of $[illegible] The Court further find that in order to secure the regular payment of said dues and other installments as are or shall hereinafter become due the said J. B. Cole and Mary Cole his wife executed and delivered to the plaintiff their two certain mortgages in the petition described and on the premises therein described; that said Mortgages described in the second cause of action in said petition was on the 13th day of January 1883 at 2. o'clock P.M. duly left for record with the recorder of said County and recorded in Vol. 18 pages 566 of his mortgage records and the said Mortgages described in the fourth Cause of action in their petition was on the 19th day of March 1883 at 12. o'clock M. duly left for record with the Recorder of said County and was recorded by him in Vol. 18, page 618 of his mortgage records, and that the same are good and valid liens on the premises described in the petition.

It is therefore considered by the Court that unless the said J. B. Cole defendant shall within one day from the entry hereof pay or cause to be paid to the said plaintiff the said sum of $2[illegible] so found due and to the Clerk of this Court the costs taxed herein at $ the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and return his proceedings to this Court for further order.

This judgment and order in this action having been taken at the Oct. Term 1886 of this Court and not entered on the journal, it is considered ordered and adjudged by the Court that the same be entered upon the journal as a nunc pro tunc order and judgment.

5257 A. E. Witsel et al vs Rachel Huffman et al. Leave to answer in 30 days

Thereupon Court adjourned until Friday April 1st 1887 at one o'clock P.M.

April 1st A. D. 1887.

Court convened at one o'clock P. M. pursuant to adjournment, /
Hon. John A. Price Judge, Presiding. M. Hopkins, Sheriff.
J. L. Burgner, Clerk.

Attest.

Above Said Executor of the last Will
and testament of Presley Said Deceased
4320 against
John A. Stewart, David Shuler and
Edward Robinson Defendants

This day this cause came on to be heard upon the demurrer of John A. Stewart one of the defendants to the third amended petition in this case (being the last amended petition filed by plaintiff in this case) and was argued by counsel. On consideration whereof the Court doth sustain said demurrer; and this cause was also further heard on the demurrer of Edward Robinson, one of said defendants, to said amended petition and was argued by counsel on consideration whereof the Court doth sustain said demurrers and each of them. the plaintiff did by his counsel then except.

And thereupon the plaintiff being in default for further pleading and not demanding or desiring to further plead, it is considered by the Court that the said defendants and each of them go hence without day. and that the defendants recover of the plaintiff - to be levied of the assets of said estate of Presley Said Deceased in his hands - the costs of this case taxed to $ - to which judgment the plaintiff did by his counsel except.

The Court this day allows and orders paid to D. F. McKittrick the following bill, viz:
C. C. For furnishing Sheriff & 12 jurymen supper March 10th 1887 @ 35 cts each 4.35-
" " " " " Breakfast " 11th " " " " 4.35
" " " " " Dinner " " " " " " 4.35
Total = $13.65

Certified to be correct by Sheriff.
Attest. J. L. Burgner, Clerk.

The Court this day allowed and ordered paid to M. Hopkins Sheriff the following bill, viz:
C. C. For serving 11 Grand Jury witnesses 1.10
" making 12 copies of subpoenas 1.12
" & 18 Miles travel @ 8 cts 33.44
" serving Grand Jurors 4.00
" " Petit " 4.50
" attendance in Court 17 days @ $2.00 34.00
" " " " " " " " By A. H. Swallow Dep'y 34.00
$112.74

Certified to be correct by Sheriff.
Attest. J. L. Burgner, Clerk.

5272 E. M. Witter vs A. B. Witter — Leave to answer by April 15th

5273 John Day Guardian &c vs Wright Harriman et al — Leave to file answer in 30 days

April 1st 1887

5274 James K. Johnson vs William Johnson et al.

This day came the plaintiff by his Attorneys and thereupon this cause came on to be heard upon the petition and evidence and was argued by counsel and submitted. On consideration whereof the Court being fully advised in the premises do find that due and legal notice has been given to each of the said defendants and that all the defendants are in default for demurrer or answer to the petition the Court further finds that the facts stated in said petition are true and that the plaintiff has a legal right to and is seized in fee simple of two (2/9) Ninths parts of said premises and the Court do further find that the said William Johnson, Elizabeth Leonard, Mary J. Snyder, Alfred Johnson, Kate Johnson, Sarah M. Johnson and Nancy J. Willis are tenants in common in said premises with the plaintiff each of said defendants being seized of one ninth part thereof in fee. It is therefore ordered that a writ of partition issue to the Sheriff of said County of Union commanding him that by the oaths of William Goff, P. J. Wyeth and George W. Brennan partition be made of said lands in the following proportions to wit: To the plaintiff two ninths (2/9) thereof and to each of the defendants herein named 1/9 part thereof and it is further ordered that the Sheriff return his proceedings in the premises forthwith.

5274 James K. Johnson vs William Johnson et al.

Motion to the Court by Cameron and Washburn counsel for the plaintiff and upon producing the return of the Sheriff and the report of said Commissioners heretofore appointed and the same having been examined by the Court here and found in all respects correct and in conformity to Law it is ordered that said proceedings and report be and the same is hereby approved and confirmed and thereupon neither of said parties electing to take the said premises at the said valuation it is ordered that the premises be sold at Public Sale by the Sheriff of said County of Union according to law and that he return his doings in the premises to the next term of this Court to which time this action is continued.

5273 John Day Guardian of Walter Shafer vs Wright Harriman et al, Ordwell S. Robertson

This day came the defendants by their Attorneys and moved the Court for leave to file an answer in the above case within thirty days from this date and thereupon the Court being fully advised in the premises do grant such leave and this cause is continued.

5113 W. G. Ed L. W. McAllister Admrs of R. P. McAllister Deceased vs The New York Lake Erie & Western Rail Road Company

On motion of Plaintiffs it is ordered that they have leave to amend their petition herein by the 15th day of this month April 1887 and this cause is continued and questions as to costs reserved.

April 1st A.D. 1887

Anna B. South Adm'x
Geo. W. South
5235 vs
Peter Jalliff et. al.

On Motion to the Court by P. B. Cole and Saw counsel for the petitioners, and upon proceedings of the Sheriff and the report and proceedings of the Commissioners hereinbefore appointed, and the same being examined it is ordered that said proceedings and report be, and the same are hereby approved and confirmed; and thereupon neither of the parties electing to take said estate at the appraised valuation thereof as appraised and returned by said Commissioners; On motion of the petitioners it is ordered that said estate be sold at Public Auction by the Sheriff of said County of Union according to the statute in such case made and provided.

Emma E. Land
5268 vs
R. H. White

Now comes the plaintiff by her Attorney and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true and also find that the defendant R. H. White is indebted to the plaintiff Emma E. Land in the sum of $454.00 It is therefore considered by the Court that the said plaintiff Emma E. Land recover of the defendant R. H. White the said sum of $454.00 and interest thereon at 7% from the date of this Judgment and her costs herein expended taxed at $

C. E. Walters
5267 vs
Andrew Schmelzer Sr.

This day came the plaintiff by his Attorney and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true and that the deft Andrew Schmelzer Senior is indebted to the plaintiff in the sum of $107.20

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $107.20 and interest at eight per cent from this date and his costs herein expended taxed at $

The State of Connecticut
5175 vs
R. H. White

On motion leave is granted to file Answer and Cross-petitions for Emma E. Land and Cameron and Woodbury also for Robinson and Piper in 9 days.

The Home Building and Loan Assoc.
5181 vs
J. W. Cartwell et. al.

This cause is dismissed at Defts costs. It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant his costs herein taxed $ -

April 1st A.D. 1887.

4821 William H. Hickman Exr &c. vs William Kightlinger et. al. } Equity

5276

On motion of the defendant The Home Building and Loan Association Company and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on full examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser N. B. Robinson by deed according to law the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage to the Home Building and Loan Association Company herein sued on to be entered on the records thereof in the Office of the Recorder of Union County.

And the Court coming now to distribute the proceeds of said sale amounting to $875.— it is ordered that the Sheriff out of the money in his hands pay,

First. To the Treasurer of this County the taxes penalty and interest against said property, to-wit= the sum of $70.97

Second. The costs of this action taxed at $48.30/100

Third. To the defendant The Home Building and Loan Association Co. the balance of the money remaining in his hands, to-wit $756.73

5265 Levi Kilbury et al vs E. J. Bose & Jacob Bose } Equity

5092

Now comes the plaintiff by Cameron & Woodburn its attorneys and the said defendants being in default for demurrer or answer this cause was by the plaintiff submitted to the court upon the petition and Evidence, On consideration the court being fully advised in the premises do find that there is due to said plaintiffs from the defendants on account of the material furnished and labor performed as set forth in the petition including interest to Feb 21st 1887 the sum of $123.83. and that the same is a lien on the premises described in the petition by reason of the Mechanics lien therein described, and that said plaintiffs is entitled to have the said lien enforced,

It is therefore considered that the plaintiffs Kilbury Brothers recover from the defendants E. J. Bose and Jacob S. Bose the sum of $123.83 together with its costs herein expended. And that unless the said judgment is paid within five days from the entry hereof, then an order may issue to the Sheriff of Union County Ohio commanding him to sell said premises as upon execution and of his proceedings in the premises to make due return to this court;

5276 Thomas W. Bridge
vs
Geo W. Merritt Et al

This day came the said Thomas W. Bridge a/k/a M. C. Bridge by Cameron and Woodburn and the said George W. Merritt a/k/a Susan A. Merritt still failing to demurr or answer to the petition of said Thomas W. Bridge or the cross petition of said M. C. Bridge this case was submitted to the court upon the petition of said Thomas W. Bridge and the cross petition of the said M. C. Bridge together with the exhibits and evidence.

On consideration whereof, the court being fully advised in the premises do find that the facts stated in said petition and cross petition are true as therein stated, and that there is due to the plaintiff from the said George W. Merritt upon the note set forth in the petition including interest to the first day of this term of court the sum of Two hundred Twenty five & 56/100 dollars.

The court further find that in order to secure the payment of said note the defendants George W. Merritt and his wife Susan A. Merritt executed and delivered to said plaintiff (and M. C. Bridge) their certain mortgage as in the petition described, that said mortgage was duly recorded in Book 19 Page 104 of the records of Mortgages of Union County and is the first and best lien on the premises described in the petition.

The court further find that the defendant George W. Merritt executed to the defendant M. C. Bridge the notes in her cross petition described and that her notes are secured by the mortgage in the petition set forth, and that upon the first note described in said cross petition there is due to the said M. C. Bridge from said George W. Merritt including interest to the first day of this term of court the sum of $669.26, and that the other note in said cross petition will be due the first day of June next, which note is unpaid.

It is therefore considered and adjudged that unless said defendant George W. Merritt shall within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs in this case and to the plaintiff and to the defendant M. C. Bridge the sums so found due them as aforesaid with interest from the 1st day of this term of court, according to the liens of said mortgage said the defendants George W. Merritt and Susan A. Merritts equity of redemption be foreclosed and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order, and as to the note not due this cause is continued.

Augustus Pratt

5092 vs

C. A. White, W. F. White & John D. Burgner

Whereas at the May A. D. 1886 Term of this Court judgment was rendered in the above case against C. A. White and W. F. White as principal debtors and John D. Burgner as guarantor and said judgment should have been against W. F. White as surety on the note sued herein, the Court now on motion for a nunc-pro-tunc order herein proceeds to render said judgment as it should have been rendered.

It is therefor considered by the Court that said plaintiff recover of said defendants said sum of $201.30 with six per cent interest thereon from may 24th 1886 and his costs herein expended taxed to $ for all of which execution is awarded.

And it being made to appear to the Court that the defendant W. F. White is liable as surety and the said John D. Burgner is liable as guarantor upon the promissory note upon which this action is founded it is hereby certified that said defendant C. A. White is principal debtor, that the said defendant W. F. White is surety and the said defendant John D. Burgner is guarantor in the above judgment.

April 1st 1887

5178 The Peoples Bank vs Edward Higgins et al

On motion of the plaintiff and on his producing the return of the Sheriff of a Sale made by him under the former order of this Court, and the Court on careful Examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this court, It is ordered that the said proceedings and Sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser b S. Chapman by deed in fee simple the lands and tenements so sold, and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court comming now to distribute the proceeds of said Sale amounting to $170.00 It is ordered that the Sheriff out of the money in his hands pay,

First. The cost of this action taxed to $77.33.

Second, To the Treasurer this County the taxes on said premis $5.35.

Third, To the plaintiff the balance of said proceeds of the Sale to-wit; $107.42 to be applied as a credit upon the Amount found due it.

And there Still remaining due to the said Peoples Bank the Sum of $ 94.58 it is considered that it recover the same from the said Rachel Higgins and Edward Higgins as principal and of said Joseph Price as indorser and Surety and Execution is awarded therefor.

5234 on mortgages

5292 Eliza Evans vs Thomas Evans April 19th 1887 In Vacation

On Motion and application of Eliza Evans plaintiff herein by her attorneys, notice having been given to the defendant; and good cause having been Shown, it is hereby ordered that She be allowed the Sum of one hundred dollars for support and Maintainance and the expenses and fees of her counsel during the continuance of this action. It is therefore ordered that the said Thomas Evans pay to the said Eliza Evans or her attorneys Cameron & Woodburn the Sum of One Hundred dollars ($100.00) immediately and in default of such payment for three days, Execution is allowed to issue therefor.

5295 Jennie E. Fisher vs Jacob M. Fisher April 19th 1887 In Vacation.

On Motion of Jennie E Fisher by Cameron & Woodburn her attorneys due notice having been given to the defendant and good cause having been Shown it is ordered that the said Jennie E Fisher be and She is hereby allowed as her alimony pending the within Suit the Sum of Sixty dollars payable as follows. Thirty dollars April 29th 1887 and $30.00 payable May 25th 1887. It is therefore ordered that said Jacob M Fisher pay to the said Jennie E. Fisher or to her attorneys Cameron and Woodburn said Sums of $30. April 29th 1887 and $30." May 25th 1887 and in default of Such payments or Either of them Execution is allowed to issue therefor

The Union Central Life Insurance Co }
5234 vs }
Henry N. Omrine et al }

This day this cause come on for hearing on motion of plaintiff to confirm the sale heretofore made herein, and on its producing the return of the Sheriff of the said sale and being satisfied that the same has been had in all respects in conformity to law and the order it is therefore considered, ordered and adjudged that said sale be and the same is hereby confirmed, and the said Sheriff is ordered to convey the premises described in said order of sale and in plaintiffs petition herein to the purchaser thereof James H. Rooney and Alf Scott. The court further find that said premises were sold for the sum of $ 3049.50. That the costs herein amount to the sum of $ Excluding the poundage claimed by said Sheriff. The plaintiffs claim on mortgage to $ 3454.81 and the claim of said Rooney & Scott as partners to the sum of $ 115.67 and that prior to said sale of said premises said Rooney and Scott had assumed the payment of plaintiffs said claim. It is therefore further considered ordered and adjudged by the court that said purchasers Rooney and Scott pay to the Sheriff the said sum of $ being the costs herein and that said Sheriff be relieved from receiving or in any way accounting for the remainder of said purchase money. It is further that ordered that as to all questions of the real purchasers and the question of the poundage of the said Sheriff this cause is continued.

Lewis Norvell Guardian &c }
vs }
Ross Townsend et al }

This day this cause came on for hearing on the petition and evidence, and the defendants being in default for answer or demurrer thereto, the court find the allegations of said petition are confessed by them to be true, The court further find that since the filing of the said petition, to-wit- On the 19th day of March A.D. 1887 said Ross Townsend paid to said plaintiff the sum of Eighty Dollars, leaving a balance due plaintiff as guardian of Myra Sharp in the sum of One Hundred and forty four 23/100 dollars, on which sum interest is payable from this date at the rate of Eight per cent per annum

The court further find that said defendant Lewis Norvell was surety merely for said defendant Ross Townsend and Henriette Townsend on said note set forth in said petition,

It is therefore considered by the court that said plaintiff as Guardian aforesaid recover from said defendants Ross Townsend and Henriette Townsend as principals and Lewis Norvell as surety said sum of One Hundred & Forty four 23/100 Dollars with Int at 8% thereon from April 1st 1887 and Execution is awarded therefor

April 1st 1887

5251 | F. J. Sager vs Harrison Wood et al | This cause came on for hearing was submitted to the court upon the pleadings and evidence, on consideration whereof the court find that there is due to plaintiff from Harrison Wood & Emma Wood on the notes set forth in the petition with interest to the first day of this term the sum of six hundred and ninety five dollars. The court further find that in order to secure the payment of said notes, Harrison Wood & Emma Wood his wife executed and delivered to F. J. Sager, Nathan Howard & Uriah Cahill their certain Mortgage as in the petition described & on the premises therein described, that said Mortgage was duly recorded in book 21 page 309 of the Record of Mortgages of Union County Ohio, and that the said Howard and Cahill have released and transfered all their right, title & interest in said mortgage and notes to the said plaintiff herein. It is therefore considered and adjudged that unless the said Harrison Wood and Emma Wood shall within five days from the entry hereof pay or cause to be paid to the Clerk of this court the costs of this action and to the plaintiff herein the sum so found due as aforesaid with interest thereon from the 10th day of March 1887. The defendants Equity of redemption be foreclosed and said premises shall be sold and an order of sale issue to Sheriff of Union County therefor, directing him to sell said premises as upon execution and bring the proceeds into court for further order.

5146

5140 | Joseph Russell vs Geo. Coder et al. | This day this cause came on to be heard upon the petition of the plaintiff and the evidence, the defendants George Coder & Elizabeth Coder though duly served with summons herein having failed to answer, demur or otherwise object to plaintiffs petition but made default. On consideration whereof and the Court being fully advised in the premises find that all the allegations of the said petition are true; that there is due to the plaintiff from the defendant George Coder upon and by reason of the note and mortgage described in the petition, interest being computed to the first day of the present term the sum of $1206.79 and that said judgment bear interest at the rate of eight per cent. It is therefore considered and adjudged by the Court that unless the defendant Geo. Coder pay to the plaintiff the sum of $1206.79 with eight per cent interest thereon from the first day of the present term and to the Clerk of this Court the costs herein within 5 days from the entry hereof, that an order issue to the Sheriff of Union County, Ohio, commanding him to cause the said premises to be appraised advertised and sold according to law, and that he bring the proceeds into Court to await further order.

April 1st 1887

5246 Mathew Lingrell
vs
Jennie L. Davis
Geo. D. Davis and M. Y. Rodgers

Now comes the plaintiff herein, and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true. The Court further find that the defendants Jennie L. Davis and George Davis executed and delivered to Jennie Crowley the Mortgage in the petition described and on the premises therein described; that said Mortgage and notes were duly assigned by said Jennie Crowley to the plaintiff herein Mathew Lingrell; that said Mortgage was duly recorded in Book 22 page 345 of the records of Mortgages of Union County, Ohio, and is the first and best lien on the premises described in the petition: The Court further find that the condition of defeasance in said Mortgage has been broken, and that said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless the said defendants shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to said plaintiff the sum of $ with interest at 6% from the day of 1887 according to the terms of said Mortgage deed the defendants equity of redemption be foreclosed and said premises shall be sold and an Order of Sale shall issue therefor to the Sheriff of Union County directing him to said premises as upon execution and bring the proceeds into court for further order.

It is ordered that all causes herein pending and not otherwise disposed of be and they are hereby continued. Thereupon Court adjourned without day.

Attest: John D. Bumgner.
Clerk.

May 13th 1887. In Vacation.

William Land. Deft in Error.
vs
Henry Land. Deft in Error.

No 228

Before the Hon. John B. Coats,
Probate Judge of Union County, Ohio.
May 13th 1887. Application for leave
to file a petition in error.

This day this cause came on for hearing before me on the application of William Land for leave to file a petition in error in the Court of Common Pleas of Union County, Ohio, to reverse a judgment rendered on the 7th day of May A. D. 1887, by J. P. McDowell a Justice of the Peace for Jerome Township, Union County, Ohio, in a certain action of forcible entry and detention then pending before him wherein the said Henry Land was plaintiff and the said William Land was defendant, and the same coming on to be heard by counsel and submitted to me, On consideration whereof I find that the Judge of the said Court of Common Pleas of Union County Ohio is not a resident from said County of Union aforesaid, and that from the issue joined between the parties above stated the said plaintiff in error is entitled to the relief asked. It is therefore considered ordered and adjudged that on the said plaintiff in error filing in said Court of Common Pleas of Union County, Ohio, a bond as required by the statute in the penal sum of Two hundred Dollars, the said plaintiff in error have leave to file his petition in error in said Court, and said Clerk is hereby directed to cause a certificate thereof to be sent to J. P. McDowell Justice of the Peace aforesaid notifying him of the filing of said petition and bond, and directing him to order the constable of his said Township to return to said plaintiff in error the possession of said premises from which he was ousted by the writ of restitution issued on said judgment if any have been issued thereon.

John B. Coats, Probate Judge.

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The State of Ohio,
Union County, S.S.

This separate session of the Court of Common Pleas of the Tenth Judicial District of the State of Ohio within and for the County of Union for the Term of May in the year of our Lord One Thousand Eight Hundred and Eighty Seven in the Court House in the Town of Marysville, County and State aforesaid, was begun on the 16th day of May in the year aforesaid,

Present:- Hon. John A. Price Judge of the Court of Common Pleas of the Tenth Judicial District of the State of Ohio.

Marion Hopkins Sheriff of Union County Ohio, N.K. Goodwin Deputy,

Attest: John L. Bonyner, Clerk of the Court of Com. Pleas Union Co. Ohio.

The Venire Facias for a Grand Jury heretofore issued returnable this day at o'clock A. M, was duly returned by said Sheriff with his endorsements thereon as follows, to-wit:

The State of Ohio, Union County S.S. Sheriffs Office May 16th 1887.

On the 15th day of April A.D. 1887 I received this venire and served the same on the several persons therein named at the times and in the manner placed opposite their names endorsed hereon as follows:

Names.	When served.	How served.
John Anderson	Not found	
Robert Robinson	April 18th 1887	By Copy
Jerome Davis	" " "	" "
J. C. Martin	" " "	" "
R. H. Wallace	" " "	" "
Charles Stults	" " "	" "
Albert Burnham	" " "	" "
Christian Fish	" " "	" "
J. P. Martin	" " "	" "
Ezra Fallman	" " "	" "
Andrew Brown	" " "	" "
Charles McElroy	" " "	" "
J. P. Kritline	" " "	" "
Saml McAdow	" " "	" "
Emanuel Jarvis	" " "	" "

M. Hopkins Sheriff. Union County, Ohio.

And upon calling the same in open Court the panel was found incomplete, thereupon the Sheriff summoned James A. Henderson and Sylvanus Taylor as talesmen to complete the same and the panel being full the Court appointed Jerome Davis Foreman of the Grand Jury and he with his fellow Jurors took the oath in manner and form prescribed by law

The following named persons compose the Grand Jury; Robert Robinson, J. C. Martin, R. H. Wallace, Charles Stults, Christian Fish, J. P. Martin, Ezra Fallman, Andrew Brown, Charles McElroy, J. P. Kritline, Saml McAdow, Emanuel Jarvis, Jas. A. Henderson, Sylvanus Taylor, Jerome Davis Foreman.

5326 Joseph Comer. }
1/2 }
E. W. Argo. }

This day came the plaintiff by S. S. Gardiner his attorney, and thereupon came D. W. Myers one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $693,81/100

It is therefore considered that said plaintiff do recover of said defendant the said sum of $693,81 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum only, And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

R. L. Woodburn Admr of the estate of }
R. L. Broome Deceased }

5224 1/2 }
Robert Snodgrass }

Now came on this cause to be heard and the Court being satisfied that due notice has been given to the defendant and that the allegations of the petition are true do find for the plaintiff against the defendant Robert Snodgrass and that there is due the plaintiff as said Administrator from said defendant the sum of Six hundred and thirty two 92/100 Dollars at 8% interest as claimed in his petition.

It is therefore considered ordered and adjudged by the Court that plaintiff recover of the defendant Robert Snodgrass said sum of Six Hundred and thirty two and 92/100 Dollars with eight per cent interest from the first day of this term of this Court. And the Court find that the writ of Attachment properly issued in the case but there being some dispute as to what interest said Robert Snodgrass has in the real estate attached and whether Silas Snodgrass owns any part of the said interest of said Robert Snodgrass and therefore on motion of Silas Snodgrass he is allowed to become a party and file his answer setting up any interest he may claim in said property within ten days (said that the entry of the above shall in no way prejudice or effect the rights of Silas Snodgrass) by which time this cause is passed for further order,

Peley Cranston Admr &c, }
1/2 }
5165 J. S. Baldwin et. al }

This day this day this cause came on to be heard upon the answer and cross-petition of Albert H. Sherman and David Mulford and the evidence; On consideration whereof and the Court being fully advised in the premises finds there is due thereon the sum of $451,43 interest being computed to the first day of this term,

May 16th A.D. 1887.

5103

5723 Joseph W. Cartmell &
Wm L. Cartmell Ex's of the will of
Samuel M. Cartmell Deceased
vs
Robert Snadgrass

This day came the plaintiff and made proof of due notice of the pendency of this cause on the defendant and the Court being fully satisfied in the premises do find for the plaintiff against the defendant Robert Snadgrass and that there is due plaintiff from said defendant as alleged in said petition the sum of $178.72

It is therefore considered ordered and adjudged by the Court that plaintiff recover of said defendant said sum of One hundred and seventy eight 72/100 Dollars with interest from the first day of this term of this Court. And the Court find that the writ of attachment issued properly in this case but there being some dispute as to what interest said Robert Snadgrass has in the real estate attached and whether Silas Snadgrass owns any interest in said Robert Snadgrass share of said land attached, Therefore on motion of said Silas Snadgrass he is allowed to become a party and file his answer setting up any interest he may claim in said property within ten days (and that the entry of the order shall in no way prejudice or affect the rights of Silas Snadgrass) to which time this cause is passed for further orders.

5026

5165 Peley Cranston Admr &c,
vs
J. S. Baldwin et, al

This day on motion to the Court, by the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on a full examination of the proceedings of the said Sheriff, being satisfied that the same have been made in all respects in conformity to law and the orders of this Court, it is ordered that said proceedings and sales, and the same are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Thomas B. Fulton by deed according to Law, the property so sold; and the said purchaser is hereby subrogated to all the right of the said lien holders, in said premises so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

5028

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the records thereof, in the office of the Recorder of Union County, Ohio. And the Court coming now to distribute the proceeds of said sale amounting to $3392.00 it is ordered that the Sheriff out of the money in his hands pay,

5145

5150

First. To the Treasurer of this County the taxes amounting to the sum of $90.10

Second; The cost of this action taxed at $61.00

Third ly: To the plaintiff the sum herein found due him with int. to-wit = $2780.00

5204

Fourthly; The balance $1.861.47 to the defendant Anna M. Hallaran to apply on the amount found due her on her note & mortgage.

5247

T. Fahey
5103 vs
L. J. Taylor et. al.

Now comes the plaintiff by his Attorney and the defendant Levi Roseberry being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true - and that he is indebted to the plaintiff as indorser on said note in the sum of $513.00

It is therefore considered by the Court that the plaintiff recover of the defendant Levi Roseberry the said sum of $513.00 and his costs herein expended,

W. W. Hill Assignee &c.
5025 vs
W. Murphy et. al.

Now comes the plaintiff herein and the defendant Wm Murphy being in default for answer and demurrer. the Court find that the allegations of the petition are confessed by him to be true, and that there is due to said plaintiff from the defendant Wm Murphy on account of the materials furnished as set forth in the petition the sum of $229.00 and that the same is a lien on the premises described in the petition by reason of the mechanics lien therein described and recorded in Book No. 2. page 283 of the lien records of Union County, Ohio. and that said plaintiff is entitled to have the said lien enforced.

It is therefore considered that the plaintiff W. W. Hill Assignee of S. M. and A. J. Beake recover from the defendant William Murphy the said sum of $229.00 together with his costs herein expended and that unless the said Judgment is paid within four days from the entry hereof then an order May issue to the Sheriff of Union County Ohio. commanding him to sell said premises as upon execution and of his proceedings in the premises to make due return to this Court and as to all questions of priority of liens and as to the several amounts due to the other defendants to this suit the cause is continued.

Jno. Schaby
5028 vs
Henry Lamb
O. P. Knox
5145 vs
Peter Hill
Leave to file petition instanter.

Mary Davis
5150 vs
C. W. Burgoon
Leave to file answer instanter.

B. A. Studwith
5207 vs
L. F. McElroy
Leave to file petition and cause filed

O. M. Scott & Bro.
5242 vs
John Baldwin
Leave to file answer instanter.

Monday May 16th 1887

5257	McCune Lonnie & Griswold vs D. W. Ayers	Plaintiff required to give security for costs during this week.
5293	Carson and Fox vs S. H. Garwood et.al	Leave to file petition and same filed.
5256	Woodstock Bank vs Bruce Robinson et.al	Plaintiff required to give security for costs during this week.
5293	H. K. Witter et.al vs A B. Witter et.al	Leave to file answer and same filed.
5273	John Day Guardian &c, vs Wingert Horriman et.al	Leave to file answer in ten days.
5282	W. H. Crary Trea &c, vs Geo. W. Bacon	Leave to answer in ten days.
5283	State, for use of Union County vs J. J. Turner et.al	Leave to answer in ten days.
5287	Nate L. Moffitt vs Lewis Stiggers	Leave to file amended answer this week.
5295	Jennie E. Fisher vs Jacob M. Fisher	Leave to file answer & cross-petition this week.
5301	Thomas H. Prestan vs David Mudford	Leave to answer in 10 days

Thereupon Court adjourned until tomorrow at 9. o'clock A. M.

Tuesday May 17th 1887.

Court convened this morning at 9. o'clock pursuant to adjournment. Present: Hon. John A. Price Judge, and same officers as on yesterday.

5293 Charles Phellis vs Walter C. Fullington et. al.

This day the Court appointed J. B. Fulton Guardian ad-litem for Frank G. Fullington and Belle B. Fullington infant defendants in this cause and thereupon said Fulton in open Court accepted said appointment.

5293 Charles Phellis vs Walter C. Fullington et. al.

This day came the plaintiff herein by her attorneys and this cause coming on to be heard, the Court find that all the defendants have been duly served with process and have had full notice of the pendency and demand of said petition, and the Court find from the answer of said Eliza A. Fullington, that she disclaims all right of dower in the premises, and admits the allegations of the petition to be true, and the Court find upon the issue joined by the answer of J. B. Fulton as Guardian ad litem of said Frank G. Fullington and Bell B. Fullington minor defendants in this case, that the allegations of the petition are true, and the Court find that all the other defendants are in default for answer and demurrer and that said petition is thereby confessed by them to be true. Thereupon the Court find the allegations of the petition to be true, and find that the plaintiff is seized of and has a legal right to the undivided one half (1/2) part of the premises described in plaintiffs petition, and is entitled to have partition of the same and that the defendants are tenants in common with the plaintiff in said premises, in the following proportions to-wit= That the said Walter C. Fullington is seized of and has a legal right to the undivided one twelfth (1/12) part thereof, the said Edward W. Fullington one undivided 1/12 part thereof, the said Belle B. Fullington one undivided 1/12 part thereof and the said Jennie P. Howard the one undivided 1/12 part thereof, the said Charles P. Fullington the undivided 1/12 part thereof and the said Frank G. Fullington one undivided one twelfth (1/12) part thereof.

It is therefore ordered and adjudged that partition of said estate be made, and that an order issue to the Sheriff of this County commanding him that by the oaths of Phillip Snider, J. H. Raney and W. L. Curry three judicious and disinterested freeholders of the vicinity, who are not of kin to either party and who are hereby appointed commissioners for that purpose, he cause to be set off and divided to the plaintiff and to each of said defendants the part and proportion of the said estate to which they are herebefore severally found entitled, and if in the opinion of said commissioners said premises cannot be divided by metes and bounds without injury to the value thereof, they appraise the same free from dower, and the Sheriff is ordered to make due return of his proceedings herein forthwith.

Monday May 23rd 1887.

Court convened at one o'clock P.M. pursuant to adjournment.
Present: The Hon. John A. Price Judge.

John M. Broderick, Prosecuting Atty, Marion Hopkins, Sheriff.

A. N. Goodwin Dpty Sheriff, Attest: John D. Burgner Clerk.

5235 Anna B. South and Georg W. South her husband Plaintiffs. vs. Peter Jolliff, Jacob Jolliff, Lucy Bash, Thomas Bash her husband, Mary Fields and Joseph Fields her husband. Defendants. } as May 17th 1887 see page 241 } May 17th 1887. 5167

Comes the plaintiff and upon producing the return of the Sheriff of his proceedings and sales under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects in conformity to law the said proceedings and sale are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser Asa Langstaff,

It is further ordered that out of the proceeds of said sales the Sheriff pay out of the proceeds of each tract

First To the Treasurer of Union County Ohio Dollars bring the taxes and penalty due on said premises.

Secondly - To the Clerk of this Court the costs of this action including a counsel fee of $ to P. B. Cole and Sad for their services herein. taxed $

Thirdly; And of the residue of the proceeds of said sale - to the plaintiff Anna B. South one fourth of the cash proceeds of said sale of the 25½ acres - said ¼ of said cash proceeds being $ and also deliver to plaintiff Anna B. South ¼ of the notes for the deferred payments on said 25¼ acres - and also pay to said Anna B. South one sixth of the cash proceeds and deliver to her one sixth of the notes for the deferred payments on the said sale of the sixteen acres, said one sixth cash being $

To the said defendant Lucy Bash the one fourth (being $) of the cash proceeds of said sale of the 25½ acres and one fourth of the notes for the deferred payments thereon and one sixth (being $) of the cash proceeds and one sixth of the notes for the deferred payments on the sale of said 16 acres.

To the said Peter Jolliff defendant one fourth (being $) of the cash proceeds of the sale of said 25½ acres and also one fourth of the notes for the deferred payments thereon, also one sixth (being $) of the cash proceeds of the sale of said 16 acres and one sixth of the notes for the deferred payments thereon.

To the defendant Jesse Jolliff one sixth of the cash proceeds of the sale of said 16 acres, said one sixth being $ and one sixth of the notes for the deferred payments thereon

To the said defendant Jacob Jolliff one sixth (being $) of the cash proceeds of the sale of said 16 acres and one sixth of the

notes for the deferred payments thereon. And it being suggested to the Court by plaintiff that since the decree for the sale in this case Mary Fields one of the defendants herein has died leaving an infant child Ellen Fields as her sole legal representatives it is ordered that said Ellen Fields an infant be made a party defendant herein, T. B. Dutton is appointed guardian ad-litem for said infant when she is brought into Court, and all other questions are reserved for further order and hearing herein.

Samuel A. Cherry
vs.
5157 A. B. Robinson et. al.

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a jury, to-wit= James L. Jolliff, S. H. Skidmore, D. H. Dean, Robert McCreary, John P. Kilbourn, Albert E. Morse, J. D. Robinson, C. L. Carey, John D. Powell, John P. Morse, Stephen Evans & John Hobrusack who, being duly empaneled and sworn to well and truly try the issue joined between the parties in this action and a true verdict render according to the evidence, unless withdrawn by consent by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel and charge of the Court, the said Jurors, retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following, to-wit= "Samuel A. Cherry vs A. B. Robinson et al. No. 5157. The Jury in the " "above case being first duly impaneled and sworn do find and " "say the paper writing mentioned in said petition purporting to be the " "last will of Jane A. Cherry is not her last will and testament. May 23rd 1887." "John Hobrusack Foreman."

"This day appeared at the Bar of this Court the Grand Jury heretofore em- "panneled and sworn, at this term of Court and presented their report which reads as follows:

To the Honorable John A. Price Judge of the Court of Common Pleas, Union County, Ohio. The Grand Jury of the Court of Common Pleas of said County of the May Term 1887, beg leave to report that they have been in session 2 days, carefully examined into all such matters as have legitimately come to our notice, having eleven witnesses covering 3 cases and presented no bills and ignored three cases considered by us. The business has been transacted in as expeditious a manner as possible.

During our session we have visited the County Jail and made a complete examination thereof, and find that the rules prescribed by the Court for the care thereof and for the government of its inmates, have been carried out.

Respectfully Submitted,
Marysville, Ohio. May 23rd 1887.

Jerome Davis Foreman.

Monday May 23rd 1887.

Court convened at one o'clock P.M. pursuant to adjournment.
Present: The Hon. John A. Price Judge.

John M. Broderick, Prosecuting Atty, Marion Hopkins, Sheriff.

A. H. Goodwin Dpsty Sheriff. Attest: John D Burgner Clerk.

5235 Anna B. South and Georg W. South her husband Plaintiffs. vs Peter Jolliff, Jacob Jolliff Lucy Bash Thomas Bash her husband, Mary Fields and Joseph Fields her husband, Defendants.

as May 17th 1887 see page 241

May 17th 1887.

5157

Continuation of the plaintiff and upon producing the return of the Sheriff of his proceedings and sales under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects in conformity to law the said proceedings and sale are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser Asa Langstaff,

It is further ordered that out of the proceeds of said sales the Sheriff pay - out of the proceeds of each tract

First To the Treasurer of Union County Ohio Dollars bring the taxes and penalty due on said premises.

Secondly - To the Clerk of this Court the costs of this action including a counsel fee of $ to P.B. Cole and Sam for their services herein taxed $

Thirdly; And of the residue of the proceeds of said sale - to the plaintiff Anna B. South one fourth of the cash proceeds of said sale of the 25½ acres - said ¼ of said cash proceeds being $ and also deliver to plaintiff Anna B. South ¼ of the notes for the deferred payments on said 25¼ acres - and also pay to said Anna B. South one sixth of the cash proceeds and deliver to her one sixth of the notes for the deferred payments on the said sale of the sixteen acres, said one sixth cash being $

To the said defendant Lucy Bash the one fourth (being $) of the cash proceeds of said sale of the 25½ acres and one fourth of the notes for the deferred payments thereon and one sixth (being $) of the cash proceeds and one sixth of the notes for the deferred payments on the sale of said 16 acres.

To the said Peter Jolliff defendant one fourth (being $) of the cash proceeds of the sale of said 25½ acres and also one fourth of the notes for the deferred payments thereon, also one sixth (being $) of the cash proceeds of the sale of said 16 acres and one sixth of the notes for the deferred payments thereon.

To the defendant Jesse Jolliff one sixth of the cash proceeds of the sale of said 16 acres, said one sixth being $ and one sixth of the notes for the deferred payments thereon

To the said defendant Jacob Jolliff one sixth (being $) of the cash proceeds of the sale of said 16 acres and one sixth of the

notes for the deferred payments thereon. And it being suggested to the Court by plaintiff that since the decree for the sale in this case Mary Fields one of the defendants herein has died leaving an infant child Ellen Fields as her sole legal representatives it is ordered that said Ellen Fields an infant be made a party defendant herein, T. B. Dutton is appointed guardian ad-litem for said infant when she is brought into Court, and all other questions are reserved for further order and hearing herein.

Samuel A. Cherry
vs
5157 A. B. Robinson et. al.

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a jury, to-wit: James L. Jolliff, S. H. Skidmore, D. W. Dean, Robert McCreary, John P. Kilbourn, Albert E. Morse, J. D. Robinson, C. L. Carey, John D. Powell, John P. Morse, Stephen Evans & John Hobensack who, being duly empaneled and sworn to well and truly try the issue joined between the parties in this action and a true verdict render according to the evidence, unless withdrawn by consent by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel and charge of the Court, the said Jurors, retired to their room to deliberate upon their verdict, and after due deliberation, returned into open Court and presented their verdict in writing in the words and figures following, to-wit: "Samuel A. Cherry vs A. B. Robinson et al. No. 5157. The Jury in the above case being first duly impaneled and sworn do find and say the paper writing mentioned in said petition purporting to be the last will of Jane A. Cherry is not her last will and testament, May 23rd 1887."

"John Hobensack Foreman."

"This day appeared at the Bar of this Court the Grand Jury heretofore empaneled and sworn at this term of Court and presented their report which reads as follows:

To the Honorable John A. Price Judge of the Court of Common Pleas, Union County, Ohio. The Grand Jury of the Court of Common Pleas of said County of the May Term 1887, beg leave to report that they have been in session 2 days, carefully examined into all such matters as have legitimately come to our notice, having eleven witnesses covering 3 cases and presented no bills and ignored three cases considered by us, The business has been transacted in as expeditious a manner as possible.

During our session we have visited the County Jail and made a complete examination thereof, and find that the rules prescribed by the Court for the care thereof and for the government of its inmates, have been carried out.

Respectfully submitted,
Marysville, Ohio, May 23rd 1887.

Jerome Davis Foreman.

Monday May 23rd 1887.

Anna B South et.al.
5235 vs
Peter Jolliff et. al.

Comes plaintiff and leave was granted to J. L. Jolliff Admr to withdraw his answer herein and the same is withdrawn. 5270

Anna B. South et.al.
5235 vs
Peter Jolliff et. al.

Certified to O. B. Mather

Comes Jesse Jolliff has leave to withdraw his answer and cross-petition and reply herein and the same withdrawn.

A. P. Staley
5243 vs
Allen Haines
Bank of Richwood

Demurrer to petition sustained and leave given plaintiff to file amended petition by May 30th 1887 5277

5209 vs
S. Taylor

This day this cause came on to be heard on the motion of the plaintiff to strike from the answer of the defendant certain matter therein contained and designated in said motion, and was argued by counsel and submitted to the Court: On consideration whereof and the Court being fully advised in the premises finds that the 1st 2nd 3rd and 4th requests of said motion are not well taken, and therefor overrules the same; That the 5th request of said motion is overruled except as to the following words which the Court orders to be stricken from the answer of the defendant, "But it contained conditions not understood by defendant as to extent of liability of the Stockholders" &c, &c," That the 6th request of said motion is not well taken and is therefor overruled; That the 7th request of said motion is well taken and the same is therefore sustained; That the 8th 9th requests of said motion are not well taken and the same are therefor overruled; That the 10th & 11th requests of said motion are well taken, and the same are therefor sustained: That the 12th request of said motion is not well taken and the same is therefor overruled: That the 13th & 14th requests of said motion are well taken and the same are therefor sustained, To all of which rulings of the Court sustaining said motion the defendant ~~except~~ excepts, and to which ruling of the Court overruling said motion the Plaintiff excepts.

Said cause also came on for hearing at the same on the motion of plaintiff to strike out certain interrogatories in said motion specified, and was argued by counsel; on consideration whereof the Court & the Court being fully advised in the premises finds that the first request of said motion is not well taken and therefor overrules the same; That the 2nd 3rd 4th & 5th requests of said motion are well taken and the Court therefor sustains the same, to which ruling of the Court sustaining the said motion the defendant excepts, and to which ruling of the Court overruling said motion the plaintiff excepts. 5267

Tuesday May 24th 1887

Court convened at 9 o'clock A.M. pursuant to adjournment. Hon. John A. Price Judge and the same officers present as on yesterday.

5270 Hannah Gates vs R. A. Glick et. al

Certified to O. B. Mather

On suggestion of the defendant that the transcript of the record of M. W. Hill J. P. of Claibourne Township Union County Ohio sent up to this Court is imperfect, it is on motion of said defendants ordered that O. B. Mather J. P. successor of said M. W. Hill do forthwith certify to this Court a complete and perfect transcript of said record and proceedings, excepted to by plaintiff.

5277 Nelson B. Johnson vs Thomas B. Stone

This cause now coming on for hearing on the petition and the evidence the Court find that the defendant Thomas B. Stone has been duly served with notice of the pendency of this petition by publication in this case and that he is in default for answer and demurrer and the allegations of the petition are thereby confessed by him to be true and there is due the plaintiff from the defendant Thomas B. Stone on the promissory notes set forth in the petition with interest to the first day of this term the sum of

The Court further find that in order to secure the payment of said note the defendants Thomas B. Stone and his wife E. M. Stone executed and delivered to the said Nelson B. Johnson the plaintiff their certain mortgage deed as in the petition described and on the premises therein described that said mortgage was duly recorded in Book 16 Page 636 of the records of Mortgages of Union County and is a good and valid lien on the premises described in the petition and the conditions in said Mortgage have been broken. It is therefore adjudged and decreed that unless the defendant Thomas B. Stone shall within one day from the entry of this decree pay or cause to be paid to the clerk of this Court the costs of this case and to the plaintiff the sum so found due as aforesaid with interest from the 16th day of May 1887 the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise advertise and sell the premises as upon execution and report his proceedings to this Court for further order.

5267 N. E. Wetzel et. al vs ~~Sarah~~ Rachel Huffman et. al

This day this cause came on to be heard upon the demurrer of the defendant to plaintiffs petition and was argued by counsel. On consideration whereof and the Court being fully advised in the premises finds that said demurrer is not well taken and therefore overrules the same, and on motion leave was given defendant to answer in 60 days.

Tuesday May 24th 1887.

5793 Charles Phillis
vs
Walter C. Fullington et al

This day this cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same.

And it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof and that said Commissioners have made and returned their appraisement of said premises as follows, to-wit- The first tract of land described in plaintiffs petition at $41.50 per acre, The second tract therein described at $37.50 per acre, The third tract therein described at $60.00 per acre. The fourth tract therein described at $5,200.00 The 5th tract @ $1800 and the sixth tract at $4,000 And the Court find the said return and proceedings in all respects correct, and in conformity to law and therefore approve and confirm the same.

And it appearing to the Court that the said Walter C. Fullington has elected to take all of said premises at the appraised value and thereupon on motion, and with the consent of the said Walter C. Fullington the Court order and direct the entire payment to be made in cash and the Court find that in fact and in equity the payment for said premises, ought to be made to the said Copartnership of James Fullington and Charles Phillis under the firm name of the Bank of Marysville, as alleged in plaintiffs petition. it is therefore ordered that said Walter C. Fullington after first paying the costs of this action make payment for said premises to said Bank of Marysville and upon such payment being made the Sheriff is ordered to convey said premises to said Walter C. Fullington by a deed or deeds in fee simple. 5203

It is further ordered and adjudged that the cost of this action taxed at $ be paid from the money in the hands of said Walter C. Fullington.

5785 P. P. Lightner
vs
N. D. Lightner et al

This day this cause came on to be heard upon the motion of the defendant and was argued by counsel, on consideration whereof and the Court being fully advised in the premises finds that said motion is well taken and therefore sustains the same, and leave was given to defendant to answer in 10 days. 5240

Lucy Schmelzer
5299 vs
Simon Hall et. al

This day this cause came on to be heard upon the petition of plaintiff praying for a partition of certain lands described in said petition. and the defendants failing to answer or demur thereto

Takeys Bank Plaintiff
5328 vs
J. B. Robertson, Simpson Price and J. R. Dixon

This day came the plaintiff S. S. Gardiner his attorney, and thereupon came L. Piper one of the attorneys of record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from the defendants to said plaintiff as is alleged in said plaintiffs petition, the sum of $181.13

It is therefore considered that said plaintiff do recover of said defendants the said sum of $181.13 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum from May 17th 1887. And by virtue of said warrant of attorney all errors are released and all right of appeal, and all right to file a petition in error are waived

H. C. Pounds
5302 vs
J. S. Hutchinson

This day came the plaintiff, H. C. Pounds by his attorneys and the said defendant J. S. Hutchinson being in default for answer or demurrer and the Court being fully advised in the premises do find that the defendant is indebted to the plaintiff in the sum of Seven hundred and fifty eight & 100 Dollars ($758.00) as the plaintiff in his petition hath alleged.

It is therefore considered and adjudged that the plaintiff recover of said defendant said sum of $758.00 so found due plaintiff as aforesaid and also his costs in this behalf expended taxed at $

J. S. Gill et. al.
5240 vs
S. L. Bell et. al.

This cause came on to be heard on motion of the defendant to require the plaintiffs to reform their petition by attaching thereto a copy of the note sued upon was argued by counsel and the Court being fully advised overruled said motion to which said defendants excepted and asked and obtained leave to answer by May 28th 1887

Thereupon Court adjourned until tomorrow at 9. o'clock a. m.

Wednesday May 25th 1887.

Court convened at 9 o'clock A.M. pursuant to adjournment.
Present: Hon. John A. Price Judge, and the same officers as now yesterday.

5194

5299 Lucy Schnelzer
vs
Simon Hall et. al.

This day came the plaintiff by her attorney and this cause coming on to be heard upon the petition and the evidence the Court find that all the defendants hear had due legal notice of the pendency and demand of the said petition and that they are in default for answer and demurrer; and that the said petition is thereby confessed by them to be true. Thereupon the Court find that the said Sarah J. Hall, widow, is entitled to dower in the premises described in the petition, and that subject thereto, the said plaintiff Lucy Schnelzer is seized of and has a legal right to the undivided one sixth part of the estate described in the petition and is entitled to hear partition made of said premises; that the said defendants Simon Hall, George Hall, Frank Hall, Mary Powers and Josie Hall are tenants in common with the plaintiff in said premises and are each seized of the undivided one sixth part thereof and no reason appearing why partition should not be made.

It is therefore ordered adjudged and decreed that the said Sarah J. Hall be endowed of one full equal third part of said premises and that subject thereto partition of said estate be made and that an order issue to the Sheriff of said County of Union Command=ing him that by the oaths of William W. Mannis, James A. Henderson and John T. Moore three judicious and disinterested freeholders of the vicinity who are not of kin to either party and who are hereby appointed Commissioners for that purpose he set off and assign such dower to the said Sarah J. Hall according to Law and that by the like oaths of the said named Commissioners he cause to be set off and divided to the said plaintiff and to each of the said defendants the part and proportion of said estate to which they are hereinbefore severally found entitled.

And it is ordered that if in the opinion of the said Commis=sioners said premises cannot be divided by metes and bounds without manifest injury to the value thereof, they appraise the same both sub=ject to, and also free from the dower of the said Sarah J. Hall.

And of his proceedings herein the said Sheriff is ordered to make due returns without unnecessary delay.

5230

5194 Thomas A Lagler et al. as Lagler Barlow & Co. v/s Spencer G. McWade, Emma McWade, Hoag Morgan & Co, Osborn Solomon & Co, Joseph Dickinson W.S. Phelps and Sons Caroline Milner and Snyder Choffer & Co

Confirmation and order of distribution on sale of land.

On motion of the plaintiff and on their producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of said Sheriff being satisfied that the same hereon had in all respects in conformity to Law and the orders of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser J. M. Southard by deed according to law the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises, so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County Ohio.

And the Court coming now to distribute the proceeds of said sale, amounting to $1190.34 it is ordered that the Sheriff out of the money in his hands pay First; To the Treasurer of this County the taxes penalty and interest against said property to-wit: the sum of $

Secondly: The costs of this action taxed at $86.60

Thirdly; To the defendant Caroline Milner assignee of Joseph Dickinson the account of $847.60 which the Court finds to be a lien upon the mortgage set up in her answer and cross-petition herein, which the Court finds to be the first and best lien upon the lands sold herein, and the remainder balance of the proceeds of said sale the said Sheriff is hereby directed to hold subject to the further order of the Court upon hearing of the questions between the defendant Emma McWade and the Judgment Creditors as to her right to homestead allowance out of said proceeds.

5230 Josephine Mors v/s John Mors

On motion of the plaintiff by her Attorney J. M. Kennedy and good cause shown therefor it is ordered that an injunction be allowed to issue herein without the undertaking provided by law restraining the defendant from proceeding fraudulently to convert the property of plaintiff to his own use or of placing the same beyond her reach until further ordered by this Court. May 26 1887.

John A. Price Judge of Court of Common Pleas.

Wednesday May 25th A.D. 1887.

5281 Mary Bergman & Ben Brogman
vs
Rhoda Laird et. al.

Now came the parties hereto by their attorneys and thereupon this cause came on to be heard upon the petition and answer of the defendants and the evidence.

And it appearing from the said Answer that the defendants admit the truth of the petition and unite in asking partition of the premises in the petition described.

Thereupon the Court find that there is no widow - she having died - that the said plaintiff Mary Bergman is seized of and has a legal right to the undivided one eighth (1/8) part of the estate described in the petition and is entitled to her partition made of said premises; that the defendants are tenants in common with the said plaintiff in the said premises (except defendant Aaron Dorsey Admr) to-wit: Rhoda Laird, Allen Hannawalt, Hester Ann Hannawalt, John Hannawalt, William Hannawalt, Sarah Wilson and Thomas Hannawalt each is seized of and has a legal title to the undivided one eighth (1/8) of said premises and no reason appearing why partition should not be made.

It is therefore ordered adjudged and decreed that partition of said estate be made; and that an order issue to the Sheriff of the said County of Union, commanding him that by the oaths of William Henderson, Thomas P. Shields, and Harriet Owen three judicious and disinterested freeholders of the vicinity who are not of kin to either party and who are hereby appointed commissioners for that purpose cause to be set off and divided to the said plaintiff and to each of said heirs, defendants the part and proportion of the said estate to which they are hereinbefore severally found entitled. And it is ordered that if in the opinion of the said Commissioners said premises cannot be divided by metes and bounds without injury to the value thereof they appraise the same and that Survey be made of said premises at same time. 5111

And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

6248 John D. Zwerner
vs
Samantha A. Fry et-al.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court, on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, and it is ordered that the said proceedings and sale be and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to Minerva Buxton assignee of the purchaser John D. Zwerner, the first described tract of land and to the purchaser Andrew S. Morrow the purchaser of the second described tract of land, by deed in fee simple, the lands and tenements so sold; and the said purchasers are hereby subrogated to all the rights of said plaintiff as lienholder in said premises so far as it may be paid herein, for the protection of his title.

And the Court coming now to distribute the proceeds of said sale, amounting to $225,00 it is ordered that the Sheriff out of the money in his hands, pay,
1st. The cost of this action, taxed at $-
2nd. To said plaintiff the remainder thereof $ to apply on said plaintiffs claim, leaving a balance due plaintiff of $ for which execution is awarded.

M. Holt et. al.
vs
6111 John B. Wells et. al

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court and the Court being satisfied on examination that the same have been made in all respects according to law, the said proceedings and sale are hereby approved and confirmed.

And the Sheriff is ordered by deed duly executed to convey said premises to Isadora Beckwith the purchaser in fee simple.

It is further ordered that the Sheriff out of the proceeds of said sale pay, First: To the Treasurer of Union County Ohio Four Hundred Forty six 46/100 Dollars being the taxes and penalty due on said premises.
Secondly, To the Clerk of this Court the costs of this action, including a counsel fee of $25,00 to F. B. Fultan for his services herein $225.
Thirdly, And of the residue of the proceeds of said sale, to the plaintiff Margaret Holt one eighth of the balance of the cash proceeds, to-wit: the sum of $11,23 and also one eighth of the notes for the deferred payments: To the said defendants John B. Wells, Lavi Wells, Adaline Markle, Harriet Clevinger & John Markle Guardian of Rebecca Wells, each one eighth of the balance of the cash proceeds, to-wit: the sum of $11,23 and also to each one eighth of the notes for the deferred payments. To each one of the defendants John F. Wells and James L. Wells one sixteenth of the balance of the cash proceeds of said sale, to-wit, $5,61 and

Wednesday May 25th 1887.

also to each of the said defendants one fifteenth of the notes for the deferred payments, To John H. McVay Guardian of Clarence L. McVay Lawrence McVay and Torrence O. McVay One twenty fourth of the balance of the cash proceeds of said sale for each said Clarence L., Lawrence L., and Torrence O. McVay, to-wit- $3,74 and one 24th of the notes for the deferred payments for each said Clarence L., Lawrence L., and Torrence O. McVay.

5278

R. D. Lowe

5284 vs

D. C. Fayth et al.

Plaintiff has leave to reply in 10 days from the rising of this Court and to put in additional security for costs in 60 days from this date, and cause continued by agreement,

C. P. Lenox

5146 vs

Peter Hill.

M. K. Baker

Deft has leave to answer in 30 days from rising of Court.

$166 vs

E. E. Hazen

Plaintiff to put in additional security for costs within 40 days to the satisfaction of the Clerk and cause continued.

5292

Thursday May 26th 1887

Court convened pursuant to adjournment at 9. o'clock A. M. Hon. John A. Price Judge, and the same officers present as heretofore.

5278 Elias Johnson vs Peter Hill et. al.

This day this cause came on to be heard upon the petition of the plaintiff and the Court being fully advised in the premises do find that the defendants Peter Hill and Charles Gunder have had legal notice of the pendency and demand of said petition and that they are in default for answer and demurrer and that said petition is thereby confessed by them to be true.

And the Court further finding that no service of Summons has been made or had on said Catherine Taylor she is therefore dismissed from said Case without prejudice to any action or to any right of action that she may have for dower in the undivided portions of said Peter Hill and Charles Gunder. And the Court further find that the said plaintiff is seized of and has a legal right to the undivided 3/10 part of said premises and is entitled to have partition made of the same, that the defendants Peter Hill and Charles Gunder are tenants in Common with plaintiff in said premises in the following proportions (subject to any dowers interest that said Catherine Taylor may have) to-wit= Peter Hill 3/10 part and said Charles Gunder 3/10 part, both said last named tracts are undivided.

It is therefore ordered and adjudged that partition of said premises be made; and that an order issue to the Sheriff of this County commanding him that by the oaths of three judicious and disinterested freeholders of the vicinity who are hereby appointed Commissioners for that purpose he cause to be set off and divided to the said plaintiff, and to each of said defendants the part and proportion of said estate to which they are hereinbefore severally found entitled, and of his proceedings herein the said Sheriff is ordered to make return without unnecessary delay.

5292 Eliza Evans vs Thomas Evans

This day came the parties by their Attorneys and this cause came on to be heard upon the petition of the plaintiff and the evidence. On consideration whereof the Court finds that the defendant has been guilty of habitual drunkenness and gross neglect of duty as in said petition alleged.

It is therefore considered and adjudged by the Court that the marriage relation heretofore existing between said parties be and the same is hereby set aside and wholly annulled and both parties are wholly released from the obligations of the same.

The Court order that the defendant pay to the plaintiff in addition to the amount already allowed, the sum of Two hundred and forty Dollars. which sum is accepted by the plaintiff in lieu of her inchoate right of dower and it is ordered that said sum be in lieu of dower.

Ordered that the plaintiff pay the costs of this proceeding.

Friday May 27th 1887.

Court convened at 9 o'clock A.M. pursuant to adjournment.
Present; the Hon. John A. Price Judge & the same officers present as heretofore.

5049 John B. Shisler
vs
Newton Lingrell

This day came the parties by their Attorneys, and this cause came on to be tried; and thereupon came a jury to wit:
John P. Morse, D.H. Drake, S.A. Skidmore, J.D. Robinson, Albert E. Morse, Robert McCreary, James L. Jolliff, John T. Kilbury, A. Drummond, Howard Vasbury, A.G. Kirby and Henry Poling who, being duly empaneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said Jurors retired to their room to deliberate upon their verdict and after due deliberation returned into open Court and presented their verdict in writing in the words & figures following, to wit:

John B. Shisler Plaintiff
5049 vs
Newton Lingrell Defendant

We the Jury being duly empaneled and sworn find the issues in this case in favor of the plaintiff and assess the damages due to the plaintiff from the defendant at the sum of $175.00
R.M. Crary, Foreman.

Mary Davis
5150 vs
C.W. Burgoon

This day came this cause on to be heard upon the motion of the defendant to strike the plaintiffs petition from the files because the said petition is not signed by either the plaintiff or her Attorney. The Court on consideration whereof doth sustain said motion, and by consent of parties the plaintiffs Attorney signed said petition and this cause is continued with leave for defendant to answer within 30 days from the rising of Court.

State, for use of Union County
6283 vs
J.J. Turner et. al.,
Thomas H. Preston
5301 vs
David Mulford et. al.

Leave to answer in 30 days.

Leave to demur to petition.

2767

3764

5055

6272

Saturday May 28th 1887

Court convened at 9. o'clock A. M. pursuant to adjournment; Present: Honorable John A. Price Judge and the same officers as heretofore.

Cyrus Moore
2767 vs
Wingt Harriman & S. S. Robertson

This day came the parties by their Attorneys, and this cause came on to be tried; and thereupon came a Jury, to-wit= John P. Morse, D. W. Dean, S. A. Skidmore, J. D. Robinson Albert E. Morse, Robert McGeary, James L. Jolliff, John D. Kilbury A. G. Kirby C. L. Cory, John D. Powell & Samuel Huntley who, being duly empanneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties or discharged by the Court, and after hearing the testimony, arguments of counsel and charge of the Court the said Jurors retired to their room to deliberate upon their verdict and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to-wit=

Cyrus Moore Plaintiff
3764 vs
Wingt Harriman et. al. Defts

We the Jury, being duly empanneled and sworn find the issues in this case in favor of the plaintiff and assess the damages due to the plaintiff from the defendants at the sum of $0.05 (five cents).
John P. Morse, Foreman.

State of Ohio
5055 vs
James M. Walcut et. al

This day this cause came on for hearing on the demurrer of defendant George Schlegel to the said petition and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said demurrer.

Thereupon the plaintiff not desiring to amend its petition herein it is considered and adjudged by the Court that this cause be dismissed and that the defendants recover of the said plaintiff herein their cost herein expended taxed at $ and execution is awarded therefor. To all of which rulings and judgment the said plaintiff hereby excepts.

John Day Guardian &c.
6272 vs
Wingt Harriman et. al.

This day came the defendant Wingt Harriman and moved the Court for leave to file answer herein and the Court being fully advised in the premises do grant such leave to file answer instanter and answer filed.

Saturday May 28th 1887

5249 Edward E. Cole Assignee &c. vs Reuben Frazell et. al

This cause came on for hearing on plaintiffs petition and the answer of Belle Edwards, dft. (all other defendants being in default for answer and demurrer) and the evidence and was submitted to the Court; and on consideration thereof the Court find that said David Edwards made an assignment to said Edward E. Cole, and that said Cole filed said assignment, gave bond and has been discharging his duty as said assignee as set forth in said petition; that said Belle Edwards wife of said David Edwards has filed her answer herein and has asked the Court to have the real estate described in the petition sold free of her contingent right of dower therein and to allow her in lieu thereof such sum of money out of the proceeds of said sale as the Court may deem the pecuniary value of her contingent dowers interest in said premises.

It is therefore ordered by the Court that said plaintiff sell all of said premises described in his petition as upon execution free from the contingent right of dower of said Belle Edwards and that said plaintiff bring the proceeds into Court for further order and that the defendants who have not answered have leave to file their answers within ten days and that the adjustment of priority of liens be reserved for further order.

5194

Thereupon Court adjourned until Tuesday May 31st/887 at 1. o'clock P. M.

Tuesday May 31st 1887.

Court convened at one o'clock P.M. pursuant to adjournment;
Present Hon. John A. Price Judge & the same officers as heretofore,

Charles R. Hatton
vs
Julia E. Gabriel and
John W. Gabriel

This day came the parties and settled this cause at the costs of the defendants. It is therefore considered & adjudged by the Court that the plaintiff recover of the defendants their costs herein expended taxed to $ and it is ordered that defendants pay their own costs herein taxed to $ for all of which execution is awarded. And by agreement there is to be no record made.

Julia E. Gabriel and
John W. Gabriel
vs
Charles R. Hatton

This day came the parties and settled this cause at the costs of the plaintiffs.

It is therefore considered and adjudged by the Court that the defendant recover of the plaintiffs his costs herein taxed to $ and it is ordered that plaintiffs pay their own costs herein taxed to $ for all of which execution is awarded. And by agreement there is to be no record.

Ergler Bareaud & Co.
vs
5194 Spencer S. McWade et. al

This day this cause came on further to be heard upon the further distribution of the proceeds of the sale made in this case, and upon the question as to the right of said Emma McWade wife of said Spencer S. McWade to be next in order of distribution and the Court find that said Emma McWade is entitled under the homestead Laws to receive of said proceeds next after said Mortgage is paid off and satisfied the remainder of said proceeds of said sale not exceeding in amount the sum of $500. And it is ordered that this sum be paid to her before any distribution is made to any of said Judgment creditors.

Tuesday May 31st 1887.

McCune Lonnis v Griswold
vs
D. N. Ayers

This day this cause came on to be heard on the motion and showing of the defendant for continuance. On consideration whereof the Court grant said continuance on motion and showing of defendant and at his costs of this Term of Court.

Woodstock Bank
vs
Snodgrass & Robinson

This day this cause came on to be heard on the motion and showing of the defendants for continuance

On consideration whereof the Court being fully advised in the premises grant said motion on the showing and at the costs of the defendants for this Term of Court,

5051 Alminnie Britts
vs
Newton Lingrell

Bastardy,

This cause is dismissed at defendants cost, It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant her costs herein taxed to $ for which execution is awarded. 727

5186 Lydia Ann Stithem
vs
George Stithem

Now came the plaintiff and the defendant having been duly served with summons and copy of the petition herein and having failed to appear the Court find him in default for answer and demurrer to said petition and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona fide resident of this County of Union and that the parties hereto were married as in the petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty toward the plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for. 726

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Lydia Ann Stithem and George Stithem be and the same is hereby dissolved and both parties are hereby released from the obligations of the same. It is further ordered that the custody, care, Education and control of the said child of the parties hereto be until further ordered confided to the said Lydia Ann Stithem exclusively, And the said defendant is hereby enjoined from interfering in any manner with said child but is allowed to visit said child at proper times. 5113

It is further ordered that the plaintiff pay the costs of this proceeding

Thursday, June 1st 1887.

Court convened at 9 o'clock A.M. pursuant to adjournment.
Present, Hon. John A. Price Judge, and the same officers present as heretofore.

The State of Ohio
vs
Mitchell Y. Rogers
} Indictment for Bigamy.

The defendant was this day brought into Court in custody of the Sheriff and retracted his former plea of "not guilty" entered herein and being arraigned upon said indictment for plea thereto saith he is guilty and being inquired of if he had any thing to say why judgment should not be pronounced against him and showing no good and sufficient reason why judgment should not be pronounced it is therefore considered ordered and adjudged by the Court that the said defendant Mitchel Y. Rogers be imprisoned in the Penitentiary of this State and kept at hard labor for the period of one year (no part of said period to be in solitary confinement) and that he pay the cost of this prosecution taxed at $ for which execution is awarded.

The State of Ohio
vs
William Evans
727
} Indictment for disarranging & removing car-fastening.

The defendant was this day brought into Court in custody of the Sheriff and retracted his former plea of not guilty and being arraigned upon said indictment for plea thereto saith he is guilty and being inquired of if he had any thing to say why judgment should not be pronounced against him and showing no good and sufficient reason why judgment should not be pronounced it is therefore considered ordered and adjudged by the Court that the said defendant William Evans be imprisoned in the Penitentiary of this State and kept and kept at hard labor for the period of one year (no part of said reard to be in solitary confinement) and that he pay the costs of this prosecution taxed at $ for which execution is awarded.

The State of Ohio
vs
William Evans
726
} Burglary.

This day came the Pros-ecty on behalf of the State of Ohio and by leave of Court entered a nolle prosequi herein

N. G. & L. N. McAllister Admrs
vs
The N. Y. L. E. & W. R. R. Co.
5113
} On motion of plaintiff leave was granted them to file an amended petition in this case instanter and amended petition filed, Leave to Defendant to plead by July 11th & Cause Contd.

To which ruling of the Court in granting leave to file said amended petition the defendant excepts.

Wednesday June 1st 1887.

George H. Mackling
5062 vs
John Newlove and Mary M. Newlove

This day this cause came on to be heard upon motion to attach copy of note to his petition and the same being sustained by the Court plaintiff thereupon asked leave of the Court to attach copy of the note within which was granted by the Court and this cause was thereupon continued.

Lucy Schneider
5299 vs
Simon Hall et al.

This day this cause came on to be heard and on motion of the plaintiff to the Court and upon producing the returns of the Sheriff and the report of the commissioners heretofore appointed by the Court herein and the same having been examined by the Court and found in all respects to be correct and in conformity to Law and the former orders of this Court, the said proceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed that said Sarah J. Hall have and possess the lands so assigned to her as and for her separate dower in the premises described in plaintiffs petition, and that said plaintiff Lucy Schneider and the defendants Simon Hall, Geo. H. Hall, and Mary Powers have and possess and hold in severalty the parts and premises so set off and assigned to each respectively free from dower and the defendants Frank Hall and Josie Hall have and possess, and hold the parts and premises so set off and assigned to each of them re- 4922
=spectively - subject to said dower of Sarah J. Hall and it is further ordered that the costs of this action including a counsel fee of $100.00 to P. R. Kerr for services herein taxed at $ be paid in the following proportions, to-wit= By Lucy Schneider, Simon Hall, Geo. H. Hall, Frank Hall, Josie Hall and Mary Powers each one sixth part thereof, and the plat describing the lands hereby assigned to the several parties hereto is attached to the report of said Commissioners and made a part thereof.

Susan Meadles
vs
Mila G. Meadles

This day came the parties and agreed that in lieu of alimony pending suit the plaintiff shall have the use of her cow, and have one bed, all her poultry, corn to feed her hogs and mare, wheat for her bread and a lot to raise vegetables. 5297

4951 Martha N. Watkins Plaintiff
vs
Robert Fields Defendant

This cause came on for hearing upon the return of the Sheriff and commissioners herein of their proceedings in the assignments of Dower under the former order of this Court and on the motion to confirm the same.

And the Court being fully advised in the premises find said proceedings and assignments in all respects in conformity to law and hereby approve and confirm the same.

It is therefore ordered and decreed that said Martha N. Watkins have and possess the lands so assigned, to-wit= Beginning at a stake in the center of the Fields road (and poles N. 8. W. from the N.W. corner of Richard Longbury's land) thence with the center of said road N. 8. W. 76 33/100 poles to a stake, Thence N. 81- E. 76 55/100 poles to a stake, thence N. 8 E. 76 33/100 poles to a stake, Thence S. 81. W. 62 43/100 to the beginning containing thirty acres and being part of Va Military Survey No. 9919

It is further ordered that the said defendant pay to the said plaintiff the sum of $97.37 being one third of the sum returned by the said commissioners as the net value of said premises from the time of filing this petition to the assignment of dower.

It is further ordered that the plaintiff pay one third of the costs of this action and the defendant pay two thirds of the costs and that said costs be paid within ten days and in default thereof execution issue therefor.

Martha N. Watkins Plaintiff
vs
4922 John M. Blue Defendant

This cause is this day settled and compromised The plaintiffs claim for dower is paid- and she is to pay one third of the costs which accrued in this case previous to the issueing of the writ of dower and the defendant is to pay all the other costs which have accrued in the case at any time, and no record is to be made.

It is therefore ordered and adjudged that the plaintiff pay one third of the costs which accrued in this case previous to the issueing of the writ of dower and that the defendant pay all other costs in the case, and that said costs be paid by the parties respectively within 20 days from this date, and in default thereof that execution issue therefor.

Azuba Cave
vs
5297 J. S. Baldwin

Now comes the plaintiff by her Attorneys and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are by him confessed to be true and find that the defendant J. S. Baldwin is indebted to the plaintiff Azuba Cave in the sum of $211.85 It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $211.85 and her costs herein expended taxed to $

Wednesday June 1st 1887.

5200 Martha M. Watkins
v
Richard Longberry

Now comes the plaintiff and produced to the Court the return of the Sheriff with the report of the Commissioners heretofore appointed by the Court in this case, on consideration whereof and on motion of said plaintiff the Court does approve said return and confirm said report and from said report and return the Court do find that said estate is entire and no division thereof can be made by metes and bounds, and said dower is assigned as of rents issues and profits of said land and from said report the Court find the reasonable dower of said plaintiff therein free from charges of taxes and repairs and all charges is right and 75/100 Dollars per year and it is adjudged and decreed by the Court that Richard Longberry pay to said plaintiff said sum of right and 75/100 Dollars as said dower estate therein each and every year during her natural life, the year beginning April 13th 1887 and the first payment becoming due April 13th 1888. And the Court finds from date of filing petition herein until date of assigning dower the value of said plaintiffs dower to be $13.16

It is therefore considered by the Court that said plaintiff do recover of said Longberry the sum of $13.16 found due as aforesaid and also two thirds of her costs of this action taxed by the Clerk at $

It is further adjudged and decreed by the Court that if said defendant at any time for fifteen days fail to pay to said plaintiff on the 13. day of April of each and every year during her natural life said sum of $8.75 on her praecipe filed with the Clerk of this Court an order shall issue to the Sheriff of said Union County commanding him to appraise advertise and sell said land which is charged with said dower and he shall appraise advertise and sell said land as under execution at law and shall bring into Court to await further order of Court on distribution.

And this cause is continued but to be left off the docket and be restored on motion and the Clerk will now make final record of this case.

5310 The Mercyaide Savings Building and Loan Association Co,
v
Mary A. Winkler et al.

On application of the plaintiff T. B. Fulton is appointed Guardian Ad-litem for the infant defendants Matilda Winkler, Clara Winkler, Flora Winkler and Katherina Winkler.

5093

5093 A. R. Phillips Plaintiff
vs
Eliza Phillips Defendant

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed. And the Sheriff is ordered by deed duly executed to convey said premises to the purchaser R. L. Woodburn free of the dower of Eliza Phillips. And the said Eliza Phillips having elected to receive in lieu of her dower its value in money the Court find the just and reasonable value thereof which also includes all the claims and interest said Eliza Phillips has in or to said premises, to be $62.50

It is further ordered that out of the proceeds of said sale the Sheriff pay. First. To the Treasurer of Union County $6.00 being the taxes and penalty due on said premises,
Second. To the Clerk of this Court the costs of this action including a Counsel fee of $25.00 to D. M. Ayers, for his services herein taxed to $77.96
Third. To the said Eliza Phillips the said sum of $62.50 as and for her full dower and interest and claim in said premises.
Fourth, To the following named persons the expenses of the last sickness and funeral expenses of said William Phillips, deceased, as follows:
Reed & Ed Butz $4.25 Dr. R. N. Graham $14.50 Dr. W. F. White $10.25
H. W. Mory & Co $7.85 D. F. McKitrick $5.70 G. A. Welling $5.26
Fifth. To Robinson Curry & Co, on their Judgment & Mechanics lien $23.84
Sixth. To the plaintiff A. R. Phillips the residue of the proceeds of said sale.

5310 The Marysville Savings B. & L. Association
vs
Mary A. Winkler et-al.

This day this cause came on to be heard on the petition and the answer of the guardian ad-litem for the infant defendants and the same was submitted to the Court. On consideration whereof the Court find that said defendants have failed to pay to the plaintiff the weekly installments of dues, and the interest, as in the petition set forth, and that there is due to said plaintiff as dues to the date of this decree May 28th 1887 the sum of $66.00 and as premiums the sum of $10.64 and as interest the sum of $60.72 making in all $227.36 The Court further find that in order to secure the regular payment of said dues and other installments as will accrue hereafter to become due the said Charles Winkler and Mary A. Winkler his wife, executed and delivered to this plaintiff their certain mortgage deed in the petition described and on the premises therein described: that said mortgage was duly recorded in Book 22 pages 16 and 17 of the records of Mortgages of Union County and that the same is the first lien on the premises described in the petition.

It is therefore considered by the Court that unless the said defendants shall within three days from the entry hereof, pay or cause to be paid to said plaintiff the said sum of $227.36 so found due and to the Clerk of this Court the costs taxed herein at $ the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Wednesday June 1st 1887.

The Marysville Savings Building and Loan Association Company

5211 vs

Hiram Pinney et. al.

This day this cause came on to be heard and the defendants all being in default for answer and demurrer, the same was submitted to the Court on the pleadings, On consideration whereof the Court find that said defendants have failed to pay to the plaintiff the monthly installments of dues, premiums and interest as in the petition set forth and that there is due to said plaintiff as dues to the date of this decree May 28th 1887 - the sum of $47.00, as premiums the sum of $98.64 and as interest the sum of $43.24 making in all the sum of $188.88

The Court further find that in order to secure the regular payment of said dues and other installments as well as those hereafter to become due, the said Hiram Pinney and Mary Pinney his wife, executed and delivered to this plaintiff their certain mortgage deed in the petition described, and on the premises therein described; that said mortgage were duly recorded in Book 23 Page 22 and Book 23 page 28 of the records of mortgages of Union County Ohio, and that the same are the first liens on said premises described in said petition.

It is therefore considered by the Court that unless the said defendants shall within 3 days from the entry hereof pay or cause to be paid to said plaintiff the said sum of $188.88 so found due and to the Clerk of this Court the costs herein taxed at $ the defendant equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further orders.

Martha W. Watkins

4938 vs

Joseph Temple

This day came the parties and settled this case on the following terms - plaintiff to pay one third of the costs and the defendant two thirds of the costs.

It is therefore considered and adjudged by the Court that the plaintiff pay one third of the costs as above and the defendant pay two thirds thereof within 20 days from the entry of this Judgment to be assessed by the Clerk and in default - that execution issue therefor. No record to be made.

Martha W. Watkins

6721 vs

Jacob Schneltzer

This day this cause is settled and plaintiffs claim secured and plaintiff is to pay one third of the costs and defendant two thirds.

And it is therefore ordered and adjudged by the Court that the plaintiff pay one third of the costs herein and the defendant the residue, two thirds the costs, to be assessed by the Clerk, to be paid within 20 days from the entry of this Judgment and in default - thereof execution therefor. Papers withdrawn & no record to be made.

4955

4963

Martha M. Watkins
4955 vs
T. G. Driball

Now comes the parties and this cause is compromised on the terms following: the claim of plaintiff is secured and plaintiff is to pay one third of the costs and defendant to pay two thirds to be taxed by the Clerk,

It is therefore considered that the plaintiff pay one third and the defendant two thirds of the costs within 20 days from the entry of this order and in default thereof that execution issue therefor. No record to be made,

Martha M. Watkins
4963 vs
C. L. Fields

Now on the 16th day of May 1887 came the said plaintiff by P. B. Cole and Son her counsel and produced to the Court the return of the Sheriff with the report of the Commissioners heretofore appointed by the Court in this case on consideration whereof and on motion of said plaintiff the Court do approve said return and confirm said report, and from return and report the Court find that said estate is entire and no division thereof can be made by metes and bounds and the said dower is assigned as of rents and profits of said land, and from said report the Court find the reasonable dower of said plaintiff therein free from charges of taxes and repairs and all charges is $8,33 per year, and it is adjudged and decreed by the Court that said C. L. Fields who holds the fee simple or remainder in said land, pay to said plaintiff the sum of $8,33 as her reasonable dower estate therein each and every year during her natural life, the year beginning April 13, 1887 and payment becoming due April 13, 1888. And the Court finds from the filing of the petition to the date of assignment of said dower the value of said plaintiffs dower in said lands is Twelve and 45/100 Dollars, being 17½ months and estimated at the rate of $8,33 per year. It is therefore considered by the Court that said plaintiff do recover of said C. L. Fields said sum of $12,45 so found due as aforesaid and also two thirds of her costs of this action taxed by the Clerk at $

It is further adjudged and decreed that if said defendant fail for five days to pay to the plaintiff the sum found due as aforesaid and at any time for five days fail to pay to the plaintiff on the 13th day of April of each year during her natural life said sum of $8,33, on her precipe filed with the Clerk of this Court an order of sale shall issue to the Sheriff of said Union County commanding him to appraise advertise and sell said land as under executions at law and he shall bring the proceeds into Court to await further order of Court on distribution and this cause is continued but to be left off the docket and to be reinstated on motion and the Judgment and order to be a lien upon said land, and the Clerk is ordered to make up the record of this case now,

June 1st 1887.

4937 Martha W. Watkins
vs
John Moore

This cause is this day settled by agreement of parties on the following terms; the down claim of the plaintiff is secured by the defendant, and the plaintiff is to pay one third of the costs in this case which accrued previous to the issueing of the writ of down and the defendants is to pay all the residue of costs of any description in this case.

It is therefore ordered adjudged and decreed by the Court that the plaintiff pay one third of the costs which accrued before issueing the writ of down and that the defendant pay all the residue of the costs to be taxed by the clerk. That said costs be paid within 20 days from the entry of this decree and in default of such payment that execution issue therefor. No record to be made.

4964 Martha W. Watkins
vs
Wm. H. Stahl et. al.

This cause is this day settled by agreement of parties on the following terms- the down of plaintiff is secured by the defendant and the plaintiff is to pay one third of the costs in this case which accrued previous to the issueing of the writ of down and the defendant is to pay all the residue of the costs of any description in this case. It is therefore ordered adjudged and decreed by the Court that the plaintiff pay one third part of the costs which accrued before issueing of the writ of down, and that the defendant pay all the residue of the costs to be taxed by the Clerk. That said cost be paid within 20 days from the entry of this order and in default of such payment that execution issue therefor, No record to be made.

4960 Martha W. Watkins
vs
Wm. H. Moore et. al.

This cause is this day settled by agreement of parties on the following terms- the down claim of the plaintiff is secured by the defendant and the plaintiff is to pay one third of the cost in this case which accrued previous to the issueing of the writ of down and the defendant is to pay all the residue of the costs of any description in this case.

It is therefore ordered adjudged and decreed by the Court that the plaintiff pay one third part of the costs which accrued before issueing of the writ of down and that the defendant pay all the residue of the costs to be taxed by the Clerk. That said cost be paid within 20 days from the entry of this decree and that in default of such payment that execution issue therefor, No record to be made.

4953

4959

4961

4952

4953 Martha W. Watkins
vs
Priscilla Sanders

This cause is this day settled by agreement of parties on the following terms. The Dower claim of the plaintiff is secured by the defendant and the plaintiff is to pay one third of the costs in this case which accrued previous to the issuing of the Writ of dower, and the defendant is to pay the residue of the costs of any description in this case. It is therefore ordered adjudged and decreed by the Court that the plaintiff pay one third part of the cost which accrued before issuing of the writ of dower, and that the defendant pay all the residue of the costs to be taxed by the Clerk. That said cost be paid within 20 days from the entry of this Order and in default of such payment that execution issue therefor. No record to be made.

Martha W. Watkins
4959 vs
Magdaline Engle et al,

This cause is this day settled by agreement of parties on the following terms. The Dower claim of plaintiff is secured by the Defendant and the plaintiff is to pay one third of the costs in this case which accrued previous to the issueing of the writ of dower and the defendant is to pay the residue of the cost of any description in this case. It is therefore ordered adjudged and decreed by the Court that the plaintiff pay one third of the cost which accrued before the issueing of the writ of dower and that the defendant pay all the residue of the costs to be taxed by the Clerk. That such cost be paid within 20 days from the entry of this decree and in default of such payment that execution issue therefor. No record to be made.

Martha W. Watkins
4961 vs
John W. Moore et al

This cause is this day settled by agreement of parties on the following terms; The dower claim of plaintiff is secured by the defendant and the plaintiff is to pay one third of the costs in this case which accrued previous to issueing of the writ of dower and the defendant is to pay the residue of the cost of any description in this case.

It is therefore ordered adjudged and decreed by the Court that the plaintiff pay one third of the cost which accrued previous to the issueing of the writ of dower and that the defendant pay all the residue of the costs to be taxed by the Clerk. That said cost be paid within 20 days from the entry of this order and in default of such payment that execution issue therefor. No record to be made.

Martha W. Watkins
4952 vs
Thomas J. Fields

This day this cause is settled by agreement of parties on the following terms. The dower claim of plaintiff is secured by the defendant and the plaintiff is to pay one third of the cost in this case which accrued previous to issueing of the writ of dower, and the defendant is to pay all the residue of the cost of any description in this case.

It is therefore ordered adjudged and decreed by the Court that the plaintiff pay one third of the costs which accrued previous to the issueing of the writ of dower and that the defendant pay all the residue of the costs to be taxed by the Clerk.

That said costs be paid within 20 days and in default of such payment execution issue therefor. No record to be made.

June 1st 1887.

4950 Martha H. Watkins vs David A. Temple

This cause is this day settled by agreement of parties on the following terms; the dower claim of the plaintiff is secured by the defendant and the plaintiff is to pay one third of the costs in this case which accrued previous to the issuing of the writ of dower and the defendant is to pay all the residue of the cost of any description whatever, in this case.

It is therefore ordered adjudged and decreed by the Court that the plaintiff pay one third part of the costs which accrued before issuing of the writ of dower and that the defendant pay all the residue of costs to be taxed by the Clerk.

That said costs be paid within 20 days from the entry of this order and in default of such payment execution issue therefor. No record to be made,

4956 Martha H. Watkins vs Wm H. Moore et. al.

This cause is this day settled by agreement of parties on the following terms- the dower claim of the plaintiff is secured by the defendant and the plaintiff is to pay one third of the costs made previous to issuing the writ of dower and defendant is to pay all the residue of the costs herein.

It is therefore ordered adjudged and decreed by the Court that the plaintiff pay one third part of the costs made herein previous to issueing of the writ of dower and that the defendant pay all the residue of costs to be taxed by the Clerk that said costs be paid within 20 days from the entry of this order and in default of such payment execution issue therefor. No record to be made,

4957 Martha H. Watkins vs Florence F. C. Temple

This cause is this day settled by agreement by agreement of parties on the following terms; the dower claim of the plaintiff is secured by the defendant and the plaintiff is to pay one third of the cost made previous to issueing the writ of dower and the defendant is to pay all the residue of costs in this case. It is therefore ordered adjudged and decreed by the Court that the plaintiff pay one third part of the costs which accrued before issueing of the writ of dower and that the defendant pay all the other costs to be taxed by the Clerk, That such payment be made in 20 days from the entry of this decree and in default of such payment execution issue therefor. No record to be made

4281 Mary Bergman et. al. vs Phoebe Laird et. al.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on the motion to confirm the same. And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate at $45.00 per acre, The Court finds that the return and proceedings are in all respect correct and in conformity to law and do therefore approve and confirm the same. And thereupon motion of the parties electing to take said estate at its appraised value on motion of the plaintiff it is ordered that said estate be sold at public auction and that an order issue therefor to the Sheriff of said County of Union. Thereupon Court adjourned until Thursday June 9th 1887, at one o'clock P.M.

5234

5238

Thursday June 9th 1887.

Court convened pursuant to adjournment at one o'clock P.M.
Present. Hon. John A. Price, Judge, with the same officers as heretofore.

5234 The Union Central Life Ins. Co. vs Henry N. Murine et-al.

This day came the parties and submitted this cause further to the Court whereupon the Court find that the Sheriff of this County is entitled to poundage as claimed in his return of the sale. Thereupon the Court order said poundage paid the same as the other costs were ordered paid. To all of which plaintiff and Raney & Scott except.

Whereupon the Court find that Raney and Scott own the 1st note due secured by the 2nd Mortgage by A. M. Murine to Henry N. Murine and that the holders of the 2nd and 3rd notes secured by said 2nd mortgage are duly made defendants herein and that said note first due is the better lien and entitled to all the purchase money after paying said costs and the plaintiffs said mortgage and that there is nothing left to apply on either the 2nd or 3rd of said notes. It is therefore considered ordered and adjudged by the Court that all the said proceeds of said sale after paying costs and satisfying plaintiffs said decree be applied to payment of the said 1st note in said second mortgage and all the rights of said Holders of said 2nd and 3rd notes hereand they are hereby foreclosed so far as it relates to the said land as provided by law.

5235 David Mefford et. al. vs Edward Stubblefield et. al.

This day came the plaintiffs and made proof of notice to the defendants by publication according to law to the satisfaction of the Court, Whereupon the Court being fully advised in the premises do find the allegations of the petition to be true and that plaintiffs are entitled to have their possession and title in said land in said petition described legally quieted.

It is therefore considered ordered and adjudged by the Court that the said defendants release by deed in five days their entire interest in said lands to the plaintiffs each for the part in his possession and in default thereof this decree operate as such deed of release and that the said defendants be forever enjoined from asserting or attempting to assert any claim to said land as against the plaintiffs and their assigns and that plaintiffs be and that they are here by the decree of said Court quieted in their possession and the Court order the plaintiffs to pay the costs of this proceeding taxed to $ in ten days and in default thereof that the same be collected by execution as upon judgments at law

June 9th 1887

5/5'7 S. A. Cherry
vs
A. B. Robinson et. al.

This day came on this cause to be heard on motion to confirm the virdict and enter decree. Whereupon the Court being fully advised in the premises do confirm the verdict of the Jury and do consider order and decree that said verdict be approved and confirmed and order and decree that said paper writing mentioned in said plaintiffs petition and purporting to be the last will and testament of said Jane A. Cherry is not her last valid Will but void and the same is by the Court ordered and decreed to be void and is hereby set aside and held for nought.

And it is ordered by the Court that the plaintiff pay the costs herein expended taxed to $ in ten days and in default thereof that execution issue therefor.

Lorsten Clark
5'334 vs
Calvin Falkner

This day came the plaintiff by his Attorneys and thereupon came John L. Porter one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney herein, confesses that there is due to said plaintiff from said defendant as is alleged in said plaintiffs petition, the sum of $202,37/100.

It is therefore considered that said plaintiff do recover of said defendant the said sum of $202,37 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

John M. Kaull
5'335 vs
Spencer M. Cameron

This day came the plaintiff by Kennedy and Steen his Attorneys and thereupon came D. M. Ayers one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $102,67

It is therefore considered that said plaintiff do recover of said defendant the said sum of $102,67 so as aforesaid confessed to be due, together with cost of suit herein to be taxed. And by virtue of said warrant of attorney all errors are released, and all right of appeal and all right to file a petition in error are waived. And the Court find that said note after maturity bears 8 % interest it is ordered that this Judgment draw and bear the same rate.

5225

5213

5214

5206

Jennie E. Fisher
vs
Jacob M. Fisher

This day came the parties and this cause came on to be heard upon the petition of the plaintiff and the evidence. On consideration whereof the Court finds that the plaintiff at the time of filing her petition has been a resident of the State of Ohio for more than a year next preceding the same and was at the time a bona fide resident of the State of Ohio for more than a year next preceding the same and was at the time a bona fide resident of this County of Union - and that the parties were married as in said petition set forth.

The Court finds upon the evidence adduced that the defendant has been guilty of gross neglect of duty as in said petition set forth, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said plaintiff and defendant be and the same is dissolved and both parties are released from the obligations of the same. It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of One hundred and twenty five Dollars forthwith and the same is made a lien upon the real estate of the defendant and in default of payment for ten days execution is allowed to issue therefor. It is further ordered that the plaintiff be and she is restored to her former name of Jennie E. McLaughlin.

It is further considered that the plaintiff recover of the defendant her costs herein expended taxed at $ and that defendant pay his own costs taxed at $

"For value received I hereby assign to Cameron and"
"Woodburn the full amount of the alimony awarded me in this case"
"with full power to collect and receipt and receipt for the same"
"this 9th day of June 1887."

Jennie E. Fisher now
Jennie E. McLaughlin.

5213

Joseph W. Cartmell et. al.
vs
Robert Snodgrass

This day came the parties by their attorneys and this cause came on to be heard upon the demurrer of plaintiff to the answer of Silas S. Snodgrass, was argued by counsel and submitted to the Court.

Whereupon the Court being fully advised in the premises and upon full consideration of the same do sustain the said demurrer and defendant then asked leave to July 1st next to file amended answer herein, and the Court do grant such leave.

R. L. Woodburn Adm'r &c.
vs
Robert Snodgrass

5214

This day this cause came on to be heard upon demurrer of plaintiff to the answer of Silas S. Snodgrass was argued by counsel and submitted and submitted to the Court, whereupon the Court being fully advised in the premises and upon full consideration of the same do sustain the said demurrer and defendant then asked leave to July 1st " to file amended answer herein and the Court accordingly grant such leave.

June 9th 1887

Thomas Stillings Plaintiff
5327 vs
Ed. P. Houghton et al. Defts.

This day came on to be heard a motion by Defendant to require plaintiff to file a copy of the note in this case to be attached to his petition and the Court being fully advised in the premises do overrule said motion, and defendant has leave to file an answer by the 1st day of July next.

Mayer Wile et. al.
5319 vs
J. W. Smith

On motion to the Court defendant has leave to file answer by June 20. 87.

Lizzie Allen
5300 vs
M. P. Wood and John H. Wood

Settled & cost paid.

William Lamb
5323 vs
Henry Lamb

Error.

This day this cause came on for hearing upon the petition in error and the transcript of the proceedings and Judgment of J. P. McDowell a Justice of the Peace in and for said County of Marion, on consideration whereof the Court find there is no error in said proceedings and Judgment and the said Judgment of said Justice is therefore affirmed at the cost of plaintiff in error taxed at $ and execution is awarded therefor. 5258

It is further ordered, upon request, that the Clerk of this Court certify this decision in the premises to the said Justice that the Judgment so affirmed may be enforced as if these proceedings in error had not been taken

To all of which decisions and Judgment the said plaintiff in error then and there excepted and the Court fix the amount of the supersedeas bond at $200—

Allice A. White
5132 vs
Alvilda Temple et al.

This day came the parties by their attorneys and the Jury in this case at the last term of this Court having brought in their Verdict in favor of said Will; it is therefore considered and adjudged by the Court that the said paper writing is the valid last will and testament of the said John H. Bosart deceased. Thereupon came the said Leander Bosart one of the defendants and gave notice of a motion and answer and Cross-petition to set aside the decree in the case of Sarah E. Bosart (now Harper) vs said Leander Bosart for alimony in the Court of Common Pleas at its June term thereof A. D. 1874 granting to said Sarah E. Bosart all of the rights of said Leander in the land willed to him by the above will of John H. Bosart Deceased, and it is expressly agreed and ordered by the Court that the above decree in this case to contest the will shall in no way interfere with or effect or bar any right said Leander Bosart may have to set aside the said decree for alimony under the law or contest its effect. It is therefore considered and adjudged by the Court that the defendant Sarah E. Harper recover of the plaintiff her costs herein expended, taxed to $

5336

5315

5336 R. J. Eason
vs
E. L. Hatfield & Ed
S. E. Hatfield

This day came the plaintiff by W. T. Hooper, his attorney, and thereupon came John M. Broderick one of the attorneys of Record of this Court, who, by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition the sum of $224.60 It is therefore considered that said plaintiff do recover of said defendants the said sum of $224.60 so as aforesaid confessed to be due together with costs of said herein to be taxed and with interest to be computed at the rate of eight per centum per annum, and by virtue of said Warrant of Attorney all errors are released, and all right of appeal and all right to file a petition in error are waived.

H. H. Witter et. al.
vs
5258 A. B. Witter et. al.

This day came the parties by their attorneys and this cause was submitted to the Court on the demurrer of plaintiff to the answer of defendants and the Court being fully advised in the premises do sustain said demurrer to which defendants except and on motion of defendant leave is given to them to file amended answer by July 1st Next.

Levi Longbrake
vs
5315 A. H. Brightler et al Fabian Brightler

This day came on this cause to be heard upon the petition filed herein by the plaintiff, no one appearing for the defendants, either by answer or demurrer.

Thereupon it is considered by the Court that the allegations of the petition are true and that there is due from the defendants to the plaintiff as is alleged in the petition the sum of $349.92 with 8% interest from the 5th day of December 1886 making a total due this day June 9, 1887, of $362.92 and costs of suit taxed at $

It is therefore considered ordered and adjudged by the Court that the plaintiff recover of the defendants said sum of Three hundred sixty three and 92/100 Dollars ($363.92) Six dollars and interest due as aforesaid and also his costs in this behalf expended taxed to $ and that the judgment bear interest at 8% from this date until paid,

The Court further find that said Fabian Brightler is surety for A. H. Brightler and order that execution issue accordingly,

3767 Cyrus Moore.
vs
Wright Harriman and
S. S. Robertson.

The Jury in this case having on a former day of this term rendered their verdict in favor of the plaintiff and assessed his damages at $0-05 (five cents) and a motion for a new trial having been made: it is therefore considered ordered and adjudged by the Court that the plaintiff recover of the defendants said sum of 5¢ together with his costs herein expended taxed at $ and that defendants pay their own costs herein expended taxed at $ for all of which execution is awarded.

4921 Martha W. Watkins Plaintiff
vs
Andrew Schoulgen Defendant

This cause is this day settled by agreement of parties on the following terms, The damage claim of plaintiff is secured by the defendant and the plaintiff is to pay one third of the costs in this case which accrued previous to the issuing of the writ of damage and the defendant is to pay all the residue of the costs of any description in this case. It is therefore ordered adjudged and decreed by the Court that the plaintiff pay one third part of the costs which accrued before issuing of the writ of damage and that the defendant pay all the residue of the costs to be taxed by the Clerk, that said costs be paid within 20 days from the entry of this decree and in default of such payment that execution issue therefor. No record to be made.

5071 George M. Pickard
vs
Uriah Cahill et. al.

This day this cause came on to be heard upon the demurrer of the defendants D. B. Sanford, Samuel Fralick, S. M. Pugh, and Abram Turner to the petition of the plaintiff filed herein and was argued by counsel. On consideration whereof and the Court being advised in the premises finds that said demurrer is not well taken and therefore overrules the same, To which ruling of the Court said defendants at the time excepted and leave was given said defendants until Aug 16, 1887 to further plead.

5071 George M. Pickard
vs
Uriah Cahill et. al.

This day this cause came on to be heard upon the demurrer of the defendants D. B. Sanford, Samuel Fralick, S. M. Pugh and Abram Turner to the answers filed herein by the Commissioners, Auditor & Treasurer of Union County, Ohio, and was argued by counsel. On consideration whereof and the Court being fully advised in the premises finds that said demurrer is not well taken and therefore overrules the same to which ruling said defendants excepted and said defendants were given leave to further plead until August 16th 1887.

5276

5279

5279

June 9th A. D. 1887.

William N. Robinson et. al.
vs
5226 Nathan Howard et. al.

This day this cause came on to be heard upon the demurrer of the defendants to the petition of the plaintiffs and was argued by counsel: On consideration whereof and the Court being fully advised in the premises finds that said demurrer is not well taken and therefor overrules the same, to which ruling defendants excepted and leave was given to defendants to file answer until Sept. 1st. 1887.

Ann Fogarty
vs
5279 Charles Phellis, survivor &c.

This day this cause came on to be heard upon the demurrer of the defendant to the petition of the plaintiff and was argued by counsel: On consideration whereof and the Court being fully advised in the premises finds that said demurrer is not well taken and therefor overrules the same to which ruling and decision of the Court the defendant then and there and at the time excepted, and on motion leave was given to defendant to file his answer instanter.

Ann Fogarty
vs
5279. Charles Phellis &c.

This day this cause came on to be heard upon the demurrer of the plaintiff to the answer of the defendant and was argued by counsel. On consideration whereof and the Court being fully advised in the premises finds that said demurrer is well taken and therefor sustains the same, to which ruling and decision of the Court the said defendant then and there and at the time excepted, and the said defendant not desiring to amend his answer or further plead, the Court on hearing finds that all the facts stated in plaintiffs petition are true, and that the plaintiff is entitled to have said premises described in her petition sold to satisfy said judgment of $486.00 with interest thereon from said 2nd day of March 1887 and the costs in said cause No. 5044. It is therefore considered and adjudged that unless the defendant pay to said plaintiff said sum and interest as aforesaid and to the Clerk the costs of said cause No. 5044 together with costs herein within five days from the entry hereof, that an order issue to the Sheriff of Union County, Ohio, commanding him to cause said premises to be appraised advertised and sold according to law and that he bring the proceeds into Court for further orders.
To all of which rulings decisions and judgments of the Court the defendant then and there and at the time excepted.

June 9th 1887.

5333 J. Dillingham & Co.
vs
R. N. White and
Henry Evans

This day came the plaintiff by Foster and Foster Attorneys and thereupon came Jas S. McCampbell one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, dated this issueing and service of process, and entered appearance of said defendants herein and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition, the sum of $1,002.41 It is therefore considered that said plaintiff do recover of said defendants the said sum of $1,002.41 as aforesaid confessed & due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per Annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Thomas H. Preston
5301 vs
David Milford et. al.

This day this cause coming on to be heard on the demurrer of defendants to the petition and the same was argued by counsel and submitted, On consideration whereof the Court do overrule said demurrer To which defendants excepted and on motion of defendant leave is granted them to file answer by June 20th 87.

5316

Martha W. Watkins
4962 vs
Thomas C. Moore
Case settled - Plff to pay costs - No record

5/0

Martha W. Watkins
4939 vs
Jacob Lampsh
Case settled - Plff to pay costs - No record.

John P. Shisler
5049 vs
Newton Lingrell

The jury in this case having brought in their verdict on a former day of this term of Court in favor of the plaintiff and assess his damages due from the defendant at $175.00 and no motion for a new trial having been made, it is therefore considered by the Court that plaintiff recover of said defendant said sum of $175.00 together with his costs herein expended taxed to $ and it is ordered that defendant pay his own costs, for all of which execution is awarded.

adjudged

5298

Levi Adams

5298 vs

Mary A. Adams

This day came this cause on to be heard upon the petition of the plaintiff and the evidence. On consideration whereof the Court being fully advised in the premises does find that the plaintiffs residence is truly stated in said petition. The Court finds that the parties were married as stated in said petition and that said petition correctly states the facts in regard to the children of the parties.

The Court finds that the defendant has been guilty of adultery as charged in said petition and that by reason thereof the plaintiff is entitled to a divorce and the custody of said children.

It is therefore adjudged and decreed by the Court that the marriage relation heretofore existing between the said parties be and the same is hereby dissolved and both parties are released from the obligations of the same. The Court further order that the care and custody of said children be and the same is given to plaintiff with leave to defendant to visit them at reasonable times.

Levi Longbrake

5316 vs

Frank C. Ferris & Emma Ferris et. al.

This cause came on for hearing and a jury being waived was submitted to the Court upon the pleadings and evidence, on consideration whereof the Court find on the issue joined for the plaintiff and that there is due plaintiff as in his petition he has alleged the sum of $326,00 at this date June 9th 1887 and that the same bears
8% interest from this date until paid, and that the same is a prior and better lien than any other - being for purchase money of the property in the petition described. That the defendants Frank C. Ferris and Emma Ferris his wife executed and delivered his mortgage deed in the petition described and as therein set forth and upon the premises described in the petition that said Mortgage was duly recorded in Book Page of the records of Mortgages of Union County and is the first and best lien on the premises described in the petition. The Court further find that the conditions in said mortgage has been broken, that the same has become absolute and that the plaintiff is thereby entitled to have the same foreclosed. It is therefor considered and decreed that unless the said defendants shall within 3 days from the entry of this decree, pay or cause to be paid, to the Clerk of this Court the costs in this case and to said plaintiff the sum of $326,00 with interest at 8% from the 9th day of June 1887 according to the terms of said Mortgage deed and that said premises shall be sold, and for this purpose an order of sale shall issue therefor to the Sheriff of Union County Ohio, directing him to appraise advertise and sell the premises in the petition described according to law and bring the proceeds into this Court for further orders.

June 9th 1887.

5241. Joseph M. Kennedy
vs
Marion Hopkins and
J. D. Burgner.

This day this cause came on to be heard upon the demurrer of the defendants to the petition of the plaintiff and the Court being fully advised in the premises do find for and sustain said demurrer to which ruling and judgment of the Court the plaintiff excepts. Thereupon said plaintiff took leave to amend his petition by striking therefrom the name of John D. Burgner and that part of said petition relating thereto, to which amended petition said defendant demurred which demurrer was sustained by the Court. To all of which ruling of the Court the plaintiff excepts and asks that the same be made a part of the record of this case. It is thereupon considered by the Court that the defendants go hence without day and recover their costs of the plaintiff. To all of which judgment the plaintiff excepts.

The Union Central Life Ins. Co.
vs
Henry N. Aurice et. al.

Now comes the plaintiff and Raney and Scott, and present to the Court their certain bill of exceptions herein which the Court find to be true, is allowed, signed, and sealed, and on motion, is hereby made a part of the record of this case.

John Gibson Admr of
Robert B. Smith Dcased
4941 vs
Wm B. Smith, Eva J. Smith, Josie Smith
Margaret Smith, Union Central Life Ins. Company,
The Enterprise Building and Loan Association Sarah Evans,
Rachel J. Reany Executrix of the will of Cornelia A. Taylor Dcased,
The Indiana Yearly Meeting of the Religious Society of Friends, Caleb Harsh

This cause now coming on to be heard on the return of John Gibson Administrator of Robert B. Smith deceased, of his proceedings and the sale of the 82/2 acres, first tract in the petition described, under the order of this Court, the Court after having carefully examined said return being satisfied that said sale has in all respects been legally made does hereby approve and confirm the same and order that the said John Gibson as such Administrator make to the purchaser James A. McAllister a good and sufficient deed for the premises so sold, and the said purchaser is hereby subrogated to all the rights of the lien holders so far as they may be paid herein for the protection of his title.

And the Court coming now to distribute the proceeds of said sale consisting of cash amounting to $771.95 and two notes amounting $770 each one and two years respectively from April 28th 1887 with interest from date, now in the hands of said John Gibson Admr, order that he pay out of said cash proceeds of said sale,

First: the sum of $161.43 of the costs of this suit No. 4941, including $13.16 as

the charges and expenses due said Administrator in respect to said tract of 82½ acres of land, taxed at $484.30

Second; To the Treasurer of Union Co. O, $93.22 being the taxes, penalty & assessments due on said land.

Third; The Court find that the decree on the Mortgage to the Union Central Life Insurance Company set up in its answer and cross-petition is the first and best lien on the premises sold, and that there is due thereon the sum of $1749.17 with interest at 8% from May 16-1885 to-wit: the sum of $2.029.00 It is therupon ordered that the said administrator plaintiff payment, to the said Union Central Life Insurance Company, the residue being $517.24 of said cash proceeds after the prior payments, and pay to the said Insurance Company out of the avails of said two notes for the deferred payments on said sale as the same are respectively collected the balance due on said decree being $1511.76 with int. thereon from May 16th 1887 at 8 per cent.

Fourth; The Court find that the mortgage to the Enterprise Building and Loan Association set up in its answer and cross-petition herein on the said 82½ acres sold, is the second best lien thereon; and that there is due thereon the sum of $486.76

It is therefore ordered that the said John Gibson payment to the said Enterprise Building and Loan Association the residue of the avails of said two notes for deferred payments when collected.

Fifth; And the Court coming now to distribute the remainder undistributed now in the hands of said John Gibson, of the proceeds of the 119 acres described in his petition and heretofore sold in this action, said remainder being $700.52 order that he pay first out of said proceeds the sum of $327.16 of the costs of this suit including $276.34 as charges due said Administrator herein in respect to said tract of land, taxed at $484.30 as aforesaid

Second; That he pay the remainder of said proceeds of said 119 acres being $377.66 to the Enterprise Building and Loan Association on the mortgage indebtedness to it, set up in its answer and cross-petition herein, upon which mortgage the Court find there is due the sum of $921.35 which is the second best lien on said 119 acres.

It is further ordered that the Clerk cause the cancellation of the mortgage to W. D. Smith, hereinbefore ordered to be cancelled, to be entered on the record thereof.

In Vacation.

William H. Lamb } Before the Probate Court.
vs } Motion for a temporary injunction
Henry Lamb } in the Court of Common Pleas, Union Co. O. 5349

And now on this Twentieth day of June 1887 came the plaintiff by Cameron and Woodburn and Broderick and McCampbell his attorneys; and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of plaintiff for a temporary Injunction came on and was heard upon the petition of the plaintiff William H. Lamb therein filed, and after hearing the argument of counsel and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case, to restrain the said defendant Henry Lamb from proceeding with his case in forcible detention against said William H. Lamb, plaintiff, before Esqr. Francis H. Riley of Washington Township, Franklin County, Ohio, or from having a Writ of restitution issued by Esqr. J. P. McDowell of Jerome Town=-ship, Union County, Ohio, in a certain cause heretofore heard & determined by said Esqr. J. P. McDowell which said case was afterward affirmed on Error in the Court of Common Pleas of Union County Ohio and from interfering in any manner with the possession, use or occupancy of said William H. Lamb of the premises mentioned in said plaintiffs petition until further order of the said Court of Common Pleas, or other statutory authority in the premises, as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed "injunction allowed" on said plaintiff giving an undertaking to said defendant conditioned ac=-cording to law with security to be accepted by the said Clerk of the Court of Common Pleas in the sum of $200.— (Seal)

John B. Coats. Probate Judge.

In Vacation

5349 Michael O'Brien vs. E. O. Lincoln & Co. — Order of Injunction

Before the Probate Judge. Motion for Temporary Injunction in the Court of Common Pleas, Union County, Ohio.

And now, on this 9th day of July 1887, came the plaintiff by J. M. Kennedy his attorney; and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff Michael O'Brien and the papers therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be and the same hereby is allowed in this case to restrain the said defendant - E. O. Lincoln & Co from taking confirmation of the sale of certain real estate of the plaintiff sold on execution levied on at the suit of E. O. Lincoln & others vs. E. P. Houghton and Michael O'Brien Union County Court of Common Pleas, Ohio: said real estate being fully described in the execution levied on said real estate as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed on said plaintiff, giving an undertaking to the said defendants, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of $100 00

John B. Coats, Probate Judge

Monday, July 11th A. D. 1887.

Court convened pursuant to adjournment at one o'clock P. M.
Present Hon. John K. Price Judge and the same officers as heretofore.

Martin Mitzell,
5'957 vs
Edward R Haughton.

This day came the plaintiff by Brodrick & McCampbell his attorneys and thereupon came D. B. Fulton one of the Attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said defendant herein, and by virtue of the same warrant of attorney confessed that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $518 43/100. It is therefore considered that said plaintiff do recover of said defendant the said sum of $518.43 so aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

R. L. Woodburn et. al.
3707 vs
A. C. Pierson et. al.
and George Holland.

This day came on this cause to be heard on motion of the plaintiffs to confirm sale and on motion of Leopold Hayman and Frank J. Darcey to set aside said sale for reasons stated in their motion in writing. Whereupon the Court being fully advised in the premises do find that said proceedings have been regular and lawful and that the said sale should be confirmed. It is therefore considered and adjudged by the Court that said motion to set aside said sale be and it is overruled and said motion to confirm is sustained.

Thereupon it is considered and ordered by the Court that said sale be and it is confirmed and the Sheriff of Knox County Ohio is ordered to execute and deliver to said purchaser a deed in fee simple for said lots so sold in this case conveying to them the interest of all of said parties and said Hayman and Darcy in said Lots.

And the Court order that out of said proceeds of said sale the costs herein made against George Holland be first paid and then the tax due on said Lots and that the balance be applied on the plaintiffs said Judgment against George Holland.

To all of which said Hayman and Darcey except.

H. H. Witter et. al.
5268 vs
A. B. Witter et al
J. M. Saunders

Leave granted to Susan Witter defendant to file answer by Aug. 1st 1887.

5307 vs
S. V. R. Young

Leave is given plaintiff to file petition by August 1st 1887.

5'338

5'301

5'313

5'150

5'219

5338 William H. Lamb
vs
Henry Lamb

This day this cause came on to be heard on motion of defendant to require the plaintiff to increase the amount of the Injunction Undertaking executed by the plaintiff to defendant in this case, and the Court being fully advised in the premises do sustain said motion and the plaintiff is ordered to execute a new undertaking to defendant with surety to the approval of the Clerk in the sum of $500.00 said undertaking to be in place and stead of the undertaking now on file in this case - said Undertaking of $500.00 to be filed by the 1st day of August inst, and it is further ordered that in case said undertaking is not so executed and filed by said time, that the Injunction issued, and allowed in this case be, and the same is hereby ordered to stand dissolved

Thomas H. Preston
5301 vs
David Mulford et.al.

This day came the plaintiff and moved the Court to strike from the files the defendants answer which is overruled and on application of defendant of defendant David Mulford his answer is today filed and the cause continued to all of which the plaintiff excepts,

John K. Mc Intire & Co.
vs
Hylas S. Whelpley

On motion of the said John K. Mc Intire & Co. it is ordered that the said Hylas S. Whelpley show cause by the first day of the next term of said Court of Common Pleas why the Judgment heretofore recovered in this Court at its May Term A.D. 1887 by the said John K. Mc Intire & Co. against the said Hylas S. Whelpley for $476.00 debt and $4.26 costs of suit should not be revived.

Dougherty and Wilching
5313 vs
J. M. Sanders

Leave to defendant to answer by Sept. 1st 1887.

Mary Davis
5160 vs
C. N. Burgoon

Leave given to defendant to answer by Sept. 1st 1887.

Mayer Wile and Herman Wile
5219 vs
J. W. Smith

And now came the plaintiffs by their attorneys and submitted to the Court the petition and evidence and the answer of the defendant in this case And thereupon the Court find that the first, second, third and fifth causes of action in said petition set forth are not put in issue by said answer but that as to them the defendant is in default for plea and that he is indebted to plaintiffs upon the same in the sum of Three hundred and twelve and 46/100 Dollars including interest to this date July 11 1887.

It is therefore considered that the plaintiff recover from the defendant the sum of $312.46 so found due together with his costs in that behalf expended and as to the fourth cause of action this cause is continued.

July 11th 1887.

5231 Ida M. Bidwell et. al.
vs
Cicero Kent et. al.

Now comes the plaintiff herein by her attorney and her petition thereupon coming on to be heard the Court find that all of the defendants hoon had due legal notice of the pendency and demand of the said petition and that they are in default for answer and demurrer, and that the said petition is thereby confessed by them to be true.

Thereupon the Court find that the said Maranda Kent Widow is entitled to Dower in the premises described in the petition and that subject thereto the said plaintiff Ida M. Bidwell is seized of and has a legal right to the undivided one eighth part of the estate described in the petition and is entitled to hoor partition made of said premises that the defendants are tenants in Common with the said plaintiff in the said premises in the following proportions to wit= That subject to the dower of said Miranda Kent the said Cicero Kent is seized of and has a legal right to the undivided one fourth part thereof,
And that the said Lucinda Parlow to the undivided one fourth part thereof,
and the said Frank Kent to the undivided one eighth part thereof,
and the said Don Kent to the undivided one eighth part thereof,
and the said Lulu Kent to the undivided one eighth part thereof, and no reason appearing why partition should not be made.

It is therefore ordered adjudged and decreed that the said Miranda Kent be endowed of the full equal one third part of said premises and that subject thereto partition of said estate be made, and that an order issue the Sheriff of said County of Union Commanding him that by the oaths of William Goff, Joseph P. Martin and G. M. Mitchell three judicious and disinterested freeholders of the vicinity who are not akin to either party and who are hereby appointed Commissioners for that purpose he set off and assign dower to the said Miranda Kent according to law and that by the like oaths of the said named Commissioners he cause to be set off and divided to the said plaintiff and to each of the other defendants the part and proportions of the said estate to which they are herein before severally found entitled,
And of his proceedings herein the said Sheriff is ordered to make due return thereof without unnecessary delay.

5327

740

Cl

Thomas Stillings

5327 vs

Edward P Houghton
Jeanette Houghton
and O. E. Lincoln

This day came the plaintiff herein and the defendants bring in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true; that the defendants Edward P. Houghton and Jeanette Houghton his wife executed and delivered to plaintiff Thomas Stillings and defendant O. E. Lincoln and on the premises therein described; that said Mortgage was duly recorded in Book 22 page 247 of the Records of Mortgages of Union County, Ohio, and is the first and best lien on the premises described in the petition. That afterward said Mortgage and the One thousand Dollar note secured thereby were duly assigned by said O. E. Lincoln to said Thomas Stillings, and that said Thomas Stillings was at the commencement of this action the bona fide owner and holder of said note and mortgage with all the rights of said O. E. Lincoln as to the security of said One thousand dollar note. The Court further find that the condition of defeasance in said mortgage has been broken and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed and that there is due from the said defendant Edward P. Houghton on said Mortgage and note set forth in the petition the sum of $1166.22 including interest to July 13th 1887.

It is therefore considered and decreed that unless the said defendant shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case, and to said plaintiff the sum of $1000.00 with interest @ 8% per annum from the 15th day of June 1885 to which date the interest has been paid according to the terms of said mortgage deed viz: the sum of $1166.27 the defendants equity of redemption be foreclosed, and said premises shall be sold, and an order of sale therefor shall issue to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order. And leave is hereby granted to the defendant O. E. Lincoln and also to O. E. Lincoln & Co, and to Martin Witzel to file answers by Sept. 1st 1887 and this cause is continued to the next term hereof.

The State of Ohio

740 vs } Indictment for Bigamy.

M. Y. Rogers

Cd The Court this day allows and orders to be paid to R. L. Woodburn Esq the sum of $25.00 for his services herein

July 11th 1887.

5297 Nelson B. Johnson Pltff
vs
Thomas B. Stone Defl

On motion of plaintiff and on producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court it ordered that the said proceedings and sale be and they are hereby approved and confirmed and it is further ordered that the said Sheriff convey to the purchaser N. B. Johnson by deed according to law the property so sold and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County.

And the Court coming now to distribute the proceeds of said sale amounting to $ it is ordered that the Sheriff out of the money in his hands pay First. To the Treasurer of this County the taxes penalty and interest against said property, to-wit; the sum of $32 37/100
Secondly. The costs of this action taxed at $44 95/100
Thirdly. To the plaintiff Nelson B. Johnson the amount herein before found due him with interest, to-wit the sum of $

A. D. Carpenter
vs
5107 William Whitley et al.

This day this cause came on to be heard upon motion of the plaintiff to confirm the sale by Sheriff of the lands described in the plaintiffs petition filed herein and upon producing in Court the return of the Sheriff and the Court being fully advised in the premises and it appearing to the Court that said proceedings and sale had been in all respects according to the requirements of the law and according to the order and direction of the Court heretofore made, it is ordered and adjudged that said sale be and the same is hereby confirmed and the Sheriff is hereby ordered to execute according to law a good and sufficient deed of said premises to the purchaser J. D. Carr, upon the full payment of the purchase price thereof to him by said purchaser.

And the Court coming now to the distribution of the funds in the hands of the Sheriff arising from the sale of said premises- it is ordered and adjudged that out of said funds the Sheriff pay first the costs of this action taxed at $ Second, that share of the costs in the action in partition in this Court No. 4812 wherein Julia A. Chapman et. al. were plaintiffs and said William Whitley, Jasan S. Chapman et. al. were defendants in which the lands described in plaintiffs petition in this case were set off jointly to the said William Whitley and Jasan S. Chapman that was taxed by the Court in said partition suit to said parties to said action William Whitley and Jasan S. Chapman, to-wit; $47.00 (To this second order in the distribution of said funds

5265

5324

the Defft P. E. Barnes excepts). Third. To A. J. Whitney assignee of A. T. Carpenter the plaintiffs claim in full including interest thereon @ 8% to date, To wit: $516— Fourth. The residue remaining to the defendant P. E. Barnes on his claim set up in his cross-petition to wit: $ And it further appearing to the Court that the conditions and stipulations of said mortgage deed in said petition described conveyed the issues rents and profits of said premises and that there are growing crops upon said land and other rents due from various persons for use of said lands, it is therefore ordered by the Court that M. Hopkins Sheriff of said County be and he is hereby appointed Receiver, authorized and empowered to take charge of and collect said rents, and convert the same to money or do therewith whatever is necessary in the premises to care for and preserve the same and pay the same or the proceeds thereof to said defendant P. E. Barnes until his said claim is paid in full and that he bring any residue thereof into Court for further orders.

C 4

The Court this day allows and orders paid to M. Hopkins Sheriff the following bill,

For serving 8 Witnesses before Grand Jury May Term 1887	,80
" Making 8 Copies of subpoena	80
" 50 Miles travel	4.00
" serving Venire for petit Jury	4.50
" " " " grand "	4.50
" attending Court 12 days in person	24.00
" " " by A. N. Goodwin Deputy	24.00
Total =	$62.60

Attest,
J. D. Burgner, Clerk.

L. A. Kilburry et. al. vs E. J. Bosa et. al. } 5265

This cause is settled by agreement of parties and defendants is to pay all cost including a counsel fee of $5.00 to Broderick & McCampbell attys for M. Hopkins as Trustee &c,

William Jolliff Jr. vs Geo. M. Warner et. al. } 5324

It appearing that the defendant Marian Warner is a minor under the age of 14 years, and has been duly served with summons herein, on motion of plaintiff James S. McCampbell is hereby appointed guardian for the suit, for said Minor defendant. And now comes the said James S. McCampbell and in open Court accepts said appointment and files his answer herein,

5'254

M. Hopkins Sheriff &c,
E. J. Bose 1/2 et. al.

This day this cause came on for hearing on motion of the plaintiff to confirm the sale heretofore made herein and on his producing the return of the Sheriff of said sale and the Court on examination thereof finding that said sale has been made in all respects in conformity to law and the former order of this Court.

It is therefore considered and ordered by said Court that said sale be, and the same hereby is approved and confirmed and said Sheriff is ordered by deed duly executed to convey said premises described in plaintiffs petition to the purchaser N. H. Green.

And the Court coming now to distribute the proceeds of said sale amounting to $600.— it is ordered that the Sheriff out of the money in his hands pay; First. To the Treasurer of Union County Ohio the taxes due on said land amounting to $ Second. To the Clerk of this Court the costs herein amounting to $
Third. To Brodrick and McCampbell Attys for plaintiff Fifteen Dollars
Fourth, To the said plaintiff the judgment heretofore rendered herein with the interest thereon to the day of sale, amounting to the sum of $247.05 and also the amount of said second note in plaintiffs petition described with interest thereon to the day of sale amounting to $246.65 and 5207
Fifth. The residue thereof amounting to $ to said defendant E. J. Bose,

5'324

The Marysville Savings B. & L. Association

S. S. Breese 1/2 et. al,

This day this cause came on to be heard on the petition and said defendant still bring in default for answer and demurrer to said petition the Court find that the allegations therein contained are confessed by them to be true. 4901

The Court further find that said defendants have failed to pay to the plaintiff the weekly instalments of due and the interest as in the petition set forth and that there is due to said plaintiff as dues to the date of this decree July 11th 1887 the sum of $56.50 for premiums the sum of $4.21 and for interest the sum of $30.59 making in all $136.30

The Court further find that in order to secure the regular payment of said dues and other instalments as well as those hereafter to become due, the said S. S. Breese and L. E. Breese, his wife executed and delivered to said plaintiff their certain mortgage deed in the petition described and on the premises therein described; that said mortgage was duly recorded in Book 19 page 612 of the Records of Mortgages of Union County, Ohio, and that the same is the first lien on the premises described in the petition.

It is therefore considered by the Court that unless the said defendants shall within three days from the entry hereof, pay or cause to be paid to said plaintiff the said sum of $136.30 so found due, and to the Clerk of this Court the costs herein taxed to $ the defendants equity of redemption be foreclosed and said premises shall be sold, and an order of sale shall issued therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

July 11th A. D. 1887

5324 William Jolliff Jr. vs Geo. M. Warner et. al.

This day this cause came on to be heard upon the petition of the plaintiff and the answer of the Guardian ad-litem of Marion Warner and the evidence and was argued by counsel, the other defendants, though duly served with a summons herein, having failed to answer, demur or otherwise object to plaintiffs petition, but made default, on consideration whereof and the Court and the Court being fully advised in the premises finds that all the allegations of plaintiffs petition are true, and that there is now due and owing to the plaintiff from the defendants by reason of the note and mortgage described in the said petition, interest being computed to the first day of the present term of this Court, the sum of $221,73

It is therefore considered and adjudged by the Court that unless the defendants pay or cause to be paid to plaintiff the amount found due as aforesaid, and to the Clerk of this Court the costs herein within five days from the entry hereof that an order issue to the Sheriff of this County commanding him to cause the said premises in the petition described to be appraised, advertised, and sold, according to law and that he bring the proceeds into Court to await further order.

5207 B. R. Sudduth vs L. F. McElroy

And now comes the plaintiff by his attorneys and the defendant being in default for answer or demurrer the Court finds that the allegations of the petition are confessed by him to be true.

It is therefore considered by the Court that the said plaintiff recover from said defendant the said sum of $14,65 and his cost herein expended.

4901 Edward Chovoux vs Sarah Chovoux

This day this cause came on to be heard upon the answer and cross-petition of the defendant the petition of plaintiff being dismissed for want of prosecution and the Court being fully advised in the premises does find as follows;

That the said parties were married as alleged in plaintiffs petition.

That said plaintiff has been guilty of gross neglect of duty as charged in the cross-petition of the defendant.

It is therefore ordered and adjudged by the Court that the parties be divorced and the marriage relation heretofore existing between the parties be dissolved and held for naught and that said defendant have the care, custody and control of Jennie Chovoux her child and recover her costs herein taxed at $-

July 11th 1857.

5224 R. S. Woolburn Admr &c. vs Robert Snodgrass and Silas Snodgrass

This day came the parties and by consent the continuance is opened up and the said Silas Snodgrass withdraws his request to file amended answer and submits the cause to the Court whereupon the Court sustain the demurrer to the answer of Silas Snodgrass to which he excepts and he not desiring to plead further it is considered ordered and decreed by the Court that unless the said Robert Snodgrass pay within 20 days the amount of the judgment and costs and interest rendered herein against him in the plaintiffs favor that an order of sale issue on plaintiffs application to the Clerk commanding the Sheriff to appraise, advertise and sell clear of any claim of Silas Snodgrass the interest which said Robert Snodgrass received by virtue of the will of George Snodgrass in the real estate described in the Sheriffs returned to the writ of attachment in this case and which is described in the said answer of Silas Snodgrass which interest the Court find to be one undivided sixth thereof after a legacy of fifty dollars shall be deducted from the whole thereof and after two hundred dollars shall be deducted from said one sixth which interest shall be sold clear of any pretended claim of said Silas Snodgrass and be applied so far as need be to the satisfaction of the said judgment & costs and the balance brought into Court for further distribution.

To all of which findings and orders and judgment and ruling of the Court the said Silas Snodgrass excepts.

5372

L. F. Kelsey vs Charles S. Kelsey et. al. 4988

And now this cause coming on for hearing upon the pleadings and evidence was submitted to the Court without intervention of jury; on consideration whereof the Court find on the issue joined for the plaintiff and that the defendant Charles S. Kelsey and Catherine Smart are indebted to the plaintiff L. F. Kelsey in the sum of four hundred three and 67/100 Dollars ($403 67/100).

It is therefore considered by the Court that said L. F. Kelsey recover from the defendants Charles S. Kelsey and Catherine Smart the said sum of $403 67 with interest at right percent per annum from May 6th A. D. 1857 and his costs herein expended taxed to $ It is further ordered that the judgment for said sum of $403 67/100 with the interest thereon be and the same is hereby made a lien on the property of said defendant from the date of former judgment in this case rendered and which said judgment was on motion of defendants opened up to grant leave to defendant Catherine Smart to answer And it is further considered ordered and adjudged that sale of property real or personal on said judgment be stayed so far as said defendant Catherine Smart is concerned for and during the natural life of the said Catherine Smart but the lien of the judgment shall by the agreement of the parties remain the same as if execution were issued thereon.

8223 Joseph H. Cartmell et. al.
vs
Robert Snodgrass and
Silas Snodgrass

This day came the parties and by consent the continuance is opened up and the said Silas Snadgrass withdraws his request to file amended answer and submits the cause to the Court. Whereupon the Court sustain the demurrer to the answer of Silas Snodgrass to which he excepts and he not desiring to plead further it is considered ordered and decreed by the Court that unless the said Robert Snadgrass pay within thirty days the amount of the judgment and costs and interest rendered herein against him in the plaintiffs favor that an order of sale issue on plaintiffs application to the Clerk, commanding the Sheriff to appraise, advertise and sell clear of any claim of Silas Snadgrass the interest which said Robert Snadgrass received by virtue of the will of George Snodgrass in the real estate described in the Sheriffs return to the writ of attachment in this case and which is described in said answer of Silas Snadgrass which interest the Court find to be one undivided sixth thereof after a legacy of Fifty Dollars shall be deducted from the whole thereof and after two hundred dollars shall be deducted from said one sixth - which interest shall be sold clear of any pretended claim of said Silas Snadgrass and be applied so far as need be to the satisfaction of the said judgment and costs and the balance brought into Court for further distribution. To all of which findings, and orders, and judgments and pridings of the Court the said Silas Snadgrass excepts.

George Biddle
vs
Thomas T. Grindle et. al.

8322 Now comes the plaintiff herein by his attorneys and the defendants Thomas T. Grindle & Lizzie L. Grindle bring in default for answer and demurrer to the petition the Court find that the allegations therein made are confessed by them to be true and that there is due plaintiff from said Thomas T. Grindle & Lizzie L. Grindle on said note the said sum of $153.10 It is therefor considered by the Court that the plaintiff recover of the defendants Thomas T. Grindle and Lizzie L. Grindle the said sum of $153.10 and interest thereon at 8% from July 11th 1887 and his costs herein expended taxed to $ The Court also find that the defendants Thomas T. Grindle and Lizzie L. Grindle executed and delivered to Godman & Thornhill their mortgage deed in the petition described on the premises therein described and that said mortgage was duly recorded in Book 21 page 412 of the records of Mortgages of Union County Ohio and is the first and best lien on the premises described in the petition.

The Court further find that the condition of defeasance in said mortgage has been broken and that the plaintiff is the legal owner and holder of said mortgage and is entitled to have the defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless the said defendants shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the said plaintiff the said sum of $153.10 with 8 % int. from the 11th day of July 1887 according to the terms of said mortgage the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Monday July 11th 1887

6274 James K. Johnson
vs
William Johnson

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court and the Court being satisfied on examination that the same has been had in all respects according to law the said proceedings and sale are hereby approved and confirmed and the Sheriff is ordered by deed duly executed to convey said premises to the purchaser in fee simple.

It is further ordered that out of the proceeds of said sale the Sheriff pay
First. To the Treasurer of Union County Dollars being taxes and penalty due
Secondly. To the Clerk of this Court the costs of this action including a counsel fee of sixty eight and 50/100 Dollars to Cannon & Hudson for their services herein taxed.
Thirdly. Of the residue he pay to William Johnson, Alford Johnson, Elizabeth Crowder and Mary Snyder each one ninth of the money and note for deferred payments, which notes shall bear interest from July 11th 1887.

The Court find that Sarah M. Johnson, Nancy J. Willis, Kate Johnson and James K. Johnson have entered into an arrangement in writing (which is filed herein and ordered to be recorded) agreeing to take their interest in land, the Court so order and the said purchaser is directed to convey to each of them their interest in land to-wit=
To James K. Johnson 2/9 and to Kate Johnson, Sarah M. Johnson and Nancy J. Willis each 1/9.

6310

The Marysville Savings Building and Loan Association Leo.
vs
5310 Mary A. Winkler

On Motion of the plaintiff and on its producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser William S. Smith by deed in fee simple the land and tenements so sold; and the said purchaser is hereby subrogated to all the rights of the said lien holders, in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to Five hundred and Twenty five dollars, it is ordered that the Sheriff, out of the money in his hands, pay 1st the costs of this action taxed at $36.00 And the Court find that the present value of the mortgage held by said plaintiff amounts to the sum of $485.00 and that said sum is the first and best lien upon the interest of the defendant in the said premises, it is therefore ordered that the said Sheriff pay 2nd To the said plaintiff the remainder of said proceeds $489.00 to apply on said indebtedness above named.

All causes, motions and orders not otherwise disposed of are hereby continued and thereupon this Court is adjourned without day.

Attest, John D. Burgner, Clerk.

The State of Ohio, }
Marion County, ss. } It is hereby duly certified that I have appointed Nellie Roney as Deputy Clerk of the Court of Common Pleas of said County
John D. Burgner Clerk.

The above appointment is approved.
John A. Price, Judge of Court of Common Pleas

Thereupon appeared the said Nellie Roney and took the oath of office before me as required by Law
John D. Burgner, Clerk

5356 Anthony M. Hawkins
vs
Horatio N. P. Dole

And now this cause came on to be heard upon the motion of the Plaintiff for the appointment of a Receiver herein. And thereupon the Court find that the partnership existing between the parties to this action is one dissolvable and that the defendant is neglecting the business of the firm whereby there is danger of the property of said firm being lost and that it would cause great loss to close the Hotel property in the petition described and that the plaintiff is entitled to the appointment of a receiver.

It is therefor ordered that Adam W. Robinson be and he is hereby appointed receiver of all debts, property, equitable interest and things belonging to said firm, that said Receiver upon being duly qualified proceed to collect the assets of the firm and to wind up its affairs pay debts out of said assets and it is further ordered that said Receiver be and he is ordered and directed to continue the business of said firm until the first day of Nov. next unless sooner he can dispose of said partnership property at a fair price he keeping a strict account of his doings in the premises.

And the said parties here and all other persons having any of said property in or under their control are hereby ordered to deliver the same and all persons owing money belonging to said firm are hereby directed to pay over the same to the said Adam W. Robinson as such Receiver on his demand. And it is further ordered that upon entering upon his duties such receiver execute to the plaintiff and defendant an undertaking conditioned according to law in the sum of $4,000.00

John A. Price Judge of the
Court of Common Pleas.

And now came the said Adam W. Robinson and presented his undertaking with Morgan Savage as surety to the approval of the Clerk of the Court and was duly sworn as such receiver. this 8th day of Aug. 1887. Attest John L. Burgner Clerk.

5369

In Vacation.

5369 Marion Makoffey
vs
James F. Makoffey

And now on this 5th day of September 1887 come the plaintiff by Porter and Porter her attorneys; and it being made to appear that there is at this time no Common Pleas, District or Supreme Judge within said County the motion of plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff therein filed, and after hearing the argument of counsel, and being fully advised in the premises; it is considered and ordered that a temporary injunction be, and the same is allowed in this case to restrain the said defendant from disposing of any of his property, whether real or personal, until said case is heard upon the merits in said Court of Common Pleas, or until the further order of the said Court of Common Pleas, as prayed for in said petition of plaintiff, and it is ordered that said Clerk issue said order of injunction without an undertaking being given by Plaintiff, and that the Clerk of the Court of Common Pleas issue Summons in this case endorsed injunction allowed.

John P. Coats, Probate Judge.

Injunction - in Vacation.

Philips Snider
6377 vs
W. W. Winget, Mayor &c, et. al.

And now on this 16th day of September 1887 came the plaintiff by Brodrick & McCampbell and T. B. Fullerton, his Attorneys; and it being made to appear that there is at this time no common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff Philips Snider and the affidavit thereto therein filed, and after hearing the argument of counsel, and being fully advised in the premises, It is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendants, William M. Winget as Mayor of the Village of Marysville, Ohio, John C. Guthrie as Clerk of said Village of Marysville, Ohio, William P. Anderson, Edward E. Cole, Chester L. Robinson, James H. Field, John L. Sellers and John F. Farmer as the Council of the Village of Marysville, Ohio, from taking any further steps toward the awarding of the contract for the construction of Gas Works in the Village of Marysville Ohio and from taking any further steps toward signing, issueing or selling the bonds of the said Village of the said Village of Marysville Ohio, for the construction of said Gas works as prayed for in said petition. It is further ordered that the Clerk of the Court of Common Pleas issue Summons in this case endorsed injunction allowed on said plaintiff, giving an undertaking to the said defendants, conditioned according to law with security to be accepted by the said Clerk of the Court of Common, in the sum of $1000.

John P. Coats. Seal
Probate Judge.

5417

6374

Effie A. Wilson
6390 vs
George Wilson

Order of Injunction in vacation.

And now on this 24th day of Sept. 1887 came the plaintiff by D. H. Ayers her Attorney, and it being made to appear that there is at this time no common Pleas, Circuit or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be and the same hereby is allowed in this case to restrain the said defendant from interfering with plaintiffs custody of her child Oscar E. Wilson as prayed for in said petition of plaintiff.

It is further ordered that the Clerk of the Common Pleas Court issue summons in this case endorsed injunction allowed without giving an undertaking in pursuance of law in such cases made and provided.

John P. Coats.
Probate Judge.

Injunction - In Vacation.

Order of Injunction

5-417

William Kirk, Plaintiff
vs.
Jonathan Beard, Mary E. Canneau, Geo. W. Canneau 2nd Azuba Case, Defendants

Before the Probate Judge
Motion for Temporary Injunction in the Court of Common Pleas.
Union County, Ohio.

And now, on this 13th day of October 1887 came the plaintiff, by T. B. Fulton his attorney; and it being made to appear that there is, at this time no Common Pleas, Circuit or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the affidavit therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered & ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant Jonathan Beard from cutting and hauling away any timber from the premises described in plaintiffs petition and from otherwise committing waste thereon as prayed for in said petition of plaintiff

It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case indorsed injunction allowed on said plaintiff giving an undertaking to the said defendant, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of $200.00

Seal

John B. Mocats Probate Judge

5-374

Philip Snider
vs
Wm. M. Wright as Mayor of the Village of Marysville, O. et al.

Sept. 29th 1887.

This day this cause came on to be heard upon the motion of defendants before the Honorable John A. Price Judge of the Court of Common Pleas in this subdivision at Chambers, pursuant to, and according to the notice served upon plaintiff to vacate and dissolve the injunction heretofore allowed by the Probate Judge in this cause, and was argued by counsel. And the said Judge being fully advised in the premises do dissolve and vacate said injunction, and said dissolution is ordered entered upon the Journal of the Court of Common Pleas of Union County and State of Ohio.

Apl. Vacation

Mandate from the Circuit Court.

State of Ohio } Circuit Court, Union County, Ohio
Union County, ss } At a term of the Circuit Court, within and for the County of Union, in the State of Ohio begun and held before, Hon. John J. Moore Hon Henry W. Seney and Hon. Thomas Beer, Presiding Judges at Marysville O. on the 5th day of October A.D. 1887, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz:-

Perry Douglass et al
No. 58 vs.
James B. Whelpley et al

This day this cause came on to be heard upon the demurrer of the defendants to the supplemental petition of plaintiff and was argued by counsel, on consideration whereof and the Court being fully advised in the premises finds that said demurrer is not well taken, and therefore overrules the same, to which ruling of the Court the defendant at the time excepted and thereupon said defendants asked leave to file an answer instanter, which leave was granted by the Court and said answer was filed. Thereupon came said plaintiff and filed a demurrer to the second defense in said answer stated, which demurrer was argued by counsel and submitted to the Court; on consideration whereof and the Court being fully advised in the premises finds that said demurrer is well taken and therefore sustains the same to which ruling of the Court the defendants at the time excepted

Said defendants not desiring to further amend their answer this cause came on further to be heard upon the issues made by the pleadings and the agreed statement of facts. Whereupon the Court being fully advised in the premises finds all the facts stated in the supplemental petition to be true, and that the facts therein stated entitle the plaintiff to an injunction as prayed for in the amended petition filed Dec. 30th 1882. The Court further find all the issues made by said amended petition and the answer thereto in favor of the defendants, except the issue as to whether a majority of the resident land owners reported by the viewers as benefited and who ought to be assessed to build said road, had signed the petition to the Commissioners asking for said improvement; as to this issue the Court find on said agreed statement of facts that there are 121 resident land owners whose lands are reported by the viewers as benefited and who ought to be assessed to build said road, and that of these 121 resident land owners 64 had signed the petition for said road improvement.

The Court further find that one Margaret Mc Cullough was the owner of a dower estate which had been set off to her by metes and bounds and which she owned at the time of all the proceedings had herein before the Commissioners and was a resident of Union County Ohio and did not sign the petition for the improvement. that said land in which she had her dower estate assigned was reported in the name of John T. Mc Cullough who owned the fee in this dower estate, and who also owned other lands in the territory reported for assessment and of which this dower estate formes a part; that no estate or interest of Margaret Mc Cullough in said land was reported as against her for assessment by the viewers and no assessment was made as against her for the improvement but the only assessment against said tract was against the fee simple owned by John T. Mc Cullough: that said John T. Mc Cullough signed the petition for the improvement: that said dower estate was not counted by the Commissioners

The Court find that said Margaret Mc Cullough gave no written consent to the same. It is the opinion of the Court that said dower estate should be

counted as a tract of land owned by a resident land owner, making the number of resident land owners 122. The Court further find that Levi and Matilda Taylor were the owners jointly of a tract of land reported by the viewers as benefited and which ought to be assessed: That said Levi and Matilda Taylor were both residents of the County at the time of all the proceedings had before the Commissioners herein; That Levi Taylor signed the petition and was properly counted as a petitioner, and that Matilda Taylor did not sign the petition; That Levi Taylor owned another tract of land reported by the viewers as benefited and which ought to be assessed: the Court find that the tract owned by Levi Taylor and Matilda Taylor jointly was not counted by the Commissioners as a tract of land owned by resident lands owners.

It is the opinion of the Court that said tract of land owned by said Levi Taylor and Matilda Taylor should be counted as a tract of land owned by resident land owners and be added to the 122 making the total no of resident land owners 123.

The Court further find that Bruce Robinson and Susannah Robinson owned a tract of land jointly, that O. C. McClure and J. P. McClure owned a tract of land jointly; and that S. B. Linville and David Linville owned a tract of land jointly, and that each of the above named parties were residents of the County at the time of all the proceedings had herein before the said Commissioners and the said tracts of land were reported by the viewers as benefited and ought to be assessed. that Bruce Robinson, O. C. McClure and S. B. Linville signed the petition asking for said improvement, but that Susannah Robinson, J. P. McClure and David Linville did not sign the petition. The Court find that Susannah Robinson, J. P. McClure and David Linville gave no written consent to said improvement. It is the opinion of the Court that said Bruce Robinson, O. C. McClure and S. B. Linville ought not to be counted as petitioners, and that these being counted by the Commissioners as petitioners should be taken from the 64 thus reducing the number of petitioners to 61. And the Court is of the opinion and decides that the fact that said Susannah Robinson and J. P. McClure were in favor of said improvement and the fact that Matilda Taylor and David Linville entered no protest or objection to the same is of no legal effect and would be incompetent as evidence to change or vary said Court, no consent being given in writing. To which decision defendants at the time excepted.

It is therefore considered and adjudged by the Court that a majority of the resident land owners reported by the viewers as benefited and who ought to be assessed did not sign the petition asking for said improvement and that for that reason as well as for the reason of the facts stated in said supplemental petition, said defendants be perpetually enjoined from placing any assessment against the lands of either of the said plaintiffs for the making of said improvement. To all of which rulings, decisions and judgment the defendants at the time excepted. And thereupon came the defendants and filed a motion for a new trial for the reason therein stated, which was argued by counsel; on consideration whereof and the Court being fully advised in the premises finds that said motion is not well taken and therefore over rule the same, to which ruling of the Court the defendants at the time excepted. It is further ordered, considered and adjudged by the Court that the defendants pay the costs of these proceedings taxed at $

And it is further ordered by the Court that a special mandate issue to the Court of Common Pleas of Union County Ohio to carry said judgment for costs into execution, and that a copy of this entry

be certified to the Clerk of Common Pleas Court of said County for entry &c
I, John Q. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.
Witness my hand and the Seal of said Court this 5th day of October A.D. 1887. John Q. Burgner Clerk of Circuit Court
Seal
By A.R. Burgner Deputy.

The State of Ohio } Circuit Court of Ohio, Within and for Union County
County of Union }
To the Honorable Court of Common Pleas, within and for the County of Union Ohio, Greeting:
We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in cause of Perry Douglass et al. vs James B. Whelpley et al. into execution.
Witness John Q. Burgner, Clerk of our said Circuit Court at Marysville, Ohio, this 5th day of October A.D. 1887
John Q. Burgner Clerk
By A.R. Burgner Deputy.

Mandate from the Circuit Court.

The State of Ohio } Circuit Court, Union County, Ohio.
Union County, ss.

At a term of the Circuit Court within and for the County of Union, in the State of Ohio, began and held before
Hon. John J. Moore
Hon. Henry W. Seney } Presiding Judges.
Hon. Thomas Beer

at Marysville Ohio, on the 5th day of October A.D. 1887, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz:-

James Hoover, Plaintiff
vs.
Obediah Holmes and Mary A. Holmes, Defendants } No.

This day came the parties and this cause being called and it appearing to the Court that the answer of the defendant contained among other things the defense of "Res adjudicate" which was set up in the 2nd defense in defendants answer and the Court on the suggestion of the defendant directed the evidence first to that issue. Thereupon this cause was heard upon the petition, the 2nd defense set up in defendants answer and reply thereto together with the evidence. On consideration whereof the Court being fully advised in the premises on application of plaintiff for finding of facts, find as a conclusion of fact; "that after the note and mortgage in the petition mentioned was executed, to-wit: on the 11th day of January 1883, the plaintiff James Hoover for a good and valid consideration sold and delivered the same to one James W. Robinson at the same time guaranteeing the payment of a part of said note. That afterward said James W. Robinson being the owner and holder of said note and mortgage brought suit thereon in the Common Pleas Court of said County to foreclose said mortgage making as parties defendant thereto, the defendant herein and said Hoover but asking no relief against said Hoover. That said Hoover filed his answer alleging

among other things that he sold said note and mortgage to said Robinson at the request of the defendant herein. The defendants herein filed their Answer in that case and set up several defenses, and among others, same defense as is contained in the first count of the answer in this case, Also alleging that they did not know whether the said Robinson was the owner of the note and mortgage and demanding proof thereof: that at the April Term 1883, of said Court said case was tried and the equities found against the said James W. Robinson and the following entry was made on the Journal of said Court to wit:- "No. 4041- " James W. Robinson vs O. Holmes et al This day this cause came on to be heard upon the petition and answer of the defendants and the reply of the plaintiff and the Court find from the testimony for the defendant Obediah Holmes and wife Mary J. Holmes and it appearing that James Hoover is not a proper party hereto and that Charles Holmes who was interested in said claim is not a party hereto: It is ordered by the Court that said James Hoover be dismissed without prejudice to any right he may have under said mortgage and it is ordered by the Court that this petition be dismissed at plaintiffs Cost without prejudice to the right of James of James Hoover to bring his action on said note and mortgage and the Court order plaintiff to pay the costs herein within thirty days and in default of payment execution issue therefor as upon judgment at law. The Court further find that at the time of said suit said Robinson was the owner of said note and mortgage and that subsequently thereto the said Robinson sold said note and mortgage back to the said James Hoover who brings and prosecutes this action thereon. That the judgment and decree of said Court of Common Pleas in the suit brought by said Robinson has never been appealed from and is still in full force and effect. From these facts the Court find that this action of James Hoover on the same note and mortgage is barred by the former trial and decree and find for the defendant. It is therefore considered and decreed by the Court that defendants go hence without day and recover their costs herein expended taxed to $

Ordered that a special Mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.

Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry, etc

I, John Q. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the Seal of said Court this 5th day of October A. D. 1887.

Seal

John Q. Burgner Clerk Circuit Court
By A. R. Burgner Deputy

State of Ohio
County of Union } Circuit Court of Ohio, Within and for Union County

To the Honorable Court of Common Pleas, within and for the County of Union, Ohio Greeting:-

We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of James Hoover Plff vs. Obediah Holmes et Mary J. Holmes into execution.

Witness, John Q. Burgner, Clerk of our said Circuit Court at Marysville Ohio, this 5th day of Oct. A. D. 1887. John Q. Burgner Clerk.
By. A. R. Burgner, Deputy.

Mandate from the Circuit Court.

The State of Ohio
Union County, ss. } Circuit Court, Union County, Ohio

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, begun and held before

Hon. John J. Moore
Hon. Henry W. Seney
Hon. Thomas Beer
} Presiding Judges.

at Marysville, Ohio; on the 6th day of October A.D. 1887, among other proceedings then and there had by and before said Court as appears by its journal, was the following, viz:-

Charles Phellis, Plaintiff in Error
No. 61. vs.
Ann Fogarty, Defendant in Error

This day again came the parties by their attys. and this cause having been heretofore taken under advisement by the Court now came on for decision and judgment: whereupon the Court being fully advised in the premises do find that in said record and proceedings there is error apparent therein to the prejudice of the plaintiff in error: Therefore said judgment and order of the Common Pleas Court is hereby reversed with costs and it is ordered that this cause be remanded to said Common Pleas Court for further proceedings

It is therefore considered by the Court here that the plaintiff in Error recover of the Defendant in Error his costs herein expended taxed to $

It is further ordered that a special mandate issue to the Court of Common Pleas of Union County, Ohio, to carry said order and judgment into execution

It is als ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry &c.

I, John Q. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the journal of said Court.

Witness my hand and the Seal of said Court this 5th day of October A.D. 1887

Seal

John Q. Burgner Clerk of Circuit Court
By A.R. Burgner Deputy

State of Ohio
County of Union } Circuit Court of Ohio, Within and for Union County.

To the Honorable Court of Common Pleas, within and for the County of Union, Ohio Greeting:-

We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Charles Phellis, Plaintiff in Error vs. Ann Forgarty, Defendant in Error into execution

Witness, John Q. Burgner, Clerk of our said Circuit Court at Marysville Ohio, this 5th day of October A.D. 1887.

John Q. Burgner Clerk
By A.R. Burgner Deputy

Mandate from the Circuit Court.

State of Ohio, Union County, ss. } Circuit Court, Union County, Ohio.

At a term of the Circuit Court within and for the County of Union, in the State of Ohio, begun and held before

Hon. John J. Moore
Hon Henry W. Seney
Hon. Thomas Beer } Presiding Judges.

at Marysville, Ohio on the 5th day of October A.D. 1887, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz:-

Silas S. Snodgrass, Plaintiff in Error
vs.
Joseph W. Cartmell, Defendant in Error } This day again appeared the parties by their Attorneys and this cause having been heretofore taken under advisement by the Court now came on for decision and judgment. Whereupon the Court being fully advised in the premises do find that there is no error apparent upon the record of said proceedings in the Court of Common Pleas of Union County, Ohio to the prejudice of said plaintiff in error and the Court do therefore approve and affirm said judgment at the costs of plaintiff in Error.

It is therefore considered and adjudged by the Court that the Defendant in Error recover of the plaintiff in Error their costs in this Court expended taxed to $ Ordered that that a special Mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.

Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry &c.

I, John Q. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the Seal of said Court this 5th day of October A.D. 1887,

Seal

John Q. Burgner Clerk of Circuit Court
By A.R. Burgner Deputy

State of Ohio
County of Union } Circuit Court of Ohio, Within and for Union County

To the Honorable Court of Common Pleas, within & for the County of Union, Ohio, Greeting:-

We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Silas S. Snodgrass, Plaintiff in Error vs. Joseph W. Cartmell, Defendant in Error into execution.

Witness John Q. Burgner Clerk of our said Circuit Court at Marysville Ohio, this 5th day of October A.D. 1887

John Q. Burgner, Clerk
By A.R. Burgner Deputy

Mandate from the Circuit Court.

State of Ohio
Union County, ss. } Circuit Court- Union County, Ohio.

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, begun and held before

Hon. John J. Moore
Hon. Henry W. Seney } Presiding Judges
Hon Thomas Beer

at Marysville Ohio on the 5th day of October A.D. 1887, among the proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz:-

Silas S. Snodgrass, Plaintiff in Error
vs.
R. L. Woodburn, Admr &c Defendant in Error } This day

No. 64

again appeared the parties by their attorneys and this cause having been heretofore taken under advisement by the Court now came on for decision and judgment, whereupon the Court being fully advised in the premises do find that there is no error apparent upon the record of said proceedings in the Court of Common Pleas of Union County Ohio to the prejudice of the plaintiff in Error and the Court do therefore approve and confirm said judgment at the costs of plaintiff in Error.

It is therefore considered and adjudged by the Court that the Defendant in Error recover of the plaintiff in Error his costs in this Court laied at $

Ordered that a special mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.

Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry, etc.

I, John Q. Burgner, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the seal of said Court this 5th day of October A.D. 1887

Seal

John Q. Burgner Clerk of Circuit Court
By A. R. Burgner Deputy

State of Ohio
County of Union } Circuit Court of Ohio, Within and for Union County.

To the Honorable Court of Common Pleas, within and for the County of Union, Greeting:-

We do hereby commend you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the Cause of Silas S. Snodgrass, Plaintiff in Error vs R. L. Woodburn Admr &c Defl. in Error into execution. Witness, John Q. Burgner, Clerk of our said Circuit Court, at Marysville Ohio, this 5th day of Oct A.D. 1887

John Q Burgner Clerk
By A. R. Burgner Deputy

Be it remembered, That at a meeting of the Judges of the Court of Common Pleas of the Tenth Judicial District of the State of Ohio held in village of Carey in the County of Wyandot and in the State of Ohio, on the Third Tuesday of October A.D. 1887, to fix the times for commencing the terms of Courts in said District for the year 1888, all of said Judges being present: It was ordered: That terms of Court in the several counties of the Tenth Judicial District of the State of Ohio, during the year 1888 be held at and from the dates following, commencing at the hour of eight o'clock in the morning of said several days, to-wit:-

In Crawford County	January	2nd	-	April	2nd	-	September	10th
" Hancock	"	February	27th	- May	21st	-	October	29th
" Hardin	"	January	16th	- April	23rd	-	September	26th
" Logan	"	"	16th	- "	9th	-	"	17th
" Marion	"	"	30th	- May	7th	-	October	15th
" Seneca	"	"	16th	- April	9th	-	September	17th
" Union	"	February	27th	- May	21st	-	October	29th
" Wood	"	March	5th	- "	28th	-	November	12th
" Wyandot	"	February	27th	- June	4th	-	"	12th

In Testimony of which we have hereto set our hands at the date herein before set forth.

Caleb H. Norris
Geo. H. Pendleton
Henry H. Dodge
John A. Price
} Judges

Monday, October 24th A. D. 1887

The State of Ohio
Union County, ss } This separate session of the Court of Common Pleas of the Tenth Judicial District of the State of Ohio, within and for the County of Union for the Term of October, in the year of our Lord one thousand eight hundred and eighty seven in the Court-House in the town of Marysville, County and State aforesaid, was begun on the 24th day of October in the year aforesaid.

Present:-

Hon. John A. Price, Judge of the Court of Common Pleas of the Tenth Judicial District of the State of Ohio

Marion Hopkins, Sheriff of Union County, Ohio

John M. Broderick, Pros. Atty. of Union County, Ohio

Attest. John D. Burgner.
Clerk of the Court of Common Pleas of Union County, Ohio.

The Venire Facias for a Grand Jury heretofore issued, returnable this day at 10 o'clock A. M. was duly returned by the said Sheriff with his endorsements thereon as follows, to-wit:-

The State of Ohio, Union County ss.

Sheriffs Office, Oct 24th 1887

On the 26th day of September 1887, I received this Venire and served the same on the several persons therein named, at the times and in the manner placed opposite their names endorsed hereon as follows:-

No.	Names	When Served	How Served	Fees of Sheriff
1.	S. G. Smith	Sept. 26th 1887	By Copy	13
2.	Jesse Morris	" " "	" "	16
3.	John Johnson	" " "	" "	6
4.	Monroe Selby	" " "	" "	19
5.	Arthur Gibson	" " "	" "	8
6.	Wm. M. Judy	" " "	" "	8
7.	Henry Poling	" " "	" "	5
8.	Albert Thompson	" " "	" "	20
9.	Holly Stokes	" " "	" "	10
10.	N. Freemond	" " "	" "	
11.	Hannp. Thompson	" " "	" "	10
12.	George Paver	" " "	" "	5
13.	Albert Burnham	" " "	" "	7
14.	O. L. Curl	" " "	" "	14
15.	J. D. Hudson	Not found in my County		

M. Hopkins, Sheriff of Union County, O.

And upon calling the same in open Court the panel was found incomplete, thereupon the Sheriff summoned J. D. Graham as

3:113

3:209

talesmen to complete the same, who appeared in answer thereto and the panel being full the Court appointed Holly Stokes Esq. foreman of the Grand Jury and he with his fellow Jurors took the oath in manner and form prescribed by Law. And the said Jury being instructed by the Court in relation to their duties were conducted to their room attended by the Sheriff.

The following named persons compose the Grand Jury, to-wit:- S. G. Smith, Jesse Morris, John Johnson, Prance Selby, Arthur Gibson, Wm. M. Judy, Henry Poling, Albert Thompson, N. Freemond, Hamp Thompson, George Bauer, Albert Burnham, C. L. Curl, J. D. Graham and Holly Stokes Foreman

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This day appeared at the Bar of this Court the Grand Jury heretofore impaneled and sworn in and for the body of the County aforesaid:- S. G. Smith, Jesse Morris, John Johnson, Prance Selby, Arthur Gibson, Wm. M. Judy, Henry Poling, Albert Thompson, N. Freemond, Hamp Thompson, George Bauer, Albert Burnham, C. L. Curl, J. D. Graham, Holly Stokes, Foreman and presented their report as follows, to-wit:-

Report of Grand Jury.

To the Honorable John A. Price,
Judge of the Court of Common Pleas of Union County Ohio:

Sir:-

The Grand Jury of the said Court for the October 1887 Term thereof respectfully report that we have been in session one day. We have examined ten witnesses on one case and report no indictment.

During our session we visited the County Jail and find that the rules prescribed have been carried out and the sanitary conditions of the same is good.

Respectfully Submitted
Holly Stokes Foreman

	W. G. & L. W. Mc Allister Cliffs vs. New York Lake Erie and Western R. R. Co.		This day came the parties by their attorneys and thereupon this cause came on to be heard upon the motions of the defendant to strike the Amended petition from the files for reasons in said motion stated: On consideration whereof the Court being fully advised in the premises do overrule said motion, to which ruling of the Court the defendant excepts.
5209	Bank of Richwood vs. S. Taylor		Leave granted to the defendant to file Amended Answer in three days from Oct. 24th 1887

Monday, October 24th A. D 1887

5307 J. M. Sanders vs. S. E. R. Young — On motion leave is granted to plaintiff to file petition instanter. Petition filed. Leave is granted defendant to answer by Saturday of this week.

5281 Mary Bergman vs. Phoebe Laird et al. — In Partition

And now comes one of defendants, Aaron Tossey Administer of the estate of George Hammawalt Sr. decd. and moves the Court for leave to file certificate from Probate Court showing amount required out of proceeds of sale of land in petition described for the payment of debts of the said George Hammawalt Sr. deceased and the Court being fully advised in the premises do grant such leave and said certificate filed.

5145 O. P. Lenox vs. Peter Hill et. al. — This cause is continued with leave to defendant to file answer in 30 days from the rising of the Court

5381

5377 Philip Snider vs. Wm Wm Winget Mayor &c. et. al. —

This day the defendants on their motion have leave to withdraw their demurrer to the amended petition of plaintiff filed on the day of October 1887, and to substitute a motion to strike said amended petition from the files and and therewhpon said motion was filed instanter

5113 W. G. & L. W. McAllister vs. New York & Lake Erie and Western Railroad Co. —

This day came the parties and on motion to the Court leave is granted the defendant to file motion to make petition more definite and certain, which motion is filed

5383

Melancthon Worthington vs. S. W. Kilbury — Court of Common Pleas, Union County, Ohio

This day came the parties hereto by their attorneys and thereupon this case came on to be heard upon the application of the plaintiff for leave to amend the verification of the petition and leave is accordingly given said plaintiff to amend the verification of his petition by properly verifying the same. And thereupon the defendants motion to strike the petition from the files and dismiss is overruled and leave is given defendant to plead by November 30th 1887.

Monday October 24th A.D. 1887

5431 L. A. Wood vs. J. W. Conklyn & J. N. McElwain — Ingrowid

This day came the plaintiff by Brodrick & McCampbell his Attorneys and thereupon came L. Pifer one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiff's petition, the sum of $200.47. It is therefore considered that the said plaintiff do recover of the said defendants the said sum of $200.47 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5381 A. T. Carpenter vs. Robert Fields

This day this cause came on to be heard upon the petition of the plaintiff and the evidence the defendant though duly served with a summons herein, having failed to answer, demur, or otherwise object to plaintiffs petition, but made default. On consideration whereof and the Court being fully advised in the premises finds that the facts stated in said petition are true, and that there is due to the plaintiff from the said defendant, interest being computed to the first day of this term, the sum of One Hundred and Thirteen 43/100 Dollars.

It is therefore considered and adjudged that said plaintiff recover of said defendant said sum of One Hundred and Thirteen 43/100 Dollars and his costs herein taxed at $ and that defendant pay his costs herein taxed at $ and that this judgment bear interest from the 1st day of this term at 8 per cent per annum, for all of which execution is awarded

5383 A. T. Carpenter vs. John H. Wilson & Maggie Martin — Judgment on Default

And now comes the said A. T. Carpenter by T. B. Fulton his attorney, and the said John H. Wilson and Maggie Martin having failed to demur or answer to the petition of the said A. T. Carpenter the same is therefore taken to be true: and it is considered that the said A. T. Carpenter ought to recover the said sum of $154.26 as demanded in his petition, together with the sum of $29.47 which the Court find due as the interest thereon, as prayed for in said petition: it is therefore considered that the said A. T. Carpenter recover against the said John H. Wilson and Maggie Martin the said sum of $183.73 together with his costs in and about this suit expended, taxed to $

Monday October 24th A. D. 1887

5302 Elizabeth Doellinger Plaintiff vs. Charles Doellinger et-al Defendants — In Partition

And now comes the Plaintiff herein and moves the Court for leave to file an amended petition upon consideration whereof and the Court being fully advised in the premises do grant such leave and amended petition filed.

5281 Mary Bergman et-al. vs. Phoebe Leard et-al. — In Partition

And now comes Robert McKinley by his attorneys and moves the Court for leave to file his answer and cross petition in this case and the Court upon consideration being fully advised in the premises do grant such leave and answer filed.

4783 Sarah Moses vs. William Grubbs et-al

This cause is dismissed without prejudice at plaintiffs cost. It is therefore adjudged that the defendants recover of the plaintiff their costs herein expended. 5209

4518 Joseph E Franke et-al. vs. George W. Lear et-al. 3922

This day came the plaintiff by her attorney and it appearing to the Court that the property described in the petition has been twice offered for sale and not sold for want of bidders, upon motion of plaintiff it is ordered by the Court that the appraisement heretofore made be set aside and that a new appraisement of said premises be had. 5150

4435

5391 W. W. Fellows, Plaintiff. vs. E. C. Huff, Defendant. — Petition on Note & Mortgage.

And now comes the said W. W. Fellows by T. B. Fulton, his atty. and the said E. C. Huff still failing to demur or answer to the said petition, the said petition is taken to be true. It is therefore considered that the said plaintiff ought to recover the amount due him by reason of the premises: on consideration whereof the Court find that there is due to the plaintiff from the said E. C. Huff on the notes and mortgage in the petition mentioned, interest being computed to the 1st day of this term, and set forth the sum of Fourteen Hundred and Ten Dollars and thirty Cents, and that it is lien upon said premises: It is therefore considered by the Court here that the said plaintiff recover of the said defendant the said sum of Fourteen Hundred and Ten Dollars and thirty Cents, the sum 5370

found due as aforesaid and that said judgment bear interest at 8 per cent and also his costs taxed at $ And it is further ordered and adjudged that in case the said defendant E. O. Huff fail for 5 days from this date, to pay to the said plaintiff the said sum of Fourteen Hundred and Ten Dollars, and Thirty Cents, so as aforesaid found due, with costs of suit, an order issue to the Sheriff of Union County Ohio commanding him to cause said lands and tenements in said petition described, to-wit:- being Survey No. 4735 & 6312, beginning at a stake in the centre of the Post Road and south westerly corner to a lot containing half an acre conveyed by Henry Burnham to S. C. Higgins on the 8th day of April 1871: thence with westerly line of said lot running the course by true measure N. 36° E 17.13 poles to a stake, northwesterly corner to said lot thence N. 54° W 4.70 poles to a stake; thence S 36° W. 17.13 poles to a stake in the Centre of the Post Road: thence with the centre of the Post Road S. 54° E 4.70 to the beginning, containing half an acre more or less, to be appraised, advertised and sold according to law, and apply the proceeds of the sale, first in payment of costs, second in payment of the judgment so as aforesaid rendered; and the residue, if any be bring into Court, to abide the further order of said Court.

5209	Bank of Richwood vs. S. Taylor	On motion leave is granted Defendant to file Amended Answer and Answer filed, Oct 24th 1887
3922	Edward O Stevenson vs. Mathew Lingrel	This day this cause was continued by agreement of parties
5150	Mary Davis vs. C. W. Bergoon	Leave was granted defendant to Answer instanter and Answer filed Oct 24th 1887
4435	J. M. Dunn vs. Elan G. Rogers	This day on motion of plaintiff this cause is dismissed without prejudice to a new action at the cost of plaintiff It is therefore considered and adjudged that the defendant recover of the plaintiff his costs herein expended taxed at $
5370	Morgan Savage, et al. vs. Lester Oliver, et al.	This cause came on for hearing on the petition and evidence, the Court being fully advised in the premises find that all the defendants have been duly served with summons in this case and that they are in default for answer and demurree and that the allegations of the petition are thereby confessed by them to be true, and that the defendant Lester Oliver executed to the plaintiff the four several notes as set forth in the petition that one of said notes was past due when the petition was filed and that interest on the other three notes was due when the petition was filed as in said petition stated.

Monday, October 24th A.D. 1887

and that all of said notes and interest are unpaid. The Court further find that there is due to the plaintiff from the defendant Lester Oliver on said note which is over due, and interest on notes not due, with interest to the first day of this term the sum of six hundred and ninety-nine & 08/100 dollars ($699.08). The Court further find that in order to secure to plaintiff the payment of said several notes the defendant Lester Oliver and Nancy M. Oliver his wife executed and delivered to said plaintiffs their certain mortgage as in the petition described and on the premises therein described, that said mortgage was duly recorded in Book 19 page 283 of the Records of Mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions of said mortgage have been broken It is therefore considered by the Court that the plaintiff recover from the defendant Lester Oliver the said sum of Six Hundred and Ninety-nine & 08/100 Dollars ($699.08/100) and their costs herein expended and it is further adjudged and decreed that unless the defendant Lester Oliver shall within three days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiffs herein the sum so found due as aforesaid with interest from the 24th day of October 1887, the defendants equity of redemption be foreclosed and said premises be sold and that an order of Sale issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

5-062 Geo. W. Machling vs. John Newlove et al — Leave to file answer and same filed. Leave to file amended petition

5-305 The State of Ohio vs. Jesse Ramsey — Dismissed at the costs of the prosecuting witness Eliza J. Ramsey. It is therefore ordered and adjudged that Eliza J. Ramsey pay the costs herein taxed to #

5-318 The State of Ohio vs. Eliza J. Ramsey et al — Dismissed at the costs of the prosecuting witness Jesse Ramsey, Joseph Ramsey and H. G. Ramsey. It is therefore considered ordered and adjudged that Jesse Ramsey, Joseph Ramsey and H. G. Ramsey pay the costs herein taxed to #

5-373 E. D. Pitts vs. J. M. Hoskins et al — This day on motion to the Court and it being made to appear that Rebecca A. Hoskins wife of the defendant Henry C. Hoskins is a necessary party, it is by the Court ordered that she be made a party defendant herein. 5-185

Thereupon Court adjourned until tomorrow morning at 8 1/2 o'clock

Tuesday, October 25th A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

David Boyd, Plaintiff
vs.
John W. Staats, Defendant

In the Court of Common Pleas of Union County, Ohio.

This day came the plaintiff by his attorney William Lawrence and thereupon the Defendant still failing to answer or demur is adjudged to be in default, and this cause being submitted to the Court and the Court being fully advised in the premises, upon consideration thereof, find there is due from said Defendant to said Plaintiff as is alleged in said petition the sum of $130 40/100. It is therefore considered that said Plaintiff do recover of said Defendant the sum of $130 40/100 so as aforesaid found due, together with his costs in this behalf, taxed at $

D. A. & F. M. Rickman
vs
The Dwelling House Ins. Co.

This day this cause came on to be heard upon the demurrer of the Defendant to the 2nd & 3rd defense in the reply of the plaintiff and the Court being fully advised in the premises sustains said demurrer: thereupon the Plaintiff took leave to file amended reply instanter.

John K. McIntire & Co.
vs.
Hylas S. Whelpley

And now comes the said John K. McIntire & Co. by its attorney and it appearing that the said Hylas S. Whelpley has been duly served with a copy of the former order in this action and no cause being shown to the contrary it is considered that the said judgment stand revived and the said plaintiff have his execution against the said Hylas S. Whelpley for the said sum of $473.00 his debt aforesaid and $1.26 his costs aforesaid interest to be computed on said debt from the first day of the May Term of this Court A.D. 1882 according to the force, form and effect of the said recovery and also for its cost in this behalf expended taxed to $

5-185- Timothy Middleton
vs.
David Green et al.

This day came on this cause to heard upon the affidavit of one of the defendants for a postponement of this cause to a subsequent day of this Term of Court, and was argued by counsel, on consideration whereof the Court find the affidavit sufficient for such delay and it is ordered by the Court that the defendant pay the costs of this day. It is therefore ordered and adjudged that the plaintiff recover of the defendant the costs of this day in this case taxed at $ and in default of payment of such costs by defendants that the plaintiff have execution therefor

Thereupon Court adjourned until tomorrow A.M. at 8½ o'clock

Wednesday, October 26th A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

4245- C. Sultzman & Co. vs Albert South et. al.

This day this cause came on to be heard upon the motion of Oscar Whyte to be made a party to said action and that the case might be redocketed and all liens be marshalled, and the Court upon said motion did sustain the same and ordered the said Oscar Whyte be made a party thereto and that said cause be redocketed and as to all other questions this cause is passed.

3375- Alvan Wright, Plaintiff vs. Maggie M. Trickey, Defendant- Petition on Note and Mortgage.

And now comes the said Alvan Wright by T. B. Fulton his attorney, and the Defendants by their attorney Turner & Morehead and Michael Motz, and thereupon this cause came on to be heard upon the petition, answer and evidence, and was argued by counsel) and the said Maggie M. Trickey and John H. Trickey still failing to demur or answer to the said petition, the said petition is taken to be true.

It is therefore considered that the said plaintiff ought to recover the amount due him by reason of the premises; on consideration whereof the Court find that there is due to the plaintiff from the said Maggie M. Trickey and John H. Trickey on the notes and mortgage in the petition mentioned, interest being computed to the 1st day of this term, and set forth, the sum of One Thousand One Hundred and 88/100 Dollars and that it is lien upon said premises.

It is therefore considered by the said Court here that the said plaintiff recover of the said defendant the said sum of One Thousand One Hundred & 88/100 Dollars the sum found due as aforesaid, and that said judgment bear interest at 8 per cent and also his costs taxed at $ And it is further ordered and adjudged that in case the said defendants Maggie M. Trickey and John H. Trickey or either of them fail for two days from this date, to pay to the said plaintiff the said sum of One Thousand One Hundred dollars and eighty-eight cents so as aforesaid found due with costs of suit, an order issue to the Sheriff of Union County Ohio commanding him to cause the said lands and tenements in said petition described to be appraised, advertised and sold according to law, and apply the proceeds of the sale, first in payment of costs; second in payment of the judgment so as aforesaid rendered; and the residue if any be bring into Court to abide the further order of said Court.

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Wednesday, October 26th A.D. 1887

O. Aultman & Co.
5221 vs.
S. E. Gamble

This day this cause came on to be heard upon the motion of the defendant for the reasons therein stated: On consideration whereof and the Court being fully advised in the premises finds that said motion is well taken and therefore sustains the said motion and quashes the service herein.

George Schoby
5028 vs.
Henry Lamb.

This day this cause came on to be heard upon the motion of the Defendant to strike the Plaintiffs petition from the files for the reason that the petition plead a variance of a greater amount than in the Bill of Particulars below and that there was no proper affidavit to said petition. The Court being fully advised in the premises over-ruled said motion as to the variance, and required the plaintiff to amend the Affidavit by correcting the name of the Plaintiff in the affidavit.

In accordance with the provisions of an act passed by the General Assembly of Ohio, May 19th 1886 entitled "An Act to provide for the relief of indigent Union Soldiers, Sailors and Marines and the indigent wives, widows and minor children of indigent or deceased Union Soldiers, Sailors and Marines" and known as House Bill No. 316 of the Sixty Seventh General Assembly of Ohio at its regular session. The Trustees of the several Townships in Union County Ohio having made report as provided in Section 2 of said Act, this Court according the provisions of Section 3 of said Act hereby duly appoint as a Soldiers Relief Commissioner of said Union County, Ohio the following person, whom the Court finds to be an honorably discharged Union Soldier, viz:-
For three years, Wm M. Snodgrass of Union Township
John A. Price Judge

Sheriffs Office, Union County, Ohio

Union County Dr.
To Wm. Hopkins Sheriff of Union County.
For unpaid fees under Section 1231 of the Revised Statutes of Ohio from September 1st 1886 to September 31st 1887 $300.00
I hereby certify the above account to be correct
Wm. Hopkins Sheriff Union County
Approved, Clerk will make proper entry
John A. Price Judge

Wednesday, October 26th A.D. 1887

5434 M. Seligman vs. D. L. Bristle — Cognovit

This day came the Plaintiff by Beatty & Johnson Attorneys and thereupon came D. W. Ayers one of the Attys. of Record of this Court, who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of attorney confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of $1140.00. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $1140.00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal and all right to file a petition in error are waived.

5435 M. Seligman vs. D. L. Bristle — Cognovit

This day came the Plaintiff by Beatty & Johnson Attorneys and thereupon came D. W. Ayers one of the Attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein and by virtue of the same warrant of attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition the sum of $540.00. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $540.00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal and all right to file a petition in error are waived

5436 M. Seligman vs. D. L. Bristle — Cognovit

This day came the plaintiff by Beatty & Johnson attorneys, and thereupon came D. W. Ayers one of the attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of $1060.00 It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $1060.00 so as aforesaid confessed to be due, together with costs of suit herein

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Wednesday, October 26th A.D. 1887

to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released and all right of appeal, and all right to file a petition in error are waived

5437 W. Seligman vs. J. L. Bristle } Cognovit

This day came the plaintiff by Beatty & Johnson attorneys and thereupon came D. W. Ayers one of the attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein and by virtue of the same warrant of attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of $1080.00. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $1080.00 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal and all right to file a petition in error are waived.

5438 W. Seligman vs. J. L. Bristle } Cognovit

This day came the plaintiff by Beatty & Johnson attorneys and thereupon came D. W. Ayers one of the attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiffs petition, the sum of $1060.73. It is therefore considered that said Plaintiff do recover of said Defendant the said sum of $1060.73 so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal and all right to file a petition in error are waived

5255 Joseph Robbins vs. Robert McElroy and S. S. McElroy }

This day this cause came on to be heard upon the petition of plaintiff, the answer of Defendants and the reply of Pltff. and the defendant not desiring or asking leave to amend their Answer, the Court being fully advised in the premises do find that the plaintiff is entitled to judgment against the defendants upon the pleading in the cause and for the amount claimed by plaintiff in his petition. It is therefore considered and adjudged that the plaintiff recover of said Defts the sum of $169 43/100 as plaintiff hath claimed in his petition and also his costs herein taxed at $ to which decision and judgment the Defendants excepts

Wednesday, October 26th A. D. 1887

5349 Michael O'Brien vs. O. E. Lincoln & Co.

This day this cause came on to be heard on the demurrer of the defendant to the petition of said plaintiff herein filed and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said demurrer. It is therefore considered and adjudged by the Court that the temporary injunction heretofore granted herein by the Probate Court of Union County Ohio, be dissolved vacated and wholly set aside, that the petition of said plaintiff be and the same hereby is dismissed. It is further considered and adjudged by the Court that the said defendant do recover of the said plaintiff its costs herein taxed to $ To all of which ruling and judgment of said Court said plaintiff hereby excepts.

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5272 Carson and Fox vs. S. H. Harwood et al.

Jury Trial

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a Jurty, to-wit:- Dan. D. Shuler, L. C. Conrad, Ed. Mackan, E. J. Evans, Isaac Noggle Ben. A. Snowdan, Robert Callaway, Mathew Lingrell, W. E Figley John M. Longbrake, Charles C. Bishop and Moses Smediker who being duly impaneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court; and after hearing the testimony arguments of counsel, and charge of the Court, the said jurors, retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their verdict in writing in words and figures following, to-wit:- "We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the Plaintiff and assess the amount due to the plaintiff from the Defendants at the sum of $0.$^{05}_{100}$. "Matthew Lingrel Foreman"

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Thereupon came said defendants and waived notice of motion for a new trial herein. It is therefore considered by the Court, that the plaintiffs recover of the defendants their damages so assessed by the jury and their costs herein expended taxed to # and that defendants pay their own costs taxed to $ for all of which execution is awarded. Record waived.

5103 Timothy Fahey vs. L. J. Taylor } Motion to dismiss over-ruled and Plaintiff has leave to answer interogatories by Oct. 29th 1887. Excepted to by Defendant.

Thereupon Court adjourned until tomorrow A. M. at 8½ o'clock.

Thursday, October 27th A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

5373	Elizabetta J. Stevenson vs. Edward O. Stevenson et.al. Mathew Lingrel, D. H. Fowler	On motion by plaintiff leave is granted her to file reply to the answers of and J. H. Sterling and replies filed Oct 27th 887
5283	The State of Ohio for the use &c. vs. J. J. Turner et.al. filed, October 27th 1887.	The Court on motion granted leave to Defendants to file answer and answer
5272	E. M. Witter vs. A. B. Witter	This day this cause is continued at the costs of the pltff. It is therefore considered that defendant recover of the plaintiff his costs of this term taxed at $
5313	Benj. Daugherty et.al. vs. John M. Sanders	This cause is continued with leave to plaintiff to amend his petition by Jan. 15th 1888
5316.	Levi Longbrake vs. Frank C. Ferris et.al.	Confirmation of Sale.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of the Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. and it is further ordered that the said sheriff convey to the purchaser Robert M. Round by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lien holders, in said premises so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on, to be entered on the record thereof in the office of the Recorder of Union County; And the Court coming now to distribute the proceeds of said sale, amounting to $, it is ordered that the Sheriff out of the money in his hands pay 1st the taxes now a lien on said premises; 2nd the costs of this action; 3rd to the plaintiff Levi Longbrake the amount heretofore found due him with interest, to-wit; the sum of $ 4th to Robert M. Round the amount heretofore found due him with interest, to-wit; the sum of $

Thursday, October 27th A. D. 1887

4994 Timothy Fahey
vs.
Delilah Price & Simpson Price et al

This day this cause came on to be heard upon the answer and cross petition of William Harriman the said Delilah Price and Simpson Price being in default for answer, reply or demurrer, and was argued by counsel, and the Court being fully advised in the premises do find that there is due from said Delilah Price and Simpson Price, upon the judgment before said Justice of the Peace as set forth in said answer and cross petition of said William Harriman the sum of Fifty-three + 95 Dollars with interest thereon from the 4th day of May 1886 and the Court find that a transcript of said judgment and proceedings was duly filed by said William Harriman on the 25th day of June 1886 in the Clerks Office of the Court of Common Pleas of said County of Union and was duly entered upon the execution docket of said Court according to law, and that said judgment including the costs is a lien upon the real estate described and set forth in plaintiffs petition from and after said 25th day of June 1886. It is therefore ordered and adjudged by the Court that unless said Delilah Price and Simpson Price within three days from this date (October 27th 1887) pay or cause to be paid to the Clerk of this Court the amount of said judgment with the interest thereon so found due as aforesaid together with the costs in this cause made herein and before said Justice of the Peace, an order issue to the Sheriff of this County commanding him to appraise advertise and sell said premises described in plaintiffs petition as upon execution, and that he bring the proceeds of such sale into court to abide the further order therein

5741 F. M. Sanders, Plaintiff
vs.
Peter S. Eddy, Defendant

Cognovit.

This day came the Plaintiff by F. T. Arthur Attorney, and thereupon came O. B. Walker one of the Attorney of Record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said Defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said Defendant to said Plaintiff as is alleged in said plaintiff's petition, the sum of $102.00 It is therefore considered that said plaintiff do recover of said Defendant the said sum of $102.00 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived

Thursday, October 27th A.D. 1887.

4834	Calvin Lister vs Allen Lister	Dismissed without prejudice to a new action at cost of Defendant by agreement. It is therefor considered and adjudged that the defendant pay the costs herein taxed to $
	J. L. McFarland vs S. D. Evans	By agreement dismissed at Defendants Cost. It is therefore considered and adjudged that the defendant pay the costs herein taxed to $
4870	J. P. Bailey vs F. D. Prouty et al.	Left off the docket to be reinstated on motion
	Wm H. Smith vs.	
5089	A. Boylan	Dismissed for want of prosecution, without prejudice to a new action at costs of Plaintiff. It is therefore considered and ordered that Plaintiff pay the costs herein taxed to $
	The State of Ohio on complaint of	
5220	——— Neville vs. Arch Black	Settled:- Defendant to pay costs. It is therefor considered and adjudged that the Defendant pay the costs herein taxed to $

Thereupon Court adjourned until tomorrow A.M. at 8½ o'clock.

Friday, October 28th A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as yesterday

5-113 W. G. & L. W. McAllister vs. The New York, Lake Erie & Western Railroad Co. This day came this cause on to be heard upon the motion of the Defendant- 5-382 for an order requiring the plaintiff to make their petition more definite and certain as in said motion stated: And the Court being fully advised in the premises does over rule said motion to which ruling of the Court in overruling said motion the defendant then and there excepted.

5-387 Harvey J. McCullough Admr. with the will annexed of Sarah Kilbourn deceased vs. S. M. Dockum et al. This day came the Plaintiff by his attorneys and the said Defendants still each failing to answer or demurrer to the said petition, made default and the Plaintiff waiving his right to a trial by jury submits this cause to the Court, and the Court being fully advised in the premises doth find the allegations of the said petition to be true and that there is due the plaintiff on the said notes in the first and second causes of action in the petition set forth the sum of Eleven Hundred and Fifteen Dollars and Eighty-Eight cents with interest at eight per cent from the entry of this decree It is therefore considered and adjudged by the Court that the said plaintiff do recover of the said defendant S. M. Dockum the said sum of Eleven 5-366 Hundred and Fifteen Dollars and Eighty-Eight Cents with interest as aforesaid and his costs in this behalf expended taxed to $ And the Court doth further find that the allegations of said petition are true and that the Defendants S. M. Dockum and Maggie S. Dockum his wife, executed and delivered to the said Sarah M. Kilbourn, then in full life but now deceased, the mortgage deed in the petition described and on the premises therein described; that the said mortgage was duly recorded in Book 20 page 257 of the Records of Mortgages of Lenawee County and is the first and best lien on the premises described in said petition; that said Sarah M. Kilbourn has departed this life as set up in said petition and that the plaintiff is her duly appointed and qualified Administrator with the will annexed. The Court further find that the conditions of defeasance in said mortgage has been broken and the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed It is therefore considered and adjudged and decreed that unless the said defendants S. M. Dockum and Maggie S. Dockum shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the plaintiff said Harvey J. McCullough Administrator with will annexed of said Sarah M Kilbourn deceased the sum of Eleven Hundred and Fifteen Dollars and Eighty-Eight cents with interest from the entry of this decree at the rate of eight per cent according to the terms of said mortgage that the said defendants equity of redemption be foreclosed and said premises in the

petitioner described shall be appraised, advertised and sold and an order of sale shall issue therefor to the Sheriff of Union County, Ohio for the time being directing him to appraise advertise and sell said premises as upon execution and bring the proceeds of said sale into Court for further order.

5-382	H. T. Carpenter vs. John Mulcahy	Settled and costs paid. No record.
5-366	Grace A. Holt vs. Levi Holt et al.	Appointment of Guardian Ad Litem

It appearing to the Court that the defendants Levi Holt, Wm J. Holt, Cassius C. Holt, Margaret A Holt, Olive M. Holt, Geo. W. Holt and Daniel Holt are minors and under the age of fourteen years, excepting Levi Holt who is a minor over the age of fourteen years, and have been duly and legally served with summons herein and that the said Levi Holt has neglected for twenty days from the return of summons served upon him to apply for a guardian ad litem, on motion of plaintiff J. S. McCampbell is hereby appointed guardian for the suit for said minor defendants.

And now comes the said J. S. McCampbell and in open Court accepts said appointment.

5-366	Grace A. Holt vs. Levi Holt et al.	Decree for Dower.

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence; on consideration whereof the Court find that the said George W. Holt was in his lifetime, seized in fee simple of the real estate and premises described in the petition, and that the plaintiff is the widow of the said George W. Holt deceased, that the said George W. Holt died leaving a last will and testament which was duly proven and admitted to probate, that the said plaintiff has appeared in the probate Court of said Union County and elected not to take under said will, and that she is entitled to have her dower in the said premises assigned and set off to her as prayed in her petition. It is therefore considered, adjudged and decreed by the Court that the said plaintiff be endowed of the one full equal third part of the premises described in the petition; and that a writ issue to the Sheriff of Union County commanding him that by the oaths of Joseph Marcall, Thomas Wentzbaugh and Ingham Wood three judicious, disinterested men of the vicinity in the County who are not of kin to either of the parties and who are hereby appointed commissioners for that purpose, he set off and assign such Dower to said plaintiff according to law. And that of such proceedings together with the said Commissioners appraisement of the yearly net value of said real estate estimated from the 1st day of Sept 1887 to the day of such assignment of Dower, the said Commissioners and said Sheriff make return without unnecessary delay.

Friday, October 28th 1887.

5287 Nate L. Moffitt vs Lewis W. Stiggers — Jury Trial

This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a Jury, to-wit, Dan D. Shuler, L. C. Conrad, Ed. Mackam, Isaac Swiggle, John M. Longbrake, B. A. Snowden, W. E. Rigley, C. C. Bishop, Moses Snedeker, Marshall Morris, James Mills and J. P. Connor, who being duly impaneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence unless withdrawn by consent of parties, or discharged by the Court and after hearing the testimony, arguments of counsel and charge of the Court the said jurors retired to their room to deliberate upon their verdict and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following, to-wit:- 5278

The State of Ohio, Union County, Court of Common Pleas of said County October Term, Oct. 28th 1887, Nate L. Moffitt Plaintiff vs. Lewis W. Stiggers Defendant-

"We, the Jury, being duly impaneled and sworn, find the issues in this case in favor of the Defendant." "B. A. Snowden Foreman"

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Thereupon Court adjourned until Monday P.M. at 1 o'clock.

Monday, October 31st A.D. 1887

Court convened this P.M. according to adjournment the same offices being present as on Friday.

5320 Joshua Cape vs. J.W. Grindell } This day came the parties by their attorneys and declared this cause settled upon the following terms:- the Defdt shall pay the Plaintiff the sum of $85.00 and the costs in this case. It is therefore considered by the Court that the plaintiff recover of the Defendant said sum of $85.00 and costs; and that this judgment draw 8% int.

5278 Elias Johnson vs. Peter Hill et al } This day it appearing that the parties to this action have made amicable partition among themselves, and that no proceedings are to be had under said partition order. On motion of plaintiff this cause is dismissed at his costs. It is therefore considered that the plaintiff pay the costs herein made taxed at $ and no record.

Hannah Yates vs. R.A. Glick } This cause came on for hearing upon motion of plaintiff to dismiss the appeal and was argued by counsel and said motion was overruled.

4799 Lester Clever vs Martin Matthews } Dismissed without prejudice to a new action at plaintiffs cost. It is therefore considered and adjudged that the plaintiffs pay the costs herein taxed to $

5166 W.K. Baker vs. E.E. Hazen taxed to $ } Dismissed for want of prosecution at Plaintiffs Cost. It is therefore ordered and adjudged that Plaintiff pay the Costs herein

5171 Saml J. Fisher vs. Wm Woodworth } Dismissed for want of prosecution without prejudice to a new action, at Plaintiffs cost. It is therefore considered and adjudged that Plaintiff pay the costs herein taxed to $

5294 Henry D. Hancock vs Mary Martindale } Dismissed without prejudice & a new action at Plffs cost. It is therefore ordered and adjudged that Plaintiff pay the costs herein taxed to $

5321 Rober Farrer vs. J.W Grindle } Settled at costs of Pltff. It is therefore ordered and adjudged by the Court that Plaintiff pay the costs herein taxed to $ and in default thereof for ten days executive issue therefor.

Monday, October 31st A.D. 1887

Mary Bergman et-al.
vs.
Phebe Laird et-al.

This day came on this cause for further hearing and the Court being fully advised in the premises do

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Thereupon Court adjourned until tomorrow A.M. at 8½ o'clock

Tuesday, November 1st A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday

O. E. Lincoln & Co.
vs
5030 E. P. Houghton et. al.

This day this cause came on to be heard on the return of the Sheriff of the Writ of Execution issued herein against the defendant Michael O'Brien with his report of his proceedings and sale of lands and tenements under said writ. And the Court having carefully examined the said proceedings, being satisfied that the said sale has in all respects been made in conformity to the provisions of the statute in such cases made and provided, finds the same to be legal and does therefore approve and confirm the same. It is further ordered that the Sheriff make to the purchaser Robert In Henderson a deed in fee simple for the lands and tenements so sold, to-wit:- Situate in the Township of Paris, County of Union and State of Ohio, Part of Virginia Military Survey No. 5728. Beginning at a stone in the center of the crossing of the Marysville and North Lewisburg Gravel Road and the road located on the line between the Township of Allen and Paris and in the west-line of said Survey; thence with said Survey line and the center of said last-mentioned road N. 35° 30' W. 82 1/100 poles to a stake; thence N. 81° W. 33 poles to a stake: thence S. 36° E. 72 7/100 poles to the center of said Gravel Road; thence with the center of said Gravel Road S. 62 1/2° W. 31 poles to the place of beginning, Containing Fifteen acres more or less.

And the said purchaser is hereby subrogated to all the rights of said plaintiff so far as its judgment is satisfied herein for the protection of his title. And a writ of possession is awarded to put said purchaser in possession of said premises. And the Court coming now to the distribution of the purchase money in the hands of the Sheriff, Amounting to $361.50 orders that he pay
1st. To the Treasurer of said County, the taxes due on said premises $7.39
2nd. To the Clerk of this Court the costs taxed to $ and
3rd To the said plaintiff the residue of said money amounting to $ to be applied as a credit on its said judgment.

Philip Snider
vs
5377 Wm M. Winget et. al.

This day this cause came on for hearing on motion of the defendants to strike the amended petition from the files on the grounds:- 1st that said amended petition is a departure from the original petition and 2nd that the Court has no jurisdiction of the subject-matter in said amended petition: And the same was argued by Counsel and submitted to the Court, On consideration whereof the Court do overrule said motion, to which ruling and decision of the Court the said defendants by their attorneys then and there except. The defendants then asked and obtained leave to plead to said amended petition instanter

Tuesday, November 1st A.D. 1887

5-350 Benjamin H. Warder vs. Brownerges Green and Elizabeth A. Green — Petition on Note and Mortgage

And now comes the said Benjamin H. Warder by T.B. Fulton his attorney, and the said Brownerges Green and Elizabeth A. Green still failing to demur or answer to the said petition the said petition is taken to be true. It is therefore considered that the said plaintiff ought to recover the amount due him by reason of the premises; on consideration whereof the Court find that there is due to the plaintiff from the said Brownerges Green on the notes and mortgage in the petition mentioned and set forth, interest being computed to 1st day of this term, the sum of Seventeen Hundred & Twenty Five Dollars and forty-eight cents, and that it is lien upon said premises:-

It is therefore considered by the said Court here that the said plaintiff recover of the said defendants the said sum of seventeen hundred and twenty-five dollars and forty-eight cents and the said judgment bear interest at 8 per cent and also his costs taxed at $ And it is further ordered and adjudged that in case the said defendant Brownerges Green fail for three days from this date, to pay to the said plaintiff the said sum of Seventeen hundred twenty-five dollars and forty-eight cents so as aforesaid found due, with costs of suit, an order issue to the Sheriff of Union County, Ohio, commanding him to cause the said lands and tenements in said petition described, to be appraised advertised and sold according to law, and apply the proceeds of the sale, first in payment of costs; second, in payment of the judgment so as aforesaid rendered; and the residue, if any, he bring into Court, to abide the further order of said Court.

Judgt. 4706 5367

5-183- Timothy Middleton vs. David Green et. al.

This day came the parties by their attorneys and submitted this cause to the Court upon the petition of Plaintiff, the answer of Defendants and the reply of Plaintiff thereto, upon consideration thereof by the Court (the parties agreeing thereto) the Court find that there is due the Plaintiff in this action as in his petition he has alleged the sum of one hundred and forty dollars ($140.00) with interest at eight per cent from this date (Nov. 1st, 1887) and costs of this suit.

It is therefore considered ordered and adjudged by the Court that the Plaintiff recover of the Defendant the said sum of one hundred and forty dollars ($140.00) with interest at eight per cent from this date and also the costs of this suit taxed at $ and in default of payment of said sum and interest with costs of this suit that execution issue therefor.

Tuesday, November 1st A.D. 1887

George Schoby, Plaintiff
5028 vs
Henry Land, Defendant } This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a jury, to-wit: Marshall Morris, Moses Snediker, Chas. Bishop, John M. Longbrake, N. E. Figley, Mathew Leingrel Robert Callaway, B. A. Snowden, Isaac Snyder, E. J. Evans, Ed Mackan and L. C. Conrad who being duly impaneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court; and after hearing the testimony arguments of counsel, and charge of the Court, the said jurors retired to their room to deliberate upon their verdict; and after due deliberation returned into open Court and presented their verdict in writing, in the words and figures following, to-wit:-
The State of Ohio, Huron County. Court of Common Pleas of said County. October Term, Nov. 1st 1887, George Schoby Plaintiff vs. Henry Land Defendant
Verdict "We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the Defendant" "L. C. Conrad Foreman"
And this therefore considered and adjudged that Deft: recover of Plff his costs. To all which Deft excepts

Emma Walters
4706 vs.
Wm Schmelzer } This day came the parties and this cause was dismissed at the cost of the plaintiff. It is therefore considered and adjudged by the Court that the Defendant recover of the Plaintiff the cost herein expended taxed to $

Emma D. Wooley
5367 vs.
Lincoln Wooley } This day this cause came on for hearing upon the petition of the Plaintiff, the Defendant being in default for answer, and the Court being fully advised in the premises do find for the Plaintiff: First, that the parties were married as stated in the petition: Second, that due legal notice had been had upon the Defendant as required by statute: Third, that the Defendant had been guilty of gross neglect as alleged in the petition for more than three years last past. It is therefore considered and adjudged by the Court that the marriage relation heretofore existing between the parties be entirely dissolved forever and that the plaintiff be fully divorced from the defendant and that she have the custody, care and control of their infant child Effie Jr. Wooley and that the Defendant be allowed to visit said child at all proper times and that she recover her costs herein taxed at $

Thereupon Court adjourned until tomorrow A.M. at 8½ o'clock.

Wednesday, November 2nd A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

Anson H. Smith
vs.
Ann Eliza Smith

On the showing of Defendant and on her application this cause is continued until the next Term of this Court.

5403

5308 Adam Howard et al.
vs.
Willis Amrine

This cause is re-assigned on the docket for trial on the 10th of Nov. 1887.

5366 Grace A. Holt Plaintiff
vs
Levi Holt, Wm J. Holt, Carris C. Holt, Margaret A. Holt, Olive M. Holt, Daniel Holt and George H. Holt, Defendants

Confirmation of Report of Assignment of Dower.

This cause came on for hearing upon the Return of the Sheriff and of the Commissioners herein of their proceedings in the assignment of Dower under the former order of this Court, and on the motion to confirm the same: And the Court being fully advised in the premises, finds said proceedings and assignment in all respects in conformity to law and hereby approve and confirm the same. It is therefore ordered and decreed that the said Grace A Holt have and possess the lands so assigned to-wit:- Situate in the County of Union and State of Ohio H.M. Survey No 5646 bounded and described as follows:- Commencing at a stone in the centre of the Kinney Gravel Road and 4.04 poles S. 4½ West from the angle in said road near Levi Wells at the intersection of a mud road: thence with the centre of said mud road N. 80½ W. 108 poles to a stake; thence S. 9½ W. 87.5 poles to a stake; thence S. 80½ E 108 poles to the center of said gravel road; thence with the center of said gravel road N. 9½ E 87.5 poles to the place of beginning, containing 59 acres being lot No. 9 of the divisions of Joseph T. Styers estate: as and for her reasonable Dower in said premises: It is further ordered that the said defendant pay to said plaintiff the sum of ($26 82/100) Twenty Six & 82/100 Dollars being one third of the sum returned by said Commissioners as the net value of said premises from the time of filing this petition to the assignment of Dower: It is further ordered that the costs of this case be paid as follows:- one third by plaintiff and two thirds thereof by the defendants.

5401

5283

6402 Wm. McCormick Harvesting Machine Co.
vs.
Joseph F. Boggs

And now comes the plaintiff by its attorney and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true. The Court further finds that the defendant Joseph F. Boggs is indebted to the plaintiff, the Wm McCormick Harvesting Machine Company in the sum of one hundred seventy nine and 6/100 Dollars ($179.06) It is therefore

considered by the Court that the said McCormick Harvesting Machine Company, the plaintiff, herein recover from the said defendant the said sum of one hundred seventy nine and 06/100 dollars ($179 06/100) with interest at eight per cent per annum and his costs herein expended taxed at $

5403 Eagle Machine Works vs Abraham & Calvin Wolford — Now comes the plaintiff by its attorneys and the defendants being in default for answer and demurrer this Court finds the allegations of the petition are by them confessed to be true and finds that the defendants Abraham Wolford and Calvin Wolford are indebted to the plaintiff the Eagle Machine Works in the sum of one hundred thirty and 98/100 dollars. It is therefore considered by the Court that the plaintiff recover from the said defendants the said sum of one hundred thirty and 98/100 dollars ($130 98/100) with interest from the first day of this term of Court and its costs herein expended taxed to $

5401 McCormick Harvesting Machine Co. vs. Cornelius Mulvaine — And now comes the plaintiff by its attorneys and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are by him confessed to be true and the Court further finds that the defendant Cornelius Mulvaine is indebted to the plaintiff The McCormick Harvesting Machine Company in the sum of one hundred nine and 38/100 dollars ($109. 38/100) It is therefore considered by the Court that the said plaintiff recover of the said defendant the said sum of one hundred nine and 38/100 dollars ($109 38/100) with interest from Nov. 1st 1887 at 8 per cent per annum and its costs herein expended taxed at $.

5285 P. T. Leightner vs D. H. D. Leightner Exr. & — This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a Jury, to-wit: Marshall Morris, Moses Snediker, Charles O. Bishop, John M. Longbrake, W. E. Figley, Mathew Lingrel, Robert Galloway, B. A. Snowden, Isaac Noggle, E. J. Evans, Ed Mackan, L. C. Conrad, who, being duly impaneled and sworn to well and truly try the issue joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony, arguments of counsel, and charge of the Court, the said jurors, retired to their room to deliberate upon their verdict and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following to-wit:- The State of Ohio, Union County, Court of Common Pleas of said County October Term, A.D. 1st 1887. P. T. Leightner Plaintiff vs. D. H. D. Leightner Admr & Defft. "We, the Jury, being duly impaneled and sworn, find the issues in this case in favor of the plaintiff and assess the amount due to the Plaintiff from the Defendant at the sum of Four Hundred Fifty-one & 62/100 Dollars ($451 62/100)"

"Mathew Lingrel Foreman."

Wednesday, November 2nd A.D. 1887

5364 William P Hazen vs. Robert H. Neilson — Now comes the plaintiff by his attorneys and offers proof of publication of the pendency and prayer of the petition herein, and the Court finding said publication and proof in all respects regular and according to law do hereby approve the same.

5354 William P. Hazen, Plff vs. Robert H. Neilson, Deft. — This day came the plaintiff by his attorneys and this cause came on to be heard on the petition of plaintiff and the evidence and was submitted to the Court for consideration whereof and the Court being duly advised in the premises do find that the defendant has had due legal notice of the pendency and demand of the said petition and he is in default for answer and demurrer and that the said petition is hereby by him confessed to be true. Thereupon the Court do further find that the said plaintiff Wm P. Hazen is seized of and has a legal right to the undivided five sixths (5/6) part of the estate described in the petition and is entitled to have partition made of said premises; that the defendant Robert H. Neilson is a tenant in common with the said plaintiff in the said premises in the following proportions, to-wit:- the said Robert H. Neilson is seized of and has a legal right to the undivided one sixth (1/6) part thereof. And no reason appearing why partition should not be made it is therefore ordered adjudged and decreed that partition of said estate be made, and that an order issue to the Sheriff of the said County of Union commanding him that by the oaths of William H. Conkright, Morris W. Hill and J. L. Horn three judicious and disinterested freeholders of the vicinity who are not of kin to either party and who are hereby appointed Commissioners for that purpose he cause to be set off and divided to the said plaintiff and to the defendant the part and proportions of the said estate to which they are hereinbefore severally found entitled: And it is ordered that if in the opinion of the Commissioners said premises can not be divided by metes and bounds without injury to the value thereof they appraise the same: and of his proceedings herein the said sheriff is ordered to make due return forthwith.

5287 Nate L. Moffitt vs. Lewis W. Stiggers — The Jury in this cause, having on a former day of this term of Court having brought in their verdict in favor of the defendant and no motion for a new trial having been made It is therefore considered and adjudged that the defendant recover of the plaintiff his costs herein expended taxed to $ and that the plaintiff pay his own costs herein taxed to $

Thereupon Court adjourned until Tomorrow A.M. at 8½ o'clock.

Thursday, November 3rd A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

Thereupon Court adjourned until tomorrow morning at 8 o'clock

Friday November 7th A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

Aletia Baily
vs.
Wm Baily

5352 5-13-0

This day came the parties by and with their attorneys and on motion of the defendant leave is granted to him to withdraw the answer herein filed on the 27th day of July 1887, And thereupon this cause came on to be heard upon the petition of the plaintiff and the evidence and was argued by Counsel upon consideration of which the Court do find for the testimony that the plaintiff has been a resident of Union County, Ohio or is now such that she has been a resident of the State of Ohio for more than a year last before filing her petition herein that the parties were married as stated in the petition And the Court do find that the said defendant has been guilty of extreme cruelty toward the said plaintiff as alleged in the petition and that she is by reason thereof entitled to be divorced from him 5-331

It is therefore considered by the Court that the marriage relation heretofore existing between said parties be and the same hereby is dissolved and wholly annulled and both parties are released from the obligations thereof which is so ordered by the Court. And it is further ordered that said defendant pay to the plaintiff as her reasonable alimony the sum of $275.00 and the costs of this suit and in default that executions issue therefor.

5-258

State of Ohio
vs
D. J. Evans
} Partition

5-28

Continued at cost of defendant

5-258

5-324

Thereupon Court adjourned until tomorrow morning at 8½ o'clock

Saturday, November 5th A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

Mary Davis
vs.
5-15-0 C. M. Burgoon

And now come the parties by their attorneys and this cause came on to be heard upon the motion of the plaintiff to require the defendant to amend his answer as to certain matters; was argued by counsel and submitted to the Court: Whereupon the Court being fully advised in the premises do sustain the motion so as to require the defendant to show whether the money was paid to Blake at the bank and the balance of motion overruled and leave granted to the defendant to file amended answer by Nov. 9th next.

Ida Bidwell et al.
vs.
5-331 Cicero Kent et al.

This day this cause came on to be heard upon the demurrer to the answer of Lucinda Barlow and the Court being fully advised in the premises do sustain said demurrer to the said answer and it appearing to the Court that said defendant not desiring to further plead to said petition said answer was therefore dismissed at the costs of said defendant Lucinda Barlow.

W. W. Witter Exr. &c.
vs.
5-25-8 A. B. Witter et al.

This day this cause came on to be heard on the motion of Plaintiffs to require the defendant A. B. Witter to make his answer more definite and certain, on consideration whereof the Court overrules said motion.

W. W. Witter and E. E. Witter Exrs.
vs.
5-25-8 A. B. Witter et al

This day this cause came on to be heard on the demurrer of plaintiffs to the amended answer of A. B. Witter: On consideration whereof the Court sustains said demurrer to which sustaining of demurrer Defendant excepts. Leave was granted Susan Witter to file Answer by November 9th and leave was granted A. B. Witter to file second Amended answer on Nov. 9th

William Jolliff Jr.
vs.
5-324 George M. Warner et al

This day on motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser William Jolliff Jr. by deed, according to law the property so sold: and the said purchaser is hereby subrogated to all the rights of the said lien-holders in said premises, so far as they may be paid herein for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

Saturday, November 5th A.D. 1887

And the Court coming now to distribute the proceeds of said sale amounting to $ it is ordered that the Sheriff out of the money in his hands pay 1st the costs herein taxed at $ 2nd To the plaintiff the balance of the proceeds of said sale to be applied on the decree heretofore rendered herein

5-35-7

5236

Thereupon Court adjourned until November 9th 1887, at one o'clock P. M.

Wednesday, November 9th A. D. 1887.

Court convened this P. M. pursuant to adjournment Judge Caleb H. Norris, Sheriff Hopkins and Pros. Atty. Brodrick being present

Attest:

5357 Lora M. Sharp, Pltff vs. Alonzo L. Sharp, Deft } Court of Common Pleas Union County, Ohio

Now came the Plaintiff and the Defendant having been legally summoned by publication and having failed to appear, the Court find him in default for answer and demurrer to said petition, and that the allegations thereof are confessed by him to be true. The Court further find, upon the evidence adduced that the Plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at the time a bona fide resident of said County of Union, and that the cause of complaint arose in said county, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the said Defendant has, for more than three years last past, been willfully absent from said Plaintiff: That said Defendant has been guilty of gross neglect of duty, and extreme cruelty to ward the said Plaintiff, and that by reason thereof, the said plaintiff is entitled to a divorce as prayed for.

It is therefore, ordered and adjudged by the Court that the marriage contract heretofore existing between the said Lora M. Sharp and Alonzo L. Sharp be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said child of the parties hereto, be, until further order, confided to the said Lora M. Sharp exclusively; and the said Alonzo L. Sharp is hereby enjoined from interfering in any manner with said child, or with the Plaintiff, who is the mother of said child and who has the lawful custody of the same. But it is hereby ordered that the Defendant have the privilege of visiting said Child at all proper hours during the day time and any violation of this privilege by either party may be reported to this Court. It is further considered by the Court that the said Plaintiff pay the costs of this proceeding

5236 William H. Wolford et al. vs. Uriah Cahill et al. } This day this cause came on to be heard upon the demurrer of the Defendants to the petition of the plaintiffs and was argued by counsel: On consideration whereof and the Court being fully advised in the premises finds that said demurrer is not well and the same is therefore overruled, and the said Defendants not desiring to further plead the injunction heretofore granted herein be made perpetual as prayed for in the said petition, and that the defendants pay the costs herein taxed at $

Wednesday, November 9th A. D. 1887

5400

Thereupon Court adjourned until tomorrow morning at 8 1/2 o'clock.

Thursday, November 10th A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

Richard Brewster et al.
vs.
Jathan Bell et al. and
P.B. Cole & S.A.M. Cloud

On motion this cause came on to be heard on the motion of Richard Brewster et al. who were Defendants in the cause No. 1839 in this Court and Jathan Bell et al. were Plaintiffs, to take judgment against P.B. Cole and S.A.M. Cloud who were security for costs for said Jathan Bell et al. in said cause. Whereupon said Court is satisfied from the evidence that said motion has been on file for fifteen days and lawful notice thereof served on said Cole and said M.C. Cloud and that they duly signed as security for costs in said case and that there remains unpaid of said costs in said cause the sum of three hundred and eighteen dollars and ninety five cents and said Cole and M.C. Cloud not showing any cause why judgment should not be entered up against them under the statute. It is therefore considered, ordered and adjudged by the Court that said P.B. Cole and said M.C. Cloud pay said costs amounting to $318.95/100 in ten days and in default thereof that execution issue in said cause against them for that amount as upon judgments at law.

George W. Snodgrass
vs.
5400 Silas S. Snodgrass et al.

This day this cause came on to be heard upon the petition of the plaintiff and the evidence, and the Court finds that all of the defendants have had due legal notice of the pendency and demand of the said petition, and that they are in default for answer thereto. Whereupon, the Court further find that the plaintiff and the defendants Robert B. Snodgrass, Hannah E. Jeffers, Martha J. Lewis, Rachel A Snider and James W. Tilton are tenants in common in the first parcel described in the said petition: that the plaintiff has a legal right to one undivided one sixth thereof and the defendants Robert B. Snodgrass, Hannah E. Jeffers, Martha J. Lewis, Rachel A. Snider and James W. Tilton each have a legal right to the undivided one sixth and that plaintiff is entitled to have partition of said estate made as prayed in his petition. The Court further find that the plaintiff and defendants Silas S. Snodgrass, Robert B Snodgrass, Hannah E. Jeffers, Martha J. Lewis and Rachel A. Snider are tenants in common in the second parcel described in the petition:- that the plaintiff has a legal right to one undivided one-sixth thereof increased by the sum of One Hundred and twenty-five Dollars:- That the defendant Robert B. Snodgrass has a legal right to one undivided one-sixth thereof less the sum of Two Hundred Dollars: that the defendant Silas S. Snodgrass has a legal right to one undivided one sixth thereof less the sum of three Hundred Dollars: That the defendant Hannah E. Jeffers, Martha J. Lewis and Rachel A. Snider each have a legal right to one undivided one-sixth, each one-sixth to be increased by the sum of One Hundred and Twenty-five Dollars, and that the plaintiff is entitled to have partition of said estate made as prayed in said petition

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest: and that Philip

Thursday, November 10th A.D. 1887.

Snider, James H. Roney and Smith A. McCloud, three judicious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make the same. And it is ordered that a writ of partition issue to the Sheriff of Union County, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties, the part and proportion of said estate to which they are severally above found entitled and that if partition can not be made without manifest injury to the same that then they appraise the above described real estate in parcels, as to them seems fit and return their proceedings to the next term of this Court at which time this case is passed for further order. 3407

3365 Jane Bancroft vs. William Bancroft — See page 374 3331

Thereupon Court adjourned until tomorrow morning at 8½ o'clock

Friday, November 11th A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

3404 Mary Columber et al. vs. John M. Columber et al. } This day came on this cause to be heard upon demurrer to the petition, was argued by counsel and submitted to the Court. Whereupon the Court being fully advised in the premises, on consideration sustains the same and the plaintiff upon application is allowed to amend his petition by Dec. 3rd next.

3331 Ida M. Bidwell et al. vs. Cicero Kent et al. } On motion to the Court by the plaintiff and upon producing the return of the Sheriff and the report of the Commissioners heretofore appointed by the Court herein and the same having been examined by the Court and found in all respects correct and in conformity to Law and the former orders of this Court the said proceedings and report are hereby approved and confirmed. It is therefore ordered and decreed that the said Marinda Kent have and posses the lands so assigned to her as and for her reasonable Dower in said premises and that the other said parties hold in severalty the parts and premises so set off and assigned to each respectively. And it is further ordered that the costs of this actions, including a counsel fee of $ 11.00 to J. M. Kennedy the Atty for services herein taxed at $ be paid by the said parties in the following proportions, to-wit: The Plaintiff 1/8 of said costs; the Defendant Cicero Kent 1/4 part of the same: the Defendant Lucinda Barlow 1/4 of said costs; Frank S. Kent by his Guardian Aaron Boylan, who is made a party hereto by the order of the Court 1/8 part of said costs: Lulu Kent whose proper name is Lucinda A. Kent and Don Kent whose proper name is Hiram Don Kent by their Guardian John M. Bennett the one eighth part each of said costs

Thereupon Court adjourned until Nov. 14th 1887. at 10 o'clock P.M.

Monday November 14th A.D. 1887

Court convened this P.M. pursuant to adjournment: Judge Price, Sheriff Hopkins, Pros. Atty. Brodrick being present.

Attest-

5-361 Margaret Lpow vs John Lpow et al } This day came the plaintiff and made proof to the satisfaction of the Court of due notice to the defendants of the filing of this petition and the Court find that all of the defendants in this case have been legally served with notice and made proper parties herein and thereupon this cause came on to be further heard and the Court being fully informed in the premises do find that said allegations of said petition are true and that of the money paid by plaintiff as pike assessments the said defendants ought in equity to pay their just share and that the just share of said assessments which the said defendants should pay amounts to $186 20/100. Therefore it is considered, ordered and decreed by the Court that the said defendants pay to plaintiff said sum of $186 20/100 and her costs taxed to $ in ten days And further the Court find that said sum is a lien in equity on said land and therefore the Court order and adjudge that if said defendants fail to pay said judgment and costs and interest that an order of sale issue commanding the Sheriff of this County to appraise, advertise and sell according to law that part of the farm in said petition described as lies west to D. H. Hendersons farm and which is cut off from the balance of the farm by the public road running through the farm, and report his proceedings to this Court

5-411

Elizabeth Delinger vs. Charles Delinger } This day came on this cause to be heard whereupon the defendant Charles Delinger who is in possession, not claiming more than one undivided fourth of said 20 acres of land in the petition described and it appearing that the plaintiff by the conveyance from Mrs Barbara Bruck, Mrs Margarette Emmett, Mrs Magdalena Boshans Sebastian Ell and John Adam Ell is the owner of the undivided five sevenths of the remaining three fourths and the other two sevenths of said remaining three fourths belong to the heirs of Frederick Ell decd and the heirs of Barbara Delinger decd. Therefore it is considered and adjudged by the Court by the consent of the parties that said defendant hold the five acres conveyed to him by the heirs of George Herpman and the plaintiff recover her five sevenths of the said remaining three fourths of said land and the said defendant not resisting the plaintiffs claim it is considered and adjudged by the Court that plaintiff in ten days pay the costs herein taxed to $ and in default of payment that execution issue therefor and the amended petition is withdrawn from the files without prejudice.

5-302

5-354

George W. Swodgrass vs. Silas S. Swodgrass et al } This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof and

5-400

that said Commissioners have made and returned their appraisement of said estate as follows: First parcel at the sum of $2200.00, The east half of the second parcel at the sum of $2100.00, the west half of the second parcel at $1900.00 and the whole of said second parcel at $3900.00, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said estate or either parcel at its appraised value, on motion of the plaintiff it is ordered that said estate be sold at public auction, and that an order issue therefor to the Sheriff of Union County. And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

5411 J. W. Robinson vs. H. M. Haines, R. J. Haines, H. R. Cahill, Clement W. Cahill

This day came on this cause to be heard by the Court, whereupon the Court being fully advised in the premises do find the allegations of said petition to be true, but finds that the said H. M. Haines has since the commencement of this suit, made three payments to-wit: twenty dollars and ten dollars and three hundred dollars leaving now due and unpaid the sum of four hundred and forty-two 30/100 dollars ($442.30/100) with interest from Nov. 1st 1887, and the Court find that plaintiff has on the payment of the $300. released eight acres of the land in the petition described which said H. M. Haines has conveyed to Alexander Cahill leaving 32 acres thereof on which said $442 30/100 remains the first lien.

It is therefore considered and adjudged by the Court that plaintiff recover of the said H. M. Haines said sum of four hundred and forty-two 30/100 dollars and costs taxed to # And the Court further order & decree that said H. M. Haines pay said $442 30/100 and interest and costs in five days and in default thereof that an order of sale issue for the land in said petition described except the 8 acres which has been conveyed to Alexander Cahill and sell the same according to law to pay said decree for $442 30/100 and interest from the 1st of Nov. 1887 and the costs herein taxed to #

5354 William P. Hazen, Plaintiff vs. Robert H. Neilson Defendant

This day this cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on the motion to confirm the same. And it appearing that said estate can not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said premises in the sum of $28.00 per acre the Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said premises at their appraised value on motion of the plaintiff it is ordered that said premises be sold at public Auction at the front door of the Court House in Marysville Ohio and that an order issue therefor to the Sheriff of Union County Ohio and on good cause shown to the Court it is ordered that said sale be

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for cash on day of sale. And that said Sheriff return his proceedings to this Court without unnecessary delay.

5423 J. W. Robinson vs. Malin Burris, Eva Burris, Nancy A. Gray, Albert Gray & J. W. Cummins

This day came the plaintiff and the Court finding that defendants have been duly brought into Court and made parties to this action and the Court being fully advised in the premises do find the allegations of the plaintiffs petition to be true and that there became due to plaintiff on the 11th of Nov. 1885 as the first grace interest on said two notes in the petition described the sum of $57.00 and a like sum Nov. 11th 1886 and a like sum Nov. 11th 1887 and there is due plaintiff interest on said interest to this date Nov. 14th 1887 all amounting to the sum of $181.26/100 in full of interest to Nov. 11th 1887, and therefore it is considered ordered and adjudged by the Court that the plaintiff recover of the defendants Malin Burris and Eva Burris the said sum of one hundred and eighty-one and 26/100 dollars and his costs herein taxed to $ Further the Court find that said sum is due plaintiff and is a lien on the land in said petition described as set up in said petition. Wherefore it is considered ordered and decreed by the Court that if the defendants fail for five days to pay the said interest found due as aforesaid that an order of sale issue to the Sheriff of this County commanding him to appraise advertise and sell said premises according to law and bring the proceeds into Court. And as to all other questions this cause is continued and reserved for further adjudication

5417 William Kirk, Plaintiff vs. Mary E. Garrean et.al. Defendants.

And now comes the said William Kirk by T. B. Fulton his attorney (and the Defendants by their attorney, and thereupon this cause came on to be heard upon the petition, answer and evidence, and was argued by counsel, and the said Mary E. Garrean and George W. Garrean still failing to demur or answer to the said petition the said petition is taken to be true. It is therefore considered that the said plaintiff ought to recover the amount due him by reason of the premises; on consideration whereof the Court find that there is due to the plaintiff from the said Mary E. Garrean and Geo. W. Garrean on the note and mortgage in the petition mentioned and set forth, the sum of Three Hundred and Twenty-five Dollars and Twenty-nine cents and that it is lien upon said premises: It is therefore considered by by the said Court here, that the said plaintiff recover of the said defendant the said sum of Three Hundred and Twenty-five dollars and twenty nine cents the sum found due as aforesaid, and also costs taxed at $ And it is further ordered and adjudged that in case the said defendant Mary E. Garrean and George W. Garrean fail for 3 days from this date, to pay to the said plaintiff the said sum of Three Hundred and Twenty-five dollars and twenty-nine cents so as aforesaid found due, with costs of suit, an order issue to the sheriff of Union County Ohio commanding him to cause the said lands and tenements in said petition described, to-wit: to be Appraised, Advertised and sold, according to law, and apply the proceeds

of the sale, first in payment of costs: second, in payment of the judgment so as aforesaid rendered: and the residue, if any, be bring into Court; to abide the further order of said Court-

William Kirk, Plaintiff
vs.
6417 Jonathan Beard, Defendant-

And now comes the said William Kirk by F.B. Fulton his attorney (and the Defendant by their attorney, and thereupon this cause came on to be heard upon the petition, answer and evidence, and was argued by counsel) and the said Jonathan Beard still failing to demur or answer to the said petition, the said petition is taken to be true. It is therefore considered that the said plaintiff ought to recover the amount due him by reason of the premises: on consideration whereof the Court find that there is due to the plaintiff from the said Jonathan Beard on the notes due and mortgage in the petition mentioned and set forth, the sum of Seven Hundred and Forty-nine Dollars and Ninety three Cents and that it is lien upon said premises. It is therefore considered by the said Court here, that the said plaintiff recover of the said defendant the said sum of Seven Hundred Forty-nine Dollars and Ninety-three cents, the sum found due as aforesaid, and also costs taxed at $ And it is further ordered and adjudged that in case the said defendant Jonathan Beard fail for 3 days from this date, to pay to the said plaintiff the said sum of Seven Hundred Forty-nine Dollars and Ninety three cents so as aforesaid found due with costs of suit, an order issue to the Sheriff of Union County Ohio, commanding him to cause the said lands and tenements in said petition described to be appraised advertised and sold according to law, and apply the proceeds of the sale first in payment of costs; second, in payment of the judgment so as aforesaid rendered: and the residue, if any be bring into Court to abide the further order of said Court-

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Thereupon Court adjourned until tomorrow morning at 9 1/2 o' clock

Tuesday, November 15th A.D. 1887

Court convened this A. M. pursuant to adjournment the same officers being present as on yesterday.

In the matter of the exceptions to the account of the Executors of Isaac Yane } Common Pleas Court Union Co. Ohio.

This day came the executors and Nancy J. Yount Legatee and say to the Court this cause is settled and to be dismissed without record upon the following terms: II The settlements of said Executors in accounts from one to six inclusive are approved and confirmed III The seventh account heretofore filed when showing true statement of rents is approved and confirmed with the following changes and modifications - there is to be deducted from the charges against said Executors the Newhouse note of $15.30 and to be charged against them the sum of $100. charged by error to William McAdow and also the sum of $5.32 charged to C. M. Ingman, $12.20 to Scott and $5. for the Tribune with these modifications the seventh account is approved.
III. The Executors in addition to the seventh account agree to file a settlement on or before January 1st 1888 for the rents of the Farms of Isaac Yane for the year 1887.
IV. It is agreed the costs of these exceptions and a counsel fee of $100.00 to F. T. Arthur shall be paid by said executors out of funds in their hands.
V. It is volentarily stated and agreed by said Nancy J. Yount that she finds the settlements and acts of said executors in the management of their trust honest and upright and no imputations is cast or intended by her exceptions to the accounts the differences being by misunderstandings and satisfactorily explained by the settlements made and to be made by said executors
VII. It is agreed that the settlements made by said executors and to be made as herein provided are in full settlement of all claims, rights or demands whatsoever of said Nancy J. Yount against said executors or either of them = Approved. =

W. B. Earnhart Atty for Nancy J. Yount
Brodrick & McCampbell
F. T. Arthur for Executors

The Peoples Bank Plaintiff
vs.
Winget Harriman and Jonathan Bell, Defendants } This day came the Plaintiff by Brodrick & McCampbell its Attorneys and thereupon came L. Piper one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven waived the issuing and service of process, and entered appearance of said Defendants herein and by virtue of the same warrant of Attorney confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs petition, the sum of $468 83/100 It is therefore considered that said Plaintiff do recover of said Defendants the said sum of $468 83/100 so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum And by virtue of said warrant of Attorney, all errors are released, and all right of appeal and all right to file a petition in error is waived.

Tuesday, November 15th A.D. 1887

6'207 A. E. Wetzel et al. Plaintiff
vs.
Rachel Huffman and Job Meeks, Defendant-

And now comes the said A. E. Wetzel and John F Kilkway by T. B. Fullon their attorney (and the Defendat by their attorney, and thereupon this cause came on to be heard upon the petition, answer and evidence, and was argued by counsel) and the said Rachel Huffman and Job Meek still failing to demur or answer to the said petition, the said petition is taken to be true. It is therefore considered that the said plaintiffs ought to recover the amount due them by reason of the premises on consideration whereof the Court find that there is due the plaintiffs from the said defendants on the note and mortgage in the petition mentioned and set forth, the sum of two hundred and seventy-seven dollars and fifty-seven cents and that it is lien upon said premises It is therefore considered by the said Court here that the plaintiff recover of the said defendants the said sum of two hundred seventy-seven dollars and fifty-seven cents the sum found due as aforesaid, and also costs taxed at $ And it is further ordered and adjudged that in case the said defendants fail for 3 days from this date, to pay to the said plaintiff the said sum of Two hundred seventy-seven dollars and fifty-seven cents so as aforesaid found due with costs of suit an order issue to the Sheriff of Union County Ohio, commanding him to cause the said lands and tenements in said petition described, to be appraised, advertised and sold according to law and apply the proceeds of the sale first in payment of costs; second in payment of the judgment so as aforesaid rendered and the residue if any, he bring into Court, to abide the further order of said Court.

5'279

5'415 Fleck & Chapman
vs.
Bridget Keehan

This day this cause came on for hearing and the defendant being in default for answer or demurrer and the Court being fully advised in the premises do find that there is due the said plaintiff from the defendant Bridget Keehan $24.50 and that the same is for material furnished as set forth in plaintiffs petition and that the same is a lien on the premises described in the petition by reason of the Mechanics Lien therein described and that said plaintiff is entitled to have said lien enforced. It is therefore considered that the plaintiffs Fleck & Chapman recover from the defendant Bridget Keehan the said sum of $24.50 together with their costs herein expended and unless said judgment be paid within ten days from this date that an order issue to the sheriff of Union County, Ohio, commanding him to sell said premises as upon execution and of his proceeding he make due return to this Court

5'418 John Fleck and A. S. Chapman
partners as Fleck and Chapman
vs.
Sarah E. Parker and Richard Turner et al.

This cause came on for hearing on the petition of plaintiff the answer and cross petition of evidence, the Defendant Sarah E Parker

Defendant Richard Turner and the

being in default for answer and demurrer and was submitted to the Court: On consideration whereof the Court find the allegations of the Plaintiffs petition and said Richard Turners Cross petition and answer to be true and that said Defendant Sarah E. Parker is indebted to the said plaintiff in the sum of $10 87/100 and to the said Richard Turner in the sum of $17 65 on account of the material furnished and labor performed as by them respectively set-forth in their said pleadings and that the same is in each case aforesaid a lien on the premises described in the petition by reason of the mechanics lien described in the said petition and recorded in Book 3 pp. 19+20 of the County Records of liens and by reason of the mechanics lien described in the said demurrer and cross petition of Defendant Richard Turner and Recorded in Book 3 pp 18 of the County Records of Liens And that said plaintiffs and Richard Turner Defendant are entitled to have their said liens enforced. It is therefore considered that the plaintiffs John Fleck and A. S. Chapman recover from the Defendant Sarah E. Parker the said sum of Ten + 87/100 Dollars together with their costs herein expended And that the Defendant Richard Turner recover of the Defendant Sarah E. Parker the said sum of Seventeen and 65/100 Dollars together with his costs herein expended, And that unless the said judgements are paid within three days from the entry hereof that an order may issue to the Sheriff of Union County Ohio commanding him to sell said premises as upon execution and of his proceedings in the premises make due return to this Court.

5279	Ann Fogarty vs. Chas. Phillis Survivor &c	}	Leave to file amended petition in 20 days

Thereupon Court adjourned until tomorrow morning at 8½ o'clock

Wednesday, November 16th A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

Thomas H. Preston
vs.
5301 David Mulford et al. } The Defendant now comes and pays the note due the plaintiff and thereupon this cause is dismissed at the Defendants costs without prejudice to claims not yet due.

Therefore it is ordered that Defendant pay the costs herein taxed to $

State of Ohio
vs.
Wm. Donald Bowie } And now comes the complainant Samuel Eaton and the defendant Wm. Donald Bowie in accordance with the conditions of the recognizance entered into by said defendant before W. O. Malin a Justice of the Peace in and for Paris Township Union County Ohio and filed in the office of the Clerk of the Court. And thereupon it is ordered and upon consideration that the said Complainant Samuel Eaton pay his witnesses there fees and that said defendant Wm. Donald Bowie pay the balance of the costs of this prosecution and execution is awarded. 5270

Wm. H. & F. M. Graham
5362 vs.
County Commissioners } Settled at Plaintiffs costs. It is therefore considered ordered and adjudged that the pay the costs herein taxed at $ 4905

E. S. Pitts Plaintiff
5182 vs.
James E. McBride Defendant } Now came plaintiff by his attorneys and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true, and the Court finds that the defendant James E. McBride is indebted to the plaintiff E. S. Pitts in the sum of one hundred and fifty dollars with interest from Nov. 16th 1887. 4787 1/2

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of one hundred and fifty dollars ($150 00) with interest from Nov. 16th 1887 and his costs herein expended taxed to $ 5397

5299

Thereupon Court adjourned until tomorrow morning at 8 1/2 o'clock

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

Walter Bumph
vs.
The New York, Pennsylvania and Ohio Railroad Company

Now comes S.S. Gardiner and suggests to the Court the death of Wallee Bumph the plaintiff herein and that he is the duly appointed and qualified Administrator of the said Wallee Bumph and moves the Court for leave to become a party to this action and to continue the same. And the Court finding the suggestions to be true grants said motion; and said S.S. Gardiner Administrator of said Wallee Bumph is accordingly made party plaintiff in this action, and the action proceeds, and on motion leave was given to said administrator to file an amended petition instanter.

5270 Hannah Gates
vs.
R. A. Glick et al.

This day this cause came on to be heard on motion of Plaintiff for leave to file Petition whereupon leave was granted by the Court to file Petition in 20 days and cause continued

Sarah Whitely
vs.
A. C. Smart

4905 This day this cause came on to be heard upon motion of Defendant Smart to file petition - and leave was granted by the Court to file petition in 20 days and cause continued.

4787½ In the matter of the Directors of the Warren County Insurance Company in this case and good cause being shown, It is ordered that said Receiver have one year from the rising of the Court to collect claims due said Insurance Company and to make his report as such receiver. On motion of Leevi Bechtel Receiver

Thomas Grindell et al.
vs.
John W. Grindell et al.

5397 This day this cause came on to be heard upon motion of plaintiff for the appointment of a Guardian ad litem for Anna Grindell a minor defendant herein and thereupon the Court appointed James W. Robinson as such Guardian.

Lucy Schmelzer
vs.
Simon Wall et al.

5299 This day this cause came on to be heard upon motion to confirm Sale of premises described in the return of the Sheriff on the execution issued in this case, and the Court being fully advised in the premises and upon producing the return of the Sheriff and it appearing to the Court that said sale has been made in all particulars according to law and the order of this Court - It is therefore ordered and adjudged by the Court that said sale be and the same is hereby confirmed and the said Sheriff is ordered to make to the purchaser - Alexander Houston a good and sufficient deed for the

Thursday, November 17th A.D. 1887

premises sold upon the payment of the purchase price. And the Court coming now to the distribution of the proceeds of said sale by the Sheriff it is ordered that the Sheriff from said proceeds pay 1st the costs of this proceeding and the taxes now due upon said premises. 2nd to P.R. Keer balance of Attys fee in the partition case $24.75. 3rd to W.H. Robb Administrator of Wm Hall deceased the sum of $168.44/100. 4th the balance in his hands to the plaintiff Lucy Schnelzer.

5·332 S. Amberg & Co. vs. J.W. Mahaffey and J.T. Mahaffey } And now comes the said S. Amberg & Co. by its Attorneys and the said J.W. Mahaffey and J.T. Mahaffey having failed to demur or answer to the petition of the said S. Amberg & Co. the same is therefore taken to be true; and it is considered that the said S. Amberg & Co. ought to recover the said sum of $119.61 so demanded in its petition together with the sum of $4.98 which the Court find due as the interest thereon, as prayed for in said petition; it is therefore considered that the said S. Amberg & Co. recover against the said J.W. Mahaffey and J.T. Mahaffey the said sum of $124.59 with 6% interest from Oct. 24th 1887 together with its costs in and about its suit expended, taxed to $

Bank of Richwood vs. B. Green and Enos A. Bell } This day came the Plaintiffs by S.S. Gardiner Attorney, and thereupon came J.W. Robinson one of the Attorneys of Record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven waived the issuing and service of process, and entered appearance of said Defendants herein and by virtue of the same warrant of Attorney confesses that there is due from said Defendants to said Plaintiff as is alleged in said Plaintiffs petition the sum of $265.89. It is therefore considered that said Plaintiffs do recover of said Defendants the said sum of $265.89 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum And by virtue of said warrant of Attorney all errors are released and all right of appeal, and all right to file a petition in error are waived

5·317 E.O. Evans et. al. Plaintiffs vs. John Rodgers Defendant } This day came the parties by their attorneys, and this cause came on to be tried; and thereupon came a Jury, to-wit: B.A. Snowden, Isaac Noggle James Mills, Ed Mackan, E.J. Evans, Moses Swediker, Robert Calloway Marshall Morris, Dan D. Shuler, W. E. Figley, John M. Longbrake and E.O. Bishop who being duly impaneled and sworn to well and truly try the issue, joined between the parties in this cause, and a true verdict render according to the evidence, unless withdrawn by consent of parties, or discharged by the Court, and after hearing the testimony arguments of counsel and charge of the Court, the said jurors retired to their room to deliberate upon their verdict, and after due deliberation returned into open Court and presented their

verdict in writing in the words and figures following to-wit: we the jury being duly impaneled and sworn find the issues in this case in favor of the plaintiffs from the Defendant at the sum of 27 15/100

O. C. Bishop Foreman

J. K. McIntyre & Co.
vs.
O. Curry et al

5421

All of the Defts. have been duly served with summons in the case and that in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true and that there is due the plaintiff from said O. Curry and Georgia A. Curry upon the note set-out in the petition the sum of Seven Hundred Dollars, with seven per cent interest thereon from the 13th day of January 1887, It is therefore considered by the Court that the plaintiff recover of the Defendants O. Curry and Georgia A. Curry the sum of $740 80/100 and costs herein expended taxed to $ and that said judgment bear 7 % interest from this date The Court also find that the Defendants O. Curry and Georgia A. Curry his wife executed and delivered to the plaintiffs J. K. McIntyre & Co. the mortgage deed in the petition described and on the premises therein described and that said Georgia A. Curry released her dower therein and that said mortgage was duly recorded in Book No 25 page 14 of the Records of Mortgages of said County and is a good and valid lien upon said premises described in the petition. The Court further find that the condition of defeasance in said mortgage has been broken and that the said Plaintiffs are entitled to have the Defendants equity of redemption foreclosed. The Court further find that there is due the Defendant and Cross petitioner the Bank of Richwood from the said Defendant O. Curry on the judgment set-up in the Cross Petition of the said Bank of Richwood the sum of $346.29 with 8 per cent interest thereon from this date and costs amounting to $5.80 and that said judgment was taken and a levy made upon said premises described in the petition as in the Cross petition of said Bank of Richwood set-forth and that said judgment of said Bank of Richwood is the first lien upon the premises described in the petition It is therefore considered and decreed that unless the said Defendants O Curry and Georgia A. Curry shall within 5 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to the Bank of Richwood the sum of $346.29 with interest at 8 per cent from Nov. 17th 1887 being the amount of their judgment and costs in said case amounting to $5.80 and shall pay to the plaintiffs the sum of $740.80 with 7 per cent interest thereon from Nov 17th 1887 according to the terms of said note and mortgage the Defendants equity of redemption be foreclosed and said premises shall be sold and an order shall issue therefor to the Sheriff of Marion County Ohio directing him to sell said premises as upon execution and bring the proceeds into Court for further order

Thereupon Court adjourned until tomorrow morning at 8½ o'clock

Friday November 18th A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday

Bank of North Lewisburg
vs.
James Carter, et al. 3173

This day came the parties and submitted this cause to the Court on the motion to confirm the sale of the 30 acres of land in said petition described, made on the decree of W. A West against James A. Carter et al and the decree in favor of W. W. Woods against said Carter et al. on cross petition and the Court being fully advised in the premises do find that all of the proceedings of Sheriff on the order of sale are regular and in conformity with law and said sale made to Walter C. Pullington on the 18th of June 1887 is therefore by the Court ordered and decreed to be and the same is hereby confirmed & the Sheriff of this County, Marion Hopkins is ordered and decreed to execute and deliver to said purchaser a deed conveying in fee simple to him said lands so sold to him conveying to him all the interest and title of all the parties to said suit in said land and the said purchaser is subrogated to all the rights of said lien holders therein. And the Court orders & decrees that out of the purchase money for said land the Sheriff pay the costs herein amounting to $ and all the taxes due thereon amounting to $ and that the balance be applied on the said decree of $200.00 in favor of W. W. Woods now revived in favor of the Executors of his will amounting to $295.00 and second the decree of $226.65 rendered herein in favor of W. A. West now owned by Mrs H. A. Pilcher and held by the Bank of Maryville Ohio as collateral security for advancements to her now amounting to $335.44/100 and if the said purchase money is insufficient to pay said costs and taxes and said two decrees award of execution is by the Court decreed for whatever balance remains so unpaid and as to any rents due from Mrs Pilcher for the use of said land since she took possession thereof under the order of the Court in this case this cause is continued. 5394

McClure Lewis and Griswold
vs
D W Ayers.

As of Thursday Nov 17th 1888, & entered on Journal by request of both parties This 14th day of July A.D.

The plaintiff comes by their attorney and also personally came the defendant D W Ayers, and with the assent of plaintiff the said D W Ayers, confesses in open court that he is justly indebted to said plaintiff in the Sum of $168.35 as claimed

It is therefore considered by the Court that said Plaintiffs, McClure Lewis [illegible]

Thereupon Court adjourned until tomorrow morning at 8 1/2 o'clock

Saturday, November 19th A.D. 1887.

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

A L Williams et al. Plaintiffs
vs.
Frank McDonald et al. Defendants

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a Jury, to-wit:- B. A Snowden Mathew Lingrel, James Wells, Ed Mackey E. J. Evans, Moses Sandiker Robert Galloway L. C. Conrad D. V. Shuler W. E. Figley John Longbrake and C. C. Bishop who being duly impaneled and sworn to well and truly try the issue joined between the parties in this cause and a true verdict render according to the evidence unless withdrawn by consent of parties or discharged by the Court, and after hearing the testimony arguments of Counsel and charge of the Court the jurors retired to their room to deliberate upon their verdict and after due deliberation returned into open Court and presented their verdict in writing in the words and figures following to-wit:- We the Jury being duly impaneled and sworn find the issues in this case in favor of the Defendants.

E. J. Evans Foreman

Belle Gilliam
vs.
James M. Gilliam

5394

Now comes the Plaintiff and the Defendant having been duly served with summons by publication as required by law and having failed to appear the Court finds him in default for Answer or demurrer to said petition and finds that the allegations thereof are confessed by him to be true. The Court also finds that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than a year last past and was at the time of filing this petition a bona fide resident of the said County of Union and that the parties hereto were married as in said petition set forth. The Court further find from the evidence adduced that the defendant has been guilty of gross neglect of duty and of extreme cruelty towards this plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said parties hereto be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered and adjudged by the Court that the plaintiff recover of the Defendant her costs herein expended taxed at $ and in default thereof for ten days execution issue for the same.

Saturday, November 19th A.D. 1887

5240 J. S. Gill et. al. vs. S. L. Bell & E. A. Bell

This day this cause came on to be heard upon the motion of the Plaintiff for judgment against the Defendants and upon consideration whereof and the Defendants consenting and agreeing thereto it is ordered and adjudged by the Court that the Plaintiffs J. S. Gill and L. J. Gill recover of the Defendants S. L. Bell and E. A. Bell the sum of $59.80 the amount now due upon the note sued upon and recover his costs expended in this Court and before the Justice of the Peace, judgment to bear 8 per cent interest until paid.

5281

5397

Thereupon Court adjourned until November 23d at 1 o'clock P. M.

Wednesday, November 23rd A.D. 1887

Court convened this P.M. pursuant to adjournment the same officers being present as on November 19th 1887.

Vinny Bergmann et al.
vs.
6281 Phoebe Land et al

On motion of the Plaintiff and upon producing the returns of the Sheriff of his proceedings and sale, under the former orders of this Court and the Court being satisfied on examination that the same have been had in all respects according to law the said proceedings and sale are hereby approved and confirmed. And the Sheriff is ordered by deed duly executed to convey said premises to the purchaser Moses Laird.

It is further ordered that out of the proceeds of said sale the Sheriff pay First: To the treasurer of said Union County Ninety and 70/100 Dollars ($90 70/100) being the taxes and penalty due on said premises.

Secondly: To the Clerk of this Court the costs of this action including a counsel fee of $68 75/100 to Robinson & Piper for their services herein taxed to $152.75/100. Thirdly:- To Aaron Tossey as Administrator of the estate of George Hammerdell Sen. decd the sum of Eleven Hundred and Sixty Seven Dollars ($1167 00) on the certificate filed in this case from the Probate Court of said County. As to all other matters of distribution of the balance of the proceeds of said sale and all other matters in said case this cause is passed for the further order of the Court

Thomas T. Grindell and Lizzie L. Grindell
vs.
5397 John W. Grindell, Anna Grindell et al

This day this cause came on to be heard upon the petition of the plaintiffs, the Answer of the Defendant Anna Grindell an infant by J. W. Robinson Guardian Ad. Litem appointed by the Court and the proofs and exhibits of the plaintiff; and the other Defendants failing to answer or demur to said petition - and the Court being fully advised in the premises finds that the statements and allegations of the Plaintiffs petition are true. It is therefore decreed by the Court that the Plaintiffs Thos. T Grindell and Lizzie L. Grindell are the true and lawful owners and possessors of the premises, to-wit: the sixty-five acres described in Plaintiffs petition and that their title thereto ought to be and is hereby forever quieted against the claims of any of said Defendants and it appearing to the Court that the Defendants J. W. Grindell, Alex. W. Reed, Lizzie M. Grindell and Lucinda Reed have since the Commencement of this action quit-claimed to Lizzie L. Grindell by the consent and at the request of the Plaintiffs all their right and title to said premises and that the said Anna Grindell is legally disqualified from so conveying her interest therein by reason of her minority

It is decreed by the Court that this judgment and decree shall operate as a deed of conveyance for said premises to the Plaintiffs and it is further ordered that the Plaintiffs pay the costs of this proceedings

Wednesday, November 23rd A. D. 1887

5285 P. T. Lightner vs. W. D. Lightner — This day this cause came on to be heard upon motion of the Plaintiff for judgment on the verdict rendered by the jury in this case, was argued by counsel and the Court being fully advised in the premises it is ordered and adjudged by the Court that the Plaintiff recover of the Defendant the sum of Four Hundred and Fifty-one & 62/100 Dollars and his costs herein expended taxed at $

5390 Effie A. Wilson vs. George Wilson — Now came the plaintiff and defendant having been duly served with Summons and a copy of the petition herein, and having failed to appear the Court find him in default for answer and demurrer to said petition and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in the petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of extreme cruelty and gross neglect of duty towards the plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for — It is further (therefore) ordered and adjudged by the Court that the marriage contract heretofore existing between the said Effie A Wilson and George Wilson be and the same hereby is dissolved and both parties are relecised from the obligations of the same. It is further ordered that the custody, care, education and control of the said child of the parties hereto be, until further ordered, confided to the said Effie A Wilson exclusively And the said George Wilson is hereby enjoined from interfering in any manner with said child. But it is ordered that the said Geo. Wilson have the privilege of visiting said child once every month in the day time. 5343 5359

5317 Ed. D. Evans et al. vs. John Rodgers — The Jury in this case on a former day of this Term of Court having brought in their verdict of $27.12½ for the plaintiffs and no motion for a new trial having been made it is therefore considered and adjudged by the Court that the plaintiff recover of the defendant said sum of $27.12½ together with their costs herein expended taxed to $ for all of which execution is awarded. 5283

5368 A L. Williams, Dolph Linzey and Chas. Williams vs Frank McDonald and Frank Pearl — The Jury in this case on a former day of this Term having brought in their verdict in favor of the defendants and no motion for a new trial having been made it is therefore considered and adjudged by the Court that the defendants recover of the plaintiffs their costs herein expended taxed to $ and that plaintiffs pay their own costs taxed at $ for all of which execution is awarded 5284

Thereupon Court adjourned until Tomorrow morning at 8½ o'clock.

Thursday, November 24th A.D. 1887

Court convened this A.M. pursuant to adjournment the same officers being present as on yesterday.

5343 Elizabeth J. Stevenson vs. Edward O. Stevenson et.al. } This day came the Plaintiff but the Defendant Edward O Stevenson made default whereupon the Court find the allegations of said petition in the first ground of action to be true and there is due the Plaintiff from said Edward O Stevenson on the said note in the said Petition described the sum of twenty-eight thousand three hundred and seventy-five dollars with interest from the first day of this term of Court ordered and adjudged by the Court that said Plaintiff recover of the said Edward O. Stevenson said sum of twenty eight thousand and three hundred and seventy-five dollars with interest from the first day of this term of Court and her costs in this behalf expended taxed to $ and as to the rights of plaintiff under said mortgage and the rights of the Defendants John H. Sterling, Matthew Lindgrel and Fowler this cause is submitted to the Court on the motion to strike out parts of the replies to their answers.

5359 Calvin Pelkner vs. Lester Black } This day came the parties and submitted this cause to the Court on the demurrer to the petition whereupon the Court being fully advised in the premises do over rule the said demurrer and thereupon the Court do set aside the judgment rendered in cause No 5339 for $252.37 as prayed for and said cause is ordered to be redocketed and leave granted to said Calvin Pelkner to file his answer to said petition of Lester Black within thirty days and the said cause No 5339 is continued and it is ordered that said Lester Black pay the costs of this cause No 5359 in ten days and in default thereof that execution issue therefor

5283 The State of Ohio for use of Huron County Commissioners vs. J. J. Turner et. al. } This day came on this cause to be heard on the demurrer to the Defendants answer, Whereupon the Court being fully advised in the premises do overrule the said demurrer to which ruling the plaintiff excepts and thereupon leave is granted to plaintiff to reply to said answer in thirty days and the cause is continued.

5284 R. D. Lowe vs. D. C. Fay and Mary A. Fay. } This day this cause came on to be heard upon the petition of Plaintiff the answer of Defts the reply of Plaintiff thereto and the testimony and was argued by counsel and the Court being fully advised in the premises do find the equities of the case to be with the said Mary A. Fay and said D. C. Fay and the Court therefore dismisses the petition of the Plaintiff and the Court find that the Defendants ought to pay the costs of this proceeding. It is therefore considered and adjudged that the Plaintiff recover of the Defendants

Thursday, November 24th A.D. 1887

his costs herein expended taxed at-$ And thereupon the plaintiff gave notice of his intention to appeal this cause to the Circuit Court and the Court fix the amount of the appeal bond at-$100.00.

O. M. Lyon
vs.
J. P. Robbins et al. 5341

This day this cause came on to be heard upon the petition of Plaintiff, the Answer of Sarah E. Robbins, plaintiffs reply thereto and the testimony. And the Court being fully advised in the premises do find that the facts set up in said Answer of said Sarah E. Robbins are true and find the equities of the case to be with her, and that she is entitled to the proceeds of said judgment against said Robert Mc Elroy and S. S. Mc Elroy as she has claimed in her said answer subject to liens on the same in favor of Porter & Porter of $50.00 Thereupon the Court dismisses the petition of Plaintiff at his costs. It is therefore considered that the Defendant recover of the Plaintiff their costs herein taxed at-$ Thereupon the Plaintiff gave notice of his intention to appeal this cause to the Circuit Court and the Court fix the amount of the Appeal Bond at-$100.00

5-150

W. W. Witter et al.
vs.
A. B. Witter et al. 5-125-8 ✓

This cause coming on to be heard on the demurrer of the Plaintiff to the answer of Susan Witter the Court on consideration thereof over rules said demurrer thereupon plaintiffs asked & have leave to plead to said Answer by Dec. 4th ✓

W. W. Witter et al.
vs.
A. B. Witter et al. 5-25-8

This day came the Defendant A. B. Witter and asked leave of the Court to file his second Amended Answer herein And the Court over ruled said motion to which overruling defendant excepts. 5369

W. W. Witter et al.
vs.
A. B. Witter et al 5-25-8

This cause having been heard on a former day of this term on demurrer to the amended Answer of the Defendant A. B. Witter and said demurrer by the Court sustained, and the Defendant having failed to plead further and being in default for Second amended answer the Court find upon the petition for the Plaintiffs and that the said Defendant A. B. Witter is indebted to Plaintiffs in the sum of $1146.00 with interest at 8% from Nov. 18th 1887. It is therefore considered by the Court that the said Plaintiffs recover of the said Defendant A. B. Witter the said sum of $1146.00 so found due together with his costs herein expended. To all which Defendant excepted and gave notice of appeal. 5392

Thereupon Court adjourned until tomorrow A. M. at 9 o'clock

Friday, November 25th A.D. 1887.

Court convened this A.M. pursuant to adjournment - the same officers being present as on yesterday.

Susan Meddles
vs.
Wils Meddles

This cause having been heard upon the evidence and for want of time to hear arguments and final submission the Court order the case passed for argument and in that the plaintiff may have temporary provision for support until the case is finally submitted, the Court order the defendant to deliver to plaintiff all her wearing apparel and her personal property including her grape vine

The Plaintiff is to have the privilege of the use of the house where she lives and privilege of fire wood. The defendant Wils Meddles in lieu of money is ordered to deliver to plaintiff 200 lbs of meat suitable for table use, also two tons of hay, 150 shocks of fodder, 100 bushels of corn, also bed and bedding sufficient for two beds including what she already has.

5150 Mary Davis
vs.
O. W. Burgess

On motion of defendant leave is granted him to plead to the plaintiffs Amended Petition by Dec. 20th 1887

H. H. Witter et al. Exs &c
vs
A. B. Witter & Susan Witter

On motion of defendant Susan Witter leave was granted to her to amend her answer in 10 days from the entry hereof and to the plaintiffs to plead to said amended answer within ten days thereafter.

5369 Mariah Mahaffy
vs.
James T. Mahaffy

This day this cause came on to be heard upon the motion of plaintiff for an order and judgment allowing the plaintiff alimony pending this action; and was argued by counsel, and the Court being fully advised in the premises do allow order and adjudge that said James T. Mahaffy pay to said Mariah Mahaffy as alimony her *dente lite* the sum of One Hundred Dollars ($100.00) and in addition the sum of four dollars each successive week from the 1st day of December next until the 1st day of March 1888 and in default of any of said payments that execution issue therefor.

5392 A. B. Robinson
vs.
J. Smith Alexander et al.

This day this cause came on for hearing on the answer and cross-petition of the defendant A. S. Morgridge, and the Court finding that the defendants J. Smith Alexander and Clarinda A. Alexander have been duly notified of the filing and pendency of said answer and cross-petition of said defendant A. S. Morgridge by the issuing and service of a Summons thereon and said defendants still failing to answer or demur thereto, the Court find that the allegations therein contained are confessed by them to be true, and that there is due and remaining unpaid on the note therein set forth from said defendants J. Smith Alexander

Friday, November 25th A.D. 1887

and Clarinda A. Alexander to said defendant A.S. Worgridge the sum of One Thousand, one Hundred and Ten Dollars with interest thereon at the rate of eight per cent per annum from the 24th day of October A.D. 1887. It is therefore considered and adjudged by the Court that said defendant A.S. Worgridge do recover of the said defendant J. Smith Alexander and Clarinda A. Alexander said sum of Eleven Hundred and Ten Dollars with eight per cent interest thereon from the 24th day of October A.D. 1887, and his costs herein expended taxed to $ and execution is awarded therefor.

The Court further find that in order to secure the payment of said note the said defendants J. Smith Alexander and Clarinda A. Alexander executed and delivered to said defendant A.S. Worgridge their mortgage deed as set forth in said answer and cross petition, and on the premises therein described and that said mortgage is the first and best lien on said premises. It is therefore considered, ordered adjudged and decreed that unless said defendants J. Smith Alexander and Clarinda A. Alexander shall, within 3 days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs in this case, and to said defendant A.S. Worgridge the sum so found due him with eight per cent interest from October 24th 1887, the said defendants J. Smith Alexander and Clarinda A. Alexanders equity of redemption be foreclosed, and said premises shall be sold and an order of sale shall issue therefor to the Sheriff of Union County, Ohio, directing him to sell said premises as upon executions, and bring the proceeds into Court for further order. The Court further finding that Stephen Branston, as Administrator of the estate of Hiram Benton dec'd, and P.B. Cole are necessary parties to this action it is ordered that the Clerk issue summons to said parties above named returnable according to law.

5281

3-347 Maggie Hunt-
vs.
Alexander Hunt-

This day this cause came on for hearing upon the petition of the plaintiff, the defendant being in default for answer or demurrer and the Court being satisfied that due legal notice had been given the defendant by publication do find for the plaintiff. It is therefore ordered and adjudged by the Court that the title to the property described in plaintiffs petition to-wit: Lot 195 and part of Lot 194 in the village of Marysville be forever in the plaintiff and that she have full right to the same with full power to sell, encumber or dispose of the same with a full and complete fee simple title to the 1/2 of the same by this decree and to the other 1/2 for her support and the same to be a complete fee simple title to the last 1/2 as prayed for in plaintiffs petition and that plaintiff pay costs of case. It is therefore considered ordered and adjudged by the Court that plaintiff pay the costs herein taxed to $ for all of which execution is awarded

5281 Mary Bergman et al. vs. Phebe Laird et al. } This day came on this cause for further hearing and the Court being fully advised in the premises do confirm the said sale made to Moses Laird and order the Sheriff to make the deed to him for said land according to law and out of the purchase money he pay the taxes now due on said land amounting to $90 73/100 and also the costs herein including an Attorneys fee of $68 76/100 to Robinson & Piper amounting to the sum of $152 76/100 and an Atty fee to J. M. Kennedy for $40 00 and the sum certified as needed by the Administrator of the estate of George Hanawalt dec'd to pay debts and expenses of Administration amounting to $1167 00, making a total of $1449 73 The Court find this will exhaust the cash payment and $466 00 of the first deferred payment and therefore the Court order that said purchaser give his note for $466.00 payable to said Administrator due with interest out of his first deferred payment and that he give his notes for the balance of said payment to the said heirs as follows to-wit: To Phebe Laird $87 29 to Mary Burgman $87.29 To Thomas Hanawalt $87.29/100; to Sarah Wilson $87.29; to Hester Waite $87.29 and to Wm Hanawalt $81 24/100 The Court find the said heirs of George Hanawalt dec'd. have rec'd as advancements as shown by the Cross Petition of defendants the following sums viz: Mrs Burgman $179.00; Phebe Laird $206.00; Thomas Hanawalt $266 00; Sarah Wilson $295.00, Hester Waite $260 00 John Hanawalt $600.00 Allen Hanawalt $632 00 and Wm Hanawalt $484 00 and that the rents due from Mrs Burgman as claimed to be adjusted as claimed to be adjusted in this cause amounts to $200 00 and therefore the Court find that said John and Allen Hanawalt are not entitled to receive any part of said sums they having rec'd. more than what would have been their full share of said sums and of said estate and that the said sums when legally divided gives the following amounts to each of the other six heirs to-wit To Phebe Laird $369.24, To Mary Burgman $386 24; To Thomas Hanawalt $299.24, To Sarah Wilson $270.24, To Hester Waite $385.24 and to Wm Hanawalt $81.24 and that after deducting said sums herein ordered to be paid them out of the 1st deferred payments and the satisfaction of said claim for rent by Mrs Burgman now deducted from her entire share the notes to be given to them in full of the 2nd deferred payment by said purchaser are ordered to be as follows viz: To Phebe Laird $271.95, to Mary Burgman $98.95, Thomas Hanawalt $211.95; to Sarah Wilson $182.95; to Hester Waite $217.95 with interest from the day of said sale and the mortgage to be given to said Sheriff in trust to secure said notes which the Sheriff is ordered to deliver over to said several parties on their demand. And the Court order that in case said $1167.- which is to be paid to said Admr. to settle said estate shall prove to be more than shall be necessary to satisfy the debts and expenses of said Administrator that the balance shall be equally (divided) between said eight heirs excluding said Allen and John Hanawalt who have received said advancements in excess of their share of the whole estate aforesaid.

Thomas Stillings Plff vs. Edward P. Houghton, Janet Houghton O. E. Lincoln } Confirmation of Sale and Order of Distribution.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former

Friday, November 25th A.D. 1887

order of this Court; And the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and they are hereby, approved and confirmed and it is further ordered that the said Sheriff convey to the purchaser, Thomas Stillings by deed in fee simple the lands and tenements so sold and the said purchaser is hereby subrogated to all the rights of said lien holders so far as they may be paid herein for the protection of his title. And a writ of possession is awarded to put said purchaser in possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to Sixteen Hundred Dollars, it is ordered that the Sheriff pay out of the money in his hands: First, To the Treasurer of this County the taxes amounting to $14 18/100. Secondly: The costs of this action taxed at $38. 75/100, Thirdly:- To plaintiff Thomas Stillings $992. 73/100. Fourthly: To the defendant O. E. Lincoln $554. 34/100

Robinson Curry & Co.
vs.
5413 John W. White et al.

This day came this cause on to be heard and the defendant John W. White being still in default for demurrer or answer to the petition this cause was submitted to the Court upon the petition and evidence. On consideration whereof the Court finds that there is due to plaintiff from the defendant John W. White on account of the materials furnished as set forth in the petition the sum of Sixty four 70/100 Dollars including interest until the first day of this Term of Court and that the same is a lien on the premises described in the petition by reason of the Mechanics lien therein described and that said plaintiff is entitled to have said lien enforced. The Court further find that said plaintiff is a firm doing business in Ohio as in said petition stated.

It is therefore considered that the plaintiff recover from the defendant John W. White the said sum of Sixty-four 70/100 Dollars together with its costs herein expended

And that unless the said judgment and cost are paid within five days from this date then an order may issue to the Sheriff of Union County, Ohio commanding him to sell said premises as upon execution and of his proceedings in the premises to make due return to this Court.

And as to all questions of priority of liens and as to the several amount due to other defendants to this suit this cause is passed.

Robinson Curry & Co.
vs.
Frank Mc Donald et al.

This day came the parties and the defendants Frank P. Mc Donald and Frank S Pearl being in default for demurrer or answer to the plaintiffs petition. The cause was submitted to the Court upon the petition and evidence. On consideration whereof the Court being fully advised in the premises find that there is due to the said plaintiff from the defendant Frank Mc Donald on account of the material furnished and labor performed as set forth in the petition the sum of One Hundred and Nine 27/100 Dollars and that the same is a lien on the premises described in the petition by reason of the mechanics lien therein described, and that said plaintiffs are entitled to have the said lien enforced. and that the plaintiff is a firm doing business in Ohio as in said petition stated.

It is therefore considered that the plaintiff Robinson Curry & Co. recover from the said defendant Frank Mc Donald the said sum of One Hundred and Nine 27/100 Dollars with interest from October 1st 1887.

making amount, principal and interest, of $110 37 together with his costs herein expended. And that unless the said judgment is paid within five days from the date of this entry hereof then an order may issue to the Sheriff of Lenawee County Ohio, commanding him to sell said premises as upon execution and of his proceedings in the premises to make due return to the Court.

And as to all questions of priority of liens and as to the rights of the other defendants to this suit the cause is passed.

Thursday, December 15th A.D. 1887.

5·43·8

Emma A. Mowrey
vs.
J. N. Mowrey

Court of Common Pleas Union County, Ohio.
On motion of the plaintiff herein by her Attorney and good cause being shown it is hereby ordered that she be allowed the sum of Fifty Dollars as and for her expense in conducting this action. It is therefore ordered that the said J N Mowrey pay to the said Emma A Mowrey or her attorney D. W. Ayers the said sum of Fifty Dollars as follows:- Twenty-five ($25.00) Dollars in twenty days from this date of Dec. 15th, 1887 and twenty-five Dollars ($25.00) in forty days from said date. And in default of any of such payments execution is allowed to issue therefor.

Thereupon Court adjourned until January 9th 1888 at 1½ oclock P. M.

Order of Injunction

John Funk
vs.
Jacob Klingaman

Before the Probate Judge, Union County, Ohio.
Motion for Temporary Injunction in the
Court of Common Pleas, Union County, Ohio.

And now, on this 27 day of December 1887, came the plaintiff by Cameron and Woodburn his attorneys; and it being made to appear that there is at this time no Common Pleas, Circuit or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the affidavit therein filed, and after hearing the argument of counsel and being fully advised in the premises, it is considered that a temporary injunction be and the same hereby is allowed in this case to restrain the said defendant from selling, removing or disposing of any hogs, cattle, sheep or other personal property from the farm of John Funk in said County of Union being a farm of 42 9/10 acres near Peoria and now occupied of said Klingaman as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed on said plaintiff giving an undertaking to the said defendant conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of $200 Dollars

John B. Coats, Probate Judge.

Monday January 9th A. D. 1888.

Court convened this P. M. pursuant to adjournment. Officers present- John A Price Judge, Edward W. Porter, Pros. Atty and W. Hopkins Sheriff.
Attest- John D. Burgner Clerk.

5336

Wm P. Hazen vs. Robert H. Neilson

5347

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law the said proceedings and sale are hereby approved and confirmed.

And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser William P. Hazen in fee simple.

It is further ordered that out of the proceeds of said sale the Sheriff pay
First: All taxes and assessments due against said premises.
Second: To the Clerk of this Court the costs of this action, including a counsel fee of $104 00 to Messrs Neal and Wolford for their services herein, taxed at $171 50
Third: To the plaintiff of the residue five sixths part thereof.
Fourth: To the defendant of the residue the one sixth part thereof.

Margaret Low vs. John Low et al.

5361

This day came on this cause to be heard on the motion to confirm the sale made in this case to R. L. Woodburn by the Sheriff, whereupon the Court being fully advised in the premises find said sale and proceedings in said case to be in all respects regular and lawful and therefore it is ordered by the Court that the said sale and proceedings be and the same is confirmed and the said Sheriff is ordered to execute and deliver to said purchaser a deed in fee simple for the said lands conveying the same in fee simple and out of the proceeds the amount of costs and taxes be paid and the amount of the decree is ordered to be paid to plaintiff and the Court order that the County Surveyor of this County survey said land and report in this case and as to surplus of the purchase money this cause is continued.

5450

5456

Philip Snider vs. Wm M. Winget et al.

5377

This day this cause came on to be heard upon the demurrer filed Nov. 1st 1887 to the amended petition of plaintiff filed October 7th 1887 and was argued by counsel and the Court being fully advised in the premises finds said demurrer well taken and sustains the same. It is therefore considered that said petition be dismissed at the costs of the plaintiff. It is therefore considered and adjudged that the defendants recover of the plaintiff their costs herein taxed at $. And thereupon the plaintiff gave notice of his intention to appeal their cause to the Circuit Court and the Court fixed the amount of the Appeal Bond at $500 00

5391

Wm H. Geary Treas. vs. Geo. W. Bacon et al

5283

This cause is settled and costs paid and no record.

5338 William H. Laub. vs. Henry Laub. } This day this cause came on to be heard upon the motion of the defendant Henry Laub to dissolve the injunction heretofore allowed in this case, and the Court being fully advised in the premises do sustain said motion. It is therefore ordered and adjudged that said injunction be and the same is hereby dissolved vacated and set aside and that the petition of plaintiff be dismissed and it is further considered that the defendant recover of plaintiff his costs herein taxed at $

To the Hon. Jno. A. Price Judge:-

Union County Dr. to W. Hopkins Sheriff of Union County

For Services rendered at the October Term A.D. 1887.

	W. Hopkins Sheriff 25 days	2.00 —	50.00
	A. H. Goodwin Deputy 25 days	2.00 —	50.00
	Serving Petit Jury		4.50
	Serving Grand Jury		4.50
			$109.00

I hereby certify the above account to be correct.

W. Hopkins Sheriff

Jany. 9th 1888; Approved. Clerk will make proper entry.

John A. Price Judge.

5430 Wm H. Cravy Treasurer &c. vs. Thomas W. Anderson et.al. } This cause is settled and costs paid. See record.

5436 Fahey's Bank vs. Mathew Leingrel } This day this cause came on to be heard upon the petition and the evidence (the said defendant Mathew Leingrel being in default for answer or demurrer) and was argued by counsel; on consideration whereof and being duly advised in the premises, the Court do find that there is due to the plaintiff, from the said defendant upon the note mentioned and referred to in the petition, the sum of $428.00 It is therefore considered by the Court that the said plaintiff Timothy Fahey, doing business as Faheys Bank, recover of the said defendant Mathew Leingrel the said sum of Four Hundred and Twenty-eight Dollars so found to be due, together with interest thereon from this date, and also his costs in this behalf expended taxed at $ and that in default of payment thereof an execution issue therefor.

5391 W. W. Fellows vs. E. O. Huff } This day this cause came on to be heard upon the motion of plaintiff to confirm the sale heretofore made herein and on producing the return of the sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceeding of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings

Monday January 9th A. D. 1888.

and sale be and they are hereby approved and confirmed. And it is further that the said Sheriff convey to the purchaser W. W. Fellows by deed according to law the property so sold: and a writ of possession is awarded to put said purchaser in possession of said premises. And the Court coming now to the distribution of the proceeds of said sale amounting to Five Hundred and Sixty Dollars it is ordered that the Sheriff out of the money in his hands pay:-
First- To the Treasurer of this County the taxes, penalty and interest against said property, to-wit: Five and $\frac{10}{100}$ Dollars.
Second:- The costs of this action amounting to $33.$\frac{15}{}$ including 2.$\frac{00}{}$ for making deed.
Third:- That the remainder of the purchase money be paid to plaintiff to apply on his decree herein.

3400 George W. Snodgrass vs. Silas S. Snodgrass et al. On motion of plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects in conformity to law the said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered by deed duly executed to convey said premises to the purchasers, to-wit: the first tract described therein to James W. Tilton, and the second tract described therein to Palestine Lodge No 158 F. & A. M. 45-18

It is further ordered that the Sheriff out of the proceeds of the sale of the first lot amounting to one third of $1725.$\frac{00}{}$ pay
First; To the Treasurer of the County the taxes thereon amounting to $23.$\frac{33}{}$
Second, To the Clerk of the Court the proportionate share of the whole costs belonging to the first parcel, to-wit, the sum of $58.$\frac{00}{}$
Third, that of the remainder of the one third of said purchase money being the sum of $561.33 he pay one sixth thereof to the following named parties to-wit- $93.55- to George W. Snodgrass, $93.55- to James W. Tilton the purchaser of the interest in said first parcel of Silas S. Snodgrass, $93.55- to the creditors of Robert B. Snodgrass having liens as may be hereafter ordered by the Court- $93.55- to Hannah E. Jeffers, $93.55 to Martha J. Lewis and $93.55- to Rachel A. Snider, and the said Sheriff is ordered to take from the purchaser of said lot his notes and mortgage for the other two thirds of said purchase money being $1283.$\frac{33}{}$ as follows, to George W. Snodgrass two notes each for $106.94 payable in one and two years from date with interest from date, two notes to James W. Tilton each for $106.$\frac{94}{}$ payable in like manner, two notes to Robert B. Snodgrass for $106.$\frac{94}{}$ payable in like manner to be disposed of to creditors as may be ordered by the Court- two notes to Hannah E. Jeffers each for the sum of $106.$\frac{94}{}$ payable in like manner, two notes to Martha J Lewis each for $106.94 payable in like manner and two notes to Rachel A Snider each for $106.$\frac{94}{}$ payable in like manner. It is further ordered that the Sheriff out of one third of the sale of the second lot, said one third being $1333.$\frac{33}{}$ pay 5455- First, To the treasurer of the County the taxes being $24.75-
Second. To the Clerk of the Court the proportionate share of the costs taxed to this lot, to-wit: $120.$\frac{50}{}$ the whole costs being $178.$\frac{50}{}$ and including a counsel fee of $109.$\frac{25}{}$ to T. B. Fulton which is ordered to be paid by the Court. Third, that of the remainder of said $1333.$\frac{33}{}$, to-wit, the sum of

$1188.08 he pay to George W. Snodgrass $297.02, to Hannah E Jeffers $297.02 to Martha J. Lewis $297.02 and to Rachel A. Snider $297.02, and the said Sheriff is ordered to take from the purchaser its notes and mortgage for the other two thirds of the purchase money, to-wit, $2666.66 as follows, two notes to George W. Snodgrass payable in one and two years from date with interest, the first for $248.19 and the second for $222.22, two notes Hannah E. Jeffers payable in like manner the first for $248.19 and second for $222.22, Two notes to Martha J. Lewis payable in like manner the first for $248.19 and the second for $222.22, — Two notes to Rachel A. Snider the first for $248.19 and the second for $222.22 — two notes to Robert B. Snodgrass to be disposed of according to the order of the Court the first for $220.23 and second for $222.22 and two notes to Silas S. Snodgrass the first for $120.23 and the second for $222.22. the will of George Snodgrass provided that $200. be deducted from the one sixth of Robert B. Snodgrass and $300.00 from the one sixth of Silas S. Snodgrass and that the amount deducted be equally divided among George W. Snodgrass, Hannah E Jeffers, Martha J. Lewis and Rachel A. Snider, the deductions and additions have been made from the second parcel.

45-18 Josepha E. Fouke vs. George W. Lepar et-al. } On motion of the plaintiff and upon producing the return of the Sheriff of his proceding and sale under the former order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceeding and sale are hereby approved and confirmed. And the Sheriff is ordered by deed duly executed to convey said premises to the purchaser John A. Benson in fee simple. It is therefore ordered that out of the proceeds of said sale the Sheriff pay First $5.45 the taxes due on said premises Second, that the balance of the proceeds of said sale, to-wit $39.02 be apply on the costs herein taxed at $90.73 and the Court finding that there remains due and unpaid of said costs the sum of $31.73 execution is awarded therefor.

5343 Elizabeth J. Stevenson vs. Edward O. Stevenson et-al } This day came on this cause to be heard on the motions of defendants to strike out of plaintiffs replies matters relating to waste and relating to use of the lands as shown by said motions thereupon the Court being fully advised in the premises do overrule said motions and thereupon the defendant aforesaid excepted to said ruling and judgment of the Court and this cause is continued

5455 Mary A. Joslin Against Winfield S. Bowers & Amelia Bowers his wife Fremont Howe and Howe his wife John Q. Burgner and M. Hopkins } This day this cause came on to be heard upon the petition and the evidence (the said defendants Winfield S. Bowers and Amelia Bowers his wife, Fremont Howe and Mina Howe his wife, being in default for answer or

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demurrer) and was argued by counsel, on consideration whereof and being duly advised in the premises, the Court do find that all parties in interest have had due and legal notice of the filing and pendency of the petition in this case and that the allegations of said petition are true.

And the Court do further find that there is due to the plaintiff from the said defendants Winfield S. Bowers and Fremont Howe upon the promissory note mentioned and referred to in the petition, the sum of $1096 77 together with interest thereon at the rate of eight per centum per annum from this date

And the Court do further find that in order to secure the payment of said promissory note the said defendant Winfield S. Bowers and Amelia Bowers his wife, and Fremont Howe (then unmarried) executed and delivered to said plaintiff their certain mortgage deed upon the real estate in the petition described, to-wit:- Being twenty (20) feet off on Lot number ninety-eight (98) lying north of and adjoining four (4) feet sold off the South side of said Lot to Asbury Goodwin said lot being in the Village of Richwood in said County of Union, Ohio. For a more definite description see recorded plat of said Village of Richwood: that said mortgage deed was duly filed for record with the Recorder of Union County, Ohio on the 24th day of October A.D. 1882 at 7 o'clock A. M. and was by him duly recorded on the same day in Record of Mortgages of said County Vol. 17 P. 609. That the same is the first and best lien on the premises in the petition described that the conditions of said mortgage have been broken and that by reason thereof plaintiff is entitled to have the defendants equity of redemption in said real estate foreclosed.

It is therefore considered adjudged and decreed by the Court, that unless the said defendants Winfield S. Bowers and Fremont Howe within three days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case, and to the said plaintiff the amount herein before found due her an order or orders issue to the Sheriff of Union County, Ohio, commanding him to appraise, advertise and sell the real estate described in the petition as upon execution and that Sheriff out of the proceeds of such sale pay, first the costs and increase costs of this proceeding; Second, to the plaintiff the amount hereinbefore found due her, together with interest thereon at eight per cent from this date; third, the balance, if any, to the said defendants Winfield S. Bowers and Fremont Howe.

5418 Mary N. Bradbury vs. S. Davis et al. } This cause came on to be heard upon the plaintiffs petition, the answer and cross-petition of defendant Sarah Walworth, and the evidence and the Court being fully advised in the premises finds that all the defendants herein have been duly served with process or have entered their appearance herein; that the allegations of said petition of plaintiff and said answer and cross petition of Sarah Walworth are true; that said O. Davis executed the notes and said S. Davis and M. Davis executed the mortgage as therein set forth that plaintiff is now the owner of the fourth, fifth and sixth of the notes originally secured by said mortgage and there is due to her thereon the sum of Twelve Hundred Eighty-three and 33/100 Dollars with interest from the first day of this term of Court; and there will be due to her

April 1st 1888 and April 1st 1889, the sums in said petition set-forth, in all the sum of $2000 with interest from Mar. 24th 1883 which said sums constitutes the second lien upon the premises described in the said mortgage The Court further finds that the first two notes secured by said mortgage have been paid, that defendant Sarah Walworth owns the third of said notes and there is due to her thereon the sum of Four Hundred Forty Seven and 97/100 Dollars which amount is the first lien upon said premises included in said mortgage. The Court further finds that said defendant Sarah Walworth owns the Seventh and last of the notes secured by said mortgage and that there will be due to her thereon, April 1st 1890 the sum of $925.00 with interest from Mar. 24th 1883, which amount is the third lien upon said premises.

It is accordingly ordered, adjudged and decreed that said mortgage be foreclosed; that unless said S. Davis or W. Davis pay or cause to be paid to said plaintiff and to defendant Sarah Walworth the amount herein found to be due to them, within twenty days from the entering of this decree, an order of sale shall issue to the Sheriff as special master Commissioner, commanding him to cause to be appraised advertised and sold according to law said mortgaged premises situate in the County of Huron, State of Ohio and Township of Lessburg in Survey No 1610 and bounded and described as follows, to-wit:-

The undivided six-sevenths of the following described premises: Being part of Survey No. 6010, Beginning at a stone in the center of the Marysville Gravel Road in the North line of the said Survey and corner to lands owned by John Brannon's heirs, thence with said Road and center thereof S. 25° W. 103 poles 23 links to a stone in the North line of lands owned by S. A. McAdow. Thence with said line N. 79 3/4 E 99 poles to a stone and elm in the West line of lands owned by T. M. Brannon, thence with said line N. 11° W. 71 poles 22 links to a stone in the North line of the Ladd Survey and South line of said Brannon's heirs. thence with said line N. 80° 15' W. 39 poles 8 links to the place of beginning 34 2/7 acres of land. Also the following tract, part of said Survey No. 6010 bounded and described as follows: Beginning at a stake in Marysville Gravel Road in the South line of Survey No. 803, thence S. 25° W. 74 10/10 poles with said Road to a stake, thence S 86° W. 138 poles to a stake in the line of Survey No 5613, thence with said line N. 9° W. 123 poles to a stake, thence with the South line of Survey No 803 S. 81° E. --- to the place of beginning containing 95 1/2 acres more or less. Being the land conveyed by O. S. Hamilton Administrator of D. D. Wells to Alf Scott by deed bearing date April 1st 1864. And from the proceeds he shall pay:- First the costs of this action to be taxed

II. Any taxes which may be a lien on said premises and payable

III. The amount due to defendant Sarah Walworth $447.97/100 with interest from the first day of the present day of the term.

IV. The amount due to plaintiff $1283.33 with interest from the first day of this term.

V. The plaintiff, on her rebating unearned interest thereon, the amount to become due to her, to-wit: $2000.00 with interest from Mar. 24th 1883

VII To defendant Sarah Walworth, upon her rebating unearned interest thereon, the amount to become due to her, to-wit: $925.00 with interest from Mar 24th 1883

VIII The balance if any he shall bring into Court to await its further order.

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5345-3 Maggie Hunt-
vs.
Alexander Hunt-

This day this cause came on for hearing upon the petition of the plaintiff the defendant being in default for answer or demurrer and the Court being fully advised in the premises do find for the plaintiff
I. That due legal notice, in pursuance of the Statute had been had in this case.
II. That said parties were married as stated in the petition.
III That the defendant had been guilty of gross neglect of duty.
It is therefore considered adjudge and ordered by the Court that the marriage relation heretofore existing between the parties be forever dissolved and that said plaintiff be restored to all of her rights as a "femme sole" and that she recover her costs herein taxed at $.

5444

5432 J. O. Wyant-
vs.
Lewis C. Huff

This day this cause is dismissed at the cost of the plaintiff and no record. It is therefore considered ordered and adjudged that the plaintiff pay the costs herein taxed to $ for which execution is awarded

5365- Jane Bancroft-
vs.
William Bancroft-

This day this cause came on for hearing on the petition of the plaintiff and the amended answer and cross petition of the defendant and the Court being fully advised in the premises do find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of County of Union and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and habitual drunkenness for more than three years last past and that therefore the plaintiff is entitled to a divorce as prayed for. The Court further finds from the evidence that the defendant had rights in the property described in his amended answer and cross petition. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Jane Bancroft and William Bancroft be and the same is hereby dissolved and both parties are released from the obligations thereof. It is further ordered that the plaintiff have the custody care and education of the minor children of said parties hereto until the further order of this Court and said defendant is hereby enjoined from in any manner interfearing with the plaintiff in her custody and controll of said children and the Court further find and decree that the plaintiff pay the defendant for and in consideration of all his right or interest in the property now occupied by the plaintiff the following sums of money to-wit:- One hundred Dollars in hand less an amount equal to the costs made by defendant in this action
Twenty-five dollars one year from the date of this decree
Twenty-five dollars in two years from said date
Twenty-five dollars in three years from its date
Twenty-five dollars in four years from the date thereof; Said deferred

5400

payments not to be negotiable and payable only to said defendant and that said sums be hereby as a lien on the premises of the plaintiff described in the petition. It is further ordered and adjudged by the Court that the plaintiff pay the costs of this action taxed, and that in default of payment of said said several sums and costs as herein adjudged and that execution issue therefor.

Wm H. Neary as Treas. of Union Co. Ohio
vs.
5444 Matilda Baldwin et. al.

This day this cause came on for hearing on the petition of the plaintiff and the defendants still being in default for answer and demurrer it is considered by the Court that the allegations of said petition are confessed by them to be true and from the evidence the Court find that there is due from said defendant Matilda Baldwin to said plaintiff as Treasurer of Union County Ohio the sum of One Hundred and thirty-five and 15/100 Dollars It is therefore considered and adjudged by the Court that said plaintiff as such treasurer recover from said defendant Matilda Baldwin said sum of One Hundred and thirty-five and 15/100 Dollars and execution is awarded therefor. The court further find that the said amount of One Hundred and thirty-five and 15/100 Dollars is the first and best lien on the land described in the said petition. It is therefore considered ordered and decreed by the Court that unless the said defendants shall within one day from the entry of this decree pay to said plaintiff the amount of said claim and to the Clerk of this Court the costs taxed to $ that said premises shall be sold as upon execution and the proceeds thereof shall be brought into Court for distribution.

George W. Snodgrass
vs.
5400 Silas S. Snodgrass et. al.

This day came on this cause to be further heard on the Answers and cross petitions of R. L. Woodburn Admr of R. L. Broome's estate and the answer and cross petition of the Executors of Samuel M. Cartmell dec'd and the Court find the allegations of said answers and cross petitions to be true and that the amounts due said parties from Robert Snodgrass to be greater than the amount coming to said Robert Snodgrass as his share of said premises and on which said claims are a first lien by the order of this Court as alleged in said answers. Wherefore it is ordered and adjudged by the Court that said Sheriff deliver and pay over to the said executors of said Samuel M. Cartmell and to said Administrator of the estate of R. L. Broome the said $93.13 cash and said two notes of $106.94 each coming to said Robert Snodgrass and said note of $220.23/100 and said note of $222.22/100 coming to said Robert Snodgrass all amounting to $749.85/100 to be divided between them pro rata on said judgment set-ups in said answer, to-wit $178.72 with 8 per cent from May 16th 1887 to said Cartmell and $632.92/100 with 8 per cent interest from May 16th 1887 to said Woodburn. The sum to be paid to each ascertained on the said basis being $385.10 to R. L. Woodburn Admr and $154.78 to the Executors of said Cartmell to be credited on their said judgments against said Robert Snodgrass.

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5071	George W. Pickard vs. Uriah Cahill et al.	This day this cause came on to be heard upon the motion of plaintiff to strike from the answer of D. B. Sanford and others to plaintiffs petition filed Aug 30th 1887 and was argued by counsel and submitted to Court. On consideration whereof and the Court being fully advised in the premises finds that said motion is not well taken and therefore overrules the same, to which ruling plaintiff excepted. And thereupon this cause came on further to be heard upon the demurrer to the third defense in the said answer of D. B. Sanford and others and was argued by counsel and submitted to court: On consideration whereof the Court finds that said demurrer is well taken and therefore sustains the same to which ruling of the Court the said defendants excepted and leave was given to said defendants to further plead within 20 days.
5385	Mariah Mahaffy vs James Mahaffy	Leave is granted the plaintiff to reply to the answer of defendant by the 10th day of February 1888 and cause continued.
5369	Mariah Mahaffy vs. James Mahaffy	This day the Court on motion of plaintiff orders the assignee of James Mahaffy to set off to plaintiff the following household property now in the late residence of plaintiff and defendant, to-wit: one cook stove and one heating stove, the canned fruit, queens and glass ware, the pictures and books two beds and bedding the house hold furniture, one sewing machine, the carpets, six towels, the stand and bureau covers, two tubs, washing machine and the lamps. And the question as to whether plaintiff is to be charged with said goods on her alimony or allowed to her upon her demand as property exempt from execution levy or sale &c and as to the merits of this case, this cause is continued. to which ruling and order of the Court the defendant then there by his counsel excepted. and the defendant also gave notice of his intention to appeal this case to Circuit Court, and the Court fixed the Bond for Appeal at $50 00
4847	Weidman Kent & Co. vs. W. W. Smith & Co. et al.	The Court having at a former term rendered judgment against W. J. Case on the plaintiffs first cause of action and sustained the general demurrer of said W. J Case to the plaintiffs second cause of action and plaintiff not desireing to plead further as to said W. J. Case this action is dismissed as to him.
5356	A. W. Hankins vs H. N. P. Dole	Settled and costs paid. No Record.
5355	Evaline M. Hankins vs Adaline Dole et al.	Dismissed at Plaintiffs Costs without record

5392

5421

5392 A.B. Robinson Plaintiff
vs.
J. Smith Alexander, Clarinda Alexander A.S. Mongridge, Stephen Branston as Admr of Hiram Benton decd. & P.B. Cole Defendants

Now come the defendants herein, Stephen Branston as Administrator of Phoebe A Benton decd, and the defendants J. Smith Alexander and Clarinda Alexander being in default for demurrer and answer to the answer and cross petition of the said Stephen Branston as such administrator against them the Court find that the allegations of said cross petition of Stephen Branston are by them confessed to be true: And find that the said J. Smith Alexander and Clarinda Alexander are indebted to him as such administrator in the sum of $297.51 including interest to January 9th 1888, It is therefore considered by the Court that the said Stephen Branston as such Administrator and Cross petitioner recover from the said J. Smith Alexander and Clarinda Alexander defendants the said sum of $297.51 and his costs herein expended taxed to $
The Court further find that in order to secure the prompt payment of said note the defendants J Smith Alexander and Clarinda Alexander his wife executed and delivered to Hiram Benton, then in full life but since decd, their certain mortgage as in the petition described, that said mortgage was duly recorded in Book 13 page 235 of the Records of mortgages of Union County, and is the second best lien on the premises in the cross petition of said Stephen Branston Admr. described. And that the mortgage lien of defendant A.S. Mongridge is the first best lien thereon and that said note and mortgage passed by descent at the death of said Hiram Benton to said Phoebe Benton who was at the time of her death the owner and holder thereof. It is) therefore considered and adjudged that unless the said J. Smith Alexander or Clarinda Alexander defendants shall within ten days from the entry of this decree pay or cause to be paid to the said Stephen Branston Administrator the sum so found due, and to the Clerk of this Court the costs of this case with interest from Jany 9th 1888, according to the terms of said mortgage deed, the said defendants (J. Smith Alexander and Clarinda Alexander) equity of redemption be foreclosed and said premises shall be sold and an order of sale shall issue to the Sheriff of Union County, Ohio; directing him to sell said premises as upon execution and bring the proceeds thereof into Court for further order.

5421 J. G. McIntire & Co.
vs.
O. Curry et. al.

In Court of Common Pleas of Union County Ohio.

This cause now coming on to be heard on behalf of H. M. Weaver & Co. on their answer and cross petition and the evidence the Court find that the defendants O. Curry and his wife Georgiea A. Curry and the defendant the Bank of Richwood have waived the issuing and service of summons & process and have voluntarily entered their appearance to the Answer and Cross petition of said H. M. Weaver & Co. having been duly made parties thereto as evidenced by their waiver duly filed herein, and that the said defendant O

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Curry and his wife Georgia Curry are in default for Answer and demurrer and that the allegations of the answer and cross petition of said H. M. Weaver are confessed by them to be true. And that there is due the said H. M. Weaver + Co. from said O. Curry on the promissory note set forth in the answer and cross petition of said H. M. Weaver + Co. with interest the sum of nine hundred and seventy-two dollars and forty three cents ($972 43). 5-380 5-472

The Court further find that in order to secure the payment of said note to said H. M. Weaver and Company the said defendant O. Curry executed and delivered to said H. M. Weaver + Co. their certain mortgage deed as set forth in the answer and cross petition of said H. M. Weaver + Co. described and on the premises therein described: that said mortgage was duly recorded in Book 24 page 72 of the Records of Mortgages of Union County Ohio. at the hour of 7 o'clock A.M. August 26th A.D. 1886, and is a good and valid second (2nd) lien on the premises described in their Answer and cross petition and bring the same premises described in the petition of plaintiff J. K. McIntire + Co. and that the said note is long past due and wholly unpaid and that the conditions of said mortgage have been broken: that the lien of said H. M. Weaver + Co. is the second lien on said premises and subject only to the judgment lien of the Bank of Richwood 5-435-0

It is therefore considered by the Court that the said H. M. Weaver + Company recover from the said O. Curry said sum of nine hundred and seventy two dollars and forty-three cents as heretofore respectfully found due them and that said judgment bear interest at 8 ⁰/₀ from this date and that said mortgage be foreclosed and the premises sold in conformity to the order heretofore granted in this cause. 5-425-6 5-419

The Court further find that the respective liens of "the Bank of Richwood" H. M. Weaver and Co. and J. K. McIntire + Co. have not been determined by the Court in the former decree in this action and it is ordered, decreed, determined and found that the liens attach on said premises, and shall be paid out of the proceeds arising from the sale in the following order of priority, to-wit: - First to the Bank of Richwood $310 23 + interest + costs. Second: H. M. Weaver + Co. nine hundred and seventy two dollars forty three cents ($972. 43) and interest from January 10th 1888. Third: J. K. McIntire + Co. the sum of seven hundred and forty dollars and eighty cents and interest: And that so soon as the premises hereof shall be sold under the former order of this Court, the proceeds shall be brought into Court to abide the further order and that the claims of the Bank of Richwood, H. M. Weaver + Co. and J. K. McIntire + Co. shall be paid as herein ordered. 5-113

5-131 Mary Davis vs C. W. Burgoon } Leave to file amended answer in ten days.

5-221 B. F. Carmean vs. Wm C. Smart et al. } Continued for service.

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5380	H. C. Hoskins vs. Springfield T. & M. Ins. Co's	Leave to file answer, and the same filed
5442	John Robinson vs. S. B. Robinson et al.	Leave to Guardian to answer in 30 days
5450	Wm H. Cravey Treas. &c. vs. T. M. Anderson et al.	Settled and costs paid. No Record
5256	Woodstock Bank of Woodstock Plff. vs Bence Robinson & Delmore Snodgrass, Defts	Court of Common Pleas, Union County O.

Now comes the plaintiff by its attorney and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true and that they are indebted to the plaintiff in the sum of $428.43 It is therefore considered and adjudged by the Court that the said plaintiff recover from the said defendants the said sum of $428.43 with interest at 6% from the 15th day of January 1888 and costs taxed at $

5419	O. M. Scott & Bro. Plaintiff vs Robert Fields, Defendant	Court of Common Pleas, Union County Ohio.

Now comes the plaintiff by their attorney and the defendant being in default for answer or demurrer, the Court find that the allegations of the petition are confessed by him to be true and that he is indebted to the plaintiff in the sum of ($111 46/100) one hundred and eleven and 46/100 dollars. It is therefore considered and adjudged by the Court that the said plaintiff recover from said defendant the sum of $111.46 with interest at 8% from the 17th day of January 1888 and his costs herein taxed at $

5113	W. G. and L. M. McAllister Administrators of R. T. McAllister vs. The New York Lake Erie and Western R. R. Co.	This day came this cause on to be heard upon the demurrer of the defendant to the amended petition of the plaintiffs and was argued by counsel and submitted, on consideration whereof the Court being fully advised in the premises does sustain said demurrer. To which ruling plaintiffs excepts and plaintiffs asked and obtained leave to file an amended petition in 20 days and cause continued.

Monday, January 9th A.D. 1888.

A. E. Wetzel et al.
vs.
5-257 Rachel Huffman et al. } This day on motion of the plaintiff, and on their producing the return of the Sheriff of the sale made under the former order of this Court-on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court-it is ordered that the said proceedings and sale be and the same are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser A. E. Wetzel and John H. Kilbury by deed according to law the property so sold. and a writ of possession is awarded to put said purchasers in possession of said premises. And the Court coming now to distribute the proceeds of said sale amounting to $160.00 it is ordered that the said Sheriff out of the money in his hands pay:-
First: The costs of this action taxed at $27.55
Second: To the plaintiffs the remainder to be credited on their decree herein.

Alvan Wright
vs.
Maggie M. Trickey et al. } This day on motion of plaintiff and on producing the return of the Sheriff of the sale made under the former order of this Court, on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and the same are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Alvan Wright by 5-342
deed according to law the property so sold. and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County. And the Court coming now to distribute the proceeds of said sale amounting to twelve Hundred Dollars it is ordered that said Sheriff out of the money in his hands pay
First, To the treasurer of this County the taxes on said property amounting to $29.31
Second, To the Clerk of the Court the costs of this action taxed at $34.50
Third, To the plaintiff Alvan Wright the amount of his decree herein to date being $1119.13
Fourth: The remainder to Turner E Morehead and Michael Motz to apply on their mortgage

5-373

Monday, January 9th A.D. 1888.

E. D. Pitts
5373 vs.
H. C. Hoskins et al.

This day this cause came on to be heard upon the answer and cross petition of the Connecticut Mutual Life Insurance Company and the exhibits and testimony, it appearing that all the parties are properly before the Court and that the defendants H. C. Hoskins and Rebecca A. Hoskins have not answered demurred or otherwise objected to the said answer and cross petition of the said Connecticut Mutual Life Insurance Company but have made default.

On consideration whereof and the Court being fully satisfied in the premises finds all the allegations of the said answer and cross petition to be true and that there is now due and owing thereon from the defendants Henry C. Hoskins and Rebecca A. Hoskins, interest being computed to the 1st day of the present term the sum of Five Hundred and Fifty two + 12/100 Dollars and that said amount should draw eight per cent interest from the 1st day of the present term of Court. It is therefore ordered adjudged and decreed that unless the said Henry C. Hoskins or Rebecca A. Hoskins pay or cause to be paid to said Connecticut Mutual Life Insurance Company the amount found due as aforesaid within 5 days from the entry hereof and to the Clerk of this Court the costs herein, that an order issue to the Sheriff commanding him to cause said premises to be appraised advertised and sold according to law and that he bring the proceeds into Court to await further order.

Stern + Boerger Plintiff
5342 vs.
Daniel Long Defendant

Now comes the plaintiffs by their attorney and the defendant being in default for Answer or demurrer the Court find that the allegations of the petition are confessed by him to be true and that he is indebted to the plaintiffs in the sum of $55.16. It is therefore considered and adjudged by the Court that the said plaintiffs recover from the said defendant the said sum of $55.16/00 and interest at 8% from the 18th day of June 1887 and costs herein taxed at $

Monday, January 9th A. D. 1888.

6379 W. J. Roots, Plaintiff vs. J. H. Turner, Executor of the estate of Adeline Stewart, Dec'd, Defendant

This day came on this cause to be heard by the Court both parties waiving a trial by jury. Whereupon the Court being fully advised in the premises find that only such of the items charged in the petition should be allowed as are sustained by the original entries of the books kept by plaintiff and made thereon at the time of the professional services, and further find that payments were made on the account from time to time so as to prevent the statute of limitation becoming a bar to any part of the account therefor. The Court find that the whole account due plaintiff from the defendants estate as claimed in his petition to be $1463.66 including interest from the time of the death of said Stewart and after deducting the payments made on said account as credited thereon and further that the notes set up in defendants answer as offsets to said account amount to $516.20 leaving a balance of $947.46 with interest from the 9th day of January 1888

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of the defendant as said executor the said sum of nine hundred forty-seven and 46/100 dollars ($947.46) found due as aforesaid to be paid out of said estate with interest from January 9th A. D. 1888 together with the costs herein taxed to $

5422 J. W. Robinson vs. O. B. Nowell and Hester A. Nowell

This day came on this cause to be heard by the Court whereupon the Court being fully advised in the premises do find there is a balance due on the mortgage in said petition described to the plaintiff the sum of Sixteen Hundred and Eighty-three dollars which is the first lien on said premises in the petition described being for the purchase money for said lot and that the said Hester A. Nowell hath no right of dower therein, the deed and mortgage having been delivered together. It is therefore considered, ordered and decreed by the Court that unless said defendants pay said sum and interest from January 9th 1888, together with costs within five days, that an order of sale issue to the Sheriff of this County commanding him to appraise advertise and sell said premises according to law to pay said claim and costs and make his return herein.

5273 John Day Guardian of Walter Shaffer, Plaintiff vs. Winget-Harriman and Granville S. Robertson, Defendants

November 24th 1887
Entry of Foreclosure of Mortgage and Order of Sale
Amount $74.71 + Interest from Nov 24th 87

This cause now coming on for hearing was submitted to the Court on the petition, answer of the defendant Winget-Harriman and the reply, the exhibits and the evidence, and on consideration thereof the Court find on the issue joined for the plaintiff and that there is due the plaintiff from the defendant Winget-Harriman on said mortgage set forth in the petition with

interest to November 24th 1887, the date of the entry of this decree, the sum of $26.82 with interest at 6%. The Court further find that said mortgage was executed and delivered to Granville S. Robertson then the duly appointed, qualified and acting guardian of said Walter Shaffer, that said John Day is now the duly appointed qualified and acting Guardian of said Walter Shaffer and as such guardian is entitled to have said mortgage foreclosed. That said mortgage was given and executed as in the petition alleged and on the premises therein alleged, that said mortgage was duly recorded in Book 16 Page 264 of the Record of mortgages of Union County Ohio, and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken.

It is therefore adjudged and decreed that unless the defendant Winget Harriman within 5 days from the entry of this pay, or cause to be paid to the Clerk of this Court the costs of this case up to the May Term 1887 and to the plaintiff herein the said sum of $26.82 with interest from this date, the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order. As to costs of May Term and thereafter this cause is continued.

The Court this day appoints N. B. Fulton Esq. and James B. Dole Esq. with the Prosecuting Attorney as a Committee to examine the Commissioners Report.

All causes, motions and orders not otherwise disposed of are hereby continued and thereupon this Court is adjourned without day.

Attest:- John D. Bongner Clerk

In Vacation

3468	Emma Gaines, Plaintiff vs. George Gaines Solomon Gaines and Jeanette Gaines, Defendants	January 18th 1888.

An Injunction is this day allowed plaintiff against said defendants in above case by the Probate Court of Union County, Ohio according to law.

Tuesday February 7th A. D. 1888

Mandate from the Circuit-Court

State of Ohio
Union County, ss. } Circuit-Court, Union County, Ohio.

At a term of the Circuit-Court, within and for the County of Union, in the State of Ohio, began and held before

Hon. John J. Moore
Hon. Henry W. Seney } Presiding Judges.
Hon. Thomas J. Beer.

at Marysville Ohio on the 7th day of Feb. A. D 1888, among other proceedings then and there had and before said Court, as appears by its journal, were the following, viz:-

No 66. A. B. Witter, Plaintiff in Error
vs
H. H. & E. E. Witter Ex'rs &c, Defendants in Error. } This day again came the parties by their attorneys and this cause now came on for decision and judgment whereupon the Court being fully advised in the premises do find that there is no error apparent upon the record to the prejudice of the plaintiff in error and do therefore approve and affirm said judgment at the costs of the plaintiff in error without penalty. To all of which plaintiff in error excepts.

It is therefore considered ordered and adjudged by the Court that the plaintiff in error pay the costs herein taxed at $

It is further ordered by the Court that a special mandate be sent to the Court of Common Pleas to carry said judgment for costs into execution

It is also ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry, etc.

I, J. D. Burgner, Clerk of the Circuit-Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the journal of said Court.

Witness my hand and the Seal of said Court this 7th day of February A. D. 1888.

Seal

J. D. Burgner, Clerk of Circuit Court

State of Ohio
County of Union } Circuit-Court of Ohio, Within and for Union County.

To the Honorable Court of Common Pleas, within and for the County of Union & State of Ohio, Greeting

We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit-Court in the cause of A. B. Witter plaintiff in Error vs H. H & E. E. Witter defendants in Error into execution. Witness my hand and seal as Clerk of our said Circuit-Court, at Marysville Ohio, this 7th day of Feby 1888.

Seal

J. D. Burgner Clerk

In Vacation

License ?

It is ordered that C A Mellikan be and he is hereby appointed and licensed to exercise the trade and occupation of auctioneer, and to make sales by auction for the period of one year within the County of Union, State of Ohio, upon the payment of the sum of Five dollars $5.00, and giving the Bond required by section 4225 Revised Statutes of Ohio. Done at Chambers, this 8th day of February A.D. 1888.

John A Price.
Judge of the Court of
Comm Pleas. 10th Judicial
District of Ohio

Witness My hand and Seal. as Clerk of over said Comm Pleas Court at Marysville Ohio, this 9th day February A.D. 1888.

seal

J. P. McCurdy. Clerk.

Monday. February 27th 1888.

The State of Ohio. }
Union County } ss.

This Seperate session of the Court of Commons Pleas. of the tenth Judicial District of the State of Ohio.. within and for the County of Union for the term of February in the year of our Lord, one thousand Eight hundred and Eighty Eight. In the Courthouse in the Town of Marysville, County and State aforesaid. was begun on the 27th day of February in the year aforesaid.

Present.

Hon. John A Price. Judge. of the Court of Commons Pleas. of the Tenth Judicial District of the State of Ohio.

Marion Hopkins Sheriff. of Union County Ohio.
Edward E. Porter Pros. Atty. of Union County Ohio.

Attest.

R. McCrory. Clerk of the Court of Commons Pleas of Union County Ohio.

The venire Facias. for a Grand Jury. heretofore issued returnable this day at 10 oclock A.M. was duly returned by the Sheriff. with his endorsements thereon as follows to wit.

Sheriffs Office. February 27th A.D. 1888. On the 30th day of January A.D. 1888. I received this venire. and served the same. on the Several persons. therein named at the times and in the manner. placed opposite their names endorsed hereon as follows.

No	Names	When Served	How Served	milege.
1	R A Hall		By Copy.	
2	James Williams		" "	
3	C E Holliway		" "	
4	Uziah Cook.		" "	
5	F B Spraigue		" "	
6	John L Hurd		" "	
7	Abner Liggett		" "	
8	John M Gunder		" "	
9	J J Hartley		" "	
10	Leon Woods		" "	
11	E C Marsh		" "	
12	Conrad Weidman		" "	
13	Thomas Cox.		" "	
14	David Logan		" "	
15	Marion Rhoads.			

Marion Hopkins. Sheriff. Union County Ohio

And upon calling the same in open court, the panel was found to be incomplete; Thereupon the Sheriff summoned George Hornbeck as Talisman to complete the same; Who appeared in answer thereto.

Monday February 27th 1888.

And the pannel being full, the Court appointed F. B. Sprague. Foreman of the Grand Jury, and with his fellow jurors took the oath in manner and form prescribed by law. And the said Jury being instructed by the Court in relation to their duties, were conducted to their room, attended by the Sheriff. The following named persons compose the Grand Jury to wit. R A Hall James Williams, C. E. Holliway, Uriah Cook, John L Herd, Abner Liggett John McGunder, J J Hartly Geo E Hornbeck C E Marsh Conrad Wideman Thomas Cox, David Logan Marion Rhoads, and F. B. Sprague Foreman.

5466. John Funk vs Jacob Clingman } This day came the parties and their attorneys and settled this cause at the cost of the defendant. It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant his cost herein expended. Taxed to ft.

5482. Sharer & March vs. M Mitchell Et. al } It appearing to the Court, that the defendants William Mitchell aged Eighteen years, and Carrie Mitchell, aged seventeen years, have been duly and legally served with Summons herein, and have neglected for twenty days from return of Summons served upon them, to apply for a guardian, ad-litem; On motion of the plaintiff E E Cole is hereby appointed guardian, for the suit of said minor defendants. And now comes the said E E. Cole, and in open court accepts said appointment, and filed his answer.

5742

Thereupon Court adjourned until tomorrow Morning at 9 o'clock.

J.W. Robinson
VS
Charles B Nowell Et als — Left off of Docket

5742 Henry Poling
VS
Theodore Poling et al — This day this ~~plaintiff~~ Cause was dismissed by the court on the request of the plaintiff at his cost & without prejudice It is therefore Considered ordered and adjudged that the plaintiff pay the Cost of this action Taxed at $ and Execution is awarded therefor —

5386

5496

5428 State of Ohio vs E J Evans | On motion to the court leave is granted to the defendant to file answer & special plea instanter, and the same is filed.

5273.

4582 Walter Bump vs The New York, Pennsylvania and Ohio Railroad Company | This day this cause came on to be heard upon the motion of the defendant to the amended petition of the plaintiff, and was argued by Counsil, on consideration whereof, And the court being fully advised in the premises finds that the said Motion is not well taken, and therefore overrules the same, to which ruling the defendant at the time excepted.

4245 C. Aultman & Co vs Albert South et. al. | On motion to the court it is ordered that Robinson Curry & Co., William H. Stine, H. B. Seely, O White, Parker L. Corbin, be and they are hereby made parties to this Action, with leave to each of said parties to file answer setting up Lens, to which order Plaintiff excepts.

5409

5221 C Aultman & Co vs S E Gamble et. al | This day this cause came on to be heard upon the motion of defendant to quash the service made upon the defendant in November 1887. And was argued by counsil, on consideration whereof and the court being fully advised in the premises finds that said motion is not well taken and therefore overrules the same, To which ruling of the Court the defendant at the time excepted. And on motion of defendant leave was given him to file answer by the 6th day of March 1888.

5033

Tuesday February 28th 1888.

5386 Reuben Freshwriter vs Israel Slack. —admnistr also Amanda Freshwater — Dw Partition

5496 David B Freshwater — Dw Partition

This day came on these said Causes of action No 5386, and No 5496 to be heard by the Court on the Motion to Consolodate said causes, And the Court having heard counsil on both of said Causes, do find that they both relate to the same subject-matter, and therefore the Court order that the said two Causes be and the same are hereby Consolodated into one cause, And the case so Consolodated is ordered to be Carried on under No 5496.

5273. John Day as Guardian &c vs W Harryman et all — This day came on this cause to be heard by the Court on the question of Costs Whereupon the Court find that all the costs Made in the case Subsequent to filing of the answer, were caused by the issue raised by the answer and reply, on which issue the Court found in favor of the defendants,

Wherefore it is ordered and decreed by the Court that the defendants pay all the costs herein up to and including the filing of the answer; And the plaintiff pay all the Costs, Subsequent to filing of said answer, And if either party fails for ten days to pay the costs so taxed to him, That Execution issue therefor, to all of which plaintiff excepts,

5409 J. H. Thompson vs Ed Daley et al — This day this cause was dismissed without prejudice to a new action. It is therefore considered and ordered by the court that the plaintiff pay the cost of this action taxed at $ and Execution is awarded.

3033 Joseph N. Hoines vs James Perry — This day this cause was dismissed without prejudice to a new action at the cost of plaintiff.

It is therefore considered and ordered by the Court that the plaintiff pay the cost of this action taxed to $ and Execution is awarded thereon —

Thereupon Court adjourned till Tomorrow Morning at nine o Clock

Wednesday February 29th A D 1888.

Court Convened this morning at 9 o'clock A.M. persuant to adjournment.- Officers present John A Price Judge, Edward W Porter Pros Atty, and M Hopkins Sheriff-
Attest. V M Corry Clerk.

5270. Hannah Gates vs P A Glick et al. } This day came the parties to this Suit, by their Attorneys, and declared this Cause settled at the Cost of the defendants And the Court being advised in the premises, ordered and adjudged that the recover of the Defendants the costs in this action including Costs before the Justice of the Peace, Taxed at $- no finde record to be made.

5115 O P Lenox. vs Peter Hell and E A Wafles } Now came the Plaintiff herein. And the defendants Peter Hill and E A Wafles, being in default for answer and demurer to the petition; The Court find that the alligations of the petition are confessed by them as true and that there is due the plaintiff O. P. Lenox, from said Peter Heil as principal and E.A. Wafles as endorser, on the note set up in the petition, the sum of $95-00 It thereupon considered by the Court that the plaintiff O. P. Lenox, recover of the said Peter Heil, as principal and E.A. Wafle as endorser, the said Sum of $95.00/100 And Costs herein Taxed at $-

5389 Melancthon Worthington vs S H Kilbury } Continued with leave to the defendant to answer by may 1st 1888.

5308. Adam Howard and George Howard Surviving partners of the firm of A Howard and Son. vs Willis Amarine } Now came the parties hereto, and the defendant offered to allow judgment to be taken against him for the Sum of seventy five dollars, which offer the plaintiffs have accepted, It is therefore considered by the court that the plaintiffs Adam Howard and George Howard, as Surviving partners of the firm of H Howard and Son, recover from the said Willis Amarine the sum of Seventy five dollars, and their costs herein expended, And Execution is Stayed until the 1st day of May 1888.

45-77 Sarah Snodgrass vs Robert Snodgrass

This cause is dismissed without prejudice to new action at Plaintiffs costs. It is therefore considered ordered and adjudged by the court that the defendant recover of said plaintiff his Costs herein taxed at $. and that plaintiff pay her own costs herein taxed at $ for all of which execution is awarded.

Thereupon Court adjourned until tomorrow morning at 9 oclock, A.M.

Transcribed

5480

Peleg Cranston }
vs }
Thomas A. Draper }

Now comes the plaintiff by his attorney and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true and that he is indebted to the plaintiff in the sum of Three hundred and twenty eight and 35/100 dollars with interest from March 1st 1888.

It is therefore considered by the court that the said plaintiff Peleg Cranston recover from the defendant Thomas A. Draper the said sum of three hundred twenty eight $35/100 dollars and the costs herein expended taxed at $

Court met this morning at 8½ o'clock pursuant to adjournment—the Same Officers being present as on yesterday.

5504 P. E. Barnes vs S. H. Rosetti

This day came the Plaintiff by [illegible] and the defendant by R. L. Woodburn one of the attorneys of record of this court who [illegible] a warrant of attorney duly executed, and now produced in open court and duly proved [illegible] service of process and enters appearance of said defendant herein and by virtue of the same warrant of attorney confesses that there is due from said defendant to said plaintiff as alleged in said plaintiffs petition the sum of $ [illegible]. It is therefore considered that said plaintiff do recover of said defendant the said sum of $ [illegible] so confessed to be due together with costs of suit herein taxed and with interest [illegible] at the rate of 6 per centum per annum. And by virtue of said warrant of attorney all errors are released and all right of appeal and all right to file petition in error waived and all right to demand exemption from execution of any property real or personal is also waived.

3471 The Connecticut Mutual Life Insurance Company vs Philip C. Adams et al

This day this cause came on to be heard upon the petition of the plaintiff and the answer of Charles W. Fox, the other defendants although legally notified of the pendency hereof having failed to answer, demur or otherwise object to plaintiffs petition but made default; on consideration whereof and the court being fully advised in the premises finds that all the allegations of the said plaintiffs petition are true, and that there is due the plaintiff from the defendant Philip C Adams on the notes set out in plaintiffs petition with interest to the 1st day of this term the sum of $2259.87 which sum should draw 8 per cent interest from the 1st day of this Term of Court— The court further find that in order to secure the payment of said notes the defendants Philip C. Adams and Leonora Adams his wife executed and delivered to said plaintiff their certain mortgage deed as in the petition described and on the premises described that said mortgage was duly recorded in Book 19 on pages 264 to 266 of the record of mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken —— The court further find that the defendant Charles W. Fox is the owner of the two acres described in his answer which is a part of the premises described in plaintiffs petition and which was conveyed by Philip C. Adams and wife to George M. Sanderson and by George M Sanderson to Charles W. Fox since the execution of the mortgage by said Philip C Adams & wife to the plaintiff and it is ordered by the court that the premises described in the answer of Charles W. Fox be omitted from any order of sale issued herein unless the remainder of the premises fail to satisfy the claim of the plaintiffs interest & cost.
It is therefore considered adjudged and decreed that unless the defendant Philip C. Adams shall within 3 days from the entry of this decree pay or cause to be paid to the Clerk of this court the cost of this case, and to the plaintiff herein the sum so found due as aforesaid with interest from the 1st day of this term at eight per cent as aforesaid. The defendants Philip C. Adams and Leonora Adams equity of redemption be foreclosed and said premises be sold except said two acres described in the answer of Charles W. Fox and that an order of sale issue to the Sheriff of Union County Ohio directing him to appraise advertise and sell said premises except said 2 acres, and report his proceedings to this court for further order—

Thereupon Court adjourned until tomorrow morning at 8 o'clock

Saturday March 3rd A.D. 1888.

Court convened this Morning at 9 o'clock pursuant to adjournment the Same officers being present as of yesterday.

J. S. Kingridge
5505 vs
B. F. Jones et al

This day came the plaintiff by Brodrick & McCampbell his attorneys and thereupon came D. W. Parker one of the attorneys of record of this court who by virtue of a warrant of Attorney duly executed and now produced in open court and duly proven waived the issuing and service of process and entered appearance of said defendants herein and by virtue of the same warrant of attorney confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition the sum of $ 321.02. It is therefore considered that said plaintiff do recover of said defendants the said sum of $ 321.02 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of attorney all Errors are released, and all right of appeal, and all right to file a petition in Error are waived.

Shaner March & Co
5482 vs
Margaretta Mitchel et al

This cause came on for hearing on the petition of plaintiffs, the answer of the Guardian ad litem heretofore appointed in this case and the evidence and was submitted to the court: on consideration whereof the court find that the defendants Margaretta Mitchel and Henry Mitchel her husband executed and delivered to the plaintiff Shaner & March & Co the mortgage deed in the petition described and on the premises therein described, that said mortgage was duly recorded in Book 21 page 610 of the record of Mortgages of Union County and is the first and best lien on the premises described in the petition. The court further find that the condition of defeasance in said mortgage has been broken and that the said plaintiffs are thereby entitled to have the defendants Equity of redemption foreclosed—

It is therefore considered and decreed that unless the said defendants shall within 10 days from the entry of this decree pay or cause to be paid to the clerk of this court the cost in this case and to said plaintiffs the sum of $58.00 with interest at 8% from the date of this decree according to the terms of said mortgage deed the defendants Equity of redemption be foreclosed and said premises shall be sold and order of sale shall issue therefor to the Sheriff of said county directing him to sell said premises as upon execution and bring the proceeds into this court for further order—

Saturday March 3d 1888

Emma Wallers
vs No 5474
Charles E Wallers

This day came the plaintiff by her attorney and submitted this cause to the Court upon the petition and evidence. The Court being fully advised in the premises finds that the defendant has had due and legal notice of this proceeding; that the statements in the petition as to the Residence of plaintiff are true; and that the parties were married as there stated, and said children were born to them as therein alleged. The court further find that the defendant has been guilty of habitual drunkenness for more than three years prior to the filing of said petition, and that the plaintiff is entitled to be divorced and have alemony as prayed for in her petition, and that all the allegations of said petition are true.

It is therefore ordered and adjudged by the Court, that the Marriage Contract heretofore existing between the said Emma Wallers and Charles E Wallers be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered that the Custody, Care, Education and control of said children of the parties hereto, be confided to the plaintiff, and defendant is enjoined from interfering with the same. And the Court find that the plaintiff is the owner in fee simple of the following described real Estate, to wit: Situated in the County of Union State of Ohio, Being all of Lots 284 & 283 in Merriell's Edition to the Village of Richwood, it is therefore ordered and decreed, that the Defendant be forever divested of all and every claim, Title or interest, by courtesy, Dower or otherwise in or to said Real Estate, And that the plaintiff have the same as her reasonable alimony with full power to lease out, or dispose of the same at her pleasure.

And the defendant is enjoined from interfering in any Manner with her right, and from setting up any claim of interest in said Real Estate.

It is further considered by the Court that the Defendant pay the costs of this proceeding.

Monday March 5th A.D. 1888.

Court Convened this afternoon at one oclock P.M. pursuant to adjournment on Saturday.

The Same officers being present as on Saturday

5419 Elizabeth Doerlinger vs Charles Doerlinger et al } In Partition

This day Came on this cause to be heard by the Court on the report of the commissioners on partition, and it appearing that said premises will not bear partition without manifest injury and said petitioners have returned that fact and appraisal, and valued at thirty dollars per acre,

Therefore it is ordered and decreed by the court that the said report and valuation be and the same is confirmed, And neither party electing to take said premises at the valuation thereof, it is ordered by the court that the Same be Sold according to law, and that an order of Sale issue to the Sheriff of this county commanding him to advertise and Sell said premises according to law, and report at this term of the Court.

5101 John C. Ramsey vs Eleanora Ramsey }

This day came on this cause to be heard upon the petition of plaintiff and answer of the defendant, and the court being fully advised in the premises. find that Since the commencement of this action the defendant has died, and that therefore this action is abated at the cost of the plaintiff. It is therefore considered, ordered and adjudged by the court that the plaintiff pay the costs of this action taxed at $ and in default of such payment that execution issue therefor-

5481 John C. Galloway vs W. S. Cook et al }

This day this cause was dismissed at cost of the plaintiff It is therefore ordered and adjudged by the court that the plaintiff pay the cost of this action taxed at $ for which Execution is awarded.

Thereupon Court adjourned until tommorow morning at 9 Oclock

Tuesday March 6th A.D. 1888

Court convened at 9 o'clock pursuant to adjournment the same officers being present as on yesterday.

5485 J. W. Robinson admr of Elizabeth Walden dec'd vs J. C. Culberson

This day came the plaintiff but the defendant made default having been duly served with Summons as required by law and the court find the allegations of the petition to be true and that said Elizabeth Walden recovered judgment for $1946.50 and costs April 26th 1883 in this court which had become dormant by her death, and the court further find that said judgment remains in full force and unpaid, and therefore it is considered and adjudged by the court that said judgment be and the same is hereby revived in favor of the plaintiff her Administrator together with the cost of this proceedings taxed to $ And Execution is hereby awarded by the order of the court against said defendant for said sum of $1956.50 and the interest since April 26th 1883 and the costs aforesaid.

5508 Mary A. Jones vs Wm. T. Jones

On Motion of the plaintiff by her attorney and good cause being shown therefor it is ordered that an injunction be allowed to issue herein injoining the defendant Wm T. Jones from disposing of or incumbering of any of the property, real or personal property described & mentioned in the petition filed herein until the further order of this court: and the said injunction is allowed without an undertaking.

5364 Herbert H. Chavous vs Peter Waynegar et al

The defendant having filed affidavit showing that said Waynegar is sick and unable to attend court: this cause is continued on that showing at defendants cost: It is considered therefore that the plaintiff recover of the defendants the costs of this term taxed to $

Thereupon court adjourned until tomorrow morning at 10 o'clock

Wednesday March 7th A.D. 1888

Court met at 9 O'clock A.M. pursuant to adjournment the Justices of the Peace being present as on Yesterday.

5417 William Kirk vs Jonathan Beard et al

On motion of the plaintiff and on his producing the return of the Sheriff of the Sale made under the former order of this court, and the court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this court. It is ordered that the said proceedings and Sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser William Kirk by deed according to law the property so sold and a writ of possession is awarded to put said purchaser in possession of said premises.

And the court coming now to distribute the proceeds of said Sale, amounting to $ it is ordered that the Sheriff out of the money in his hands, pay.

"First" To the Treasurer of the county the taxes, penalty and interest against said property to-wit; the sum of $

"Secondly" The costs of this action taxed at $

"Thirdly" To the plaintiff William Kirk the remainder of said sum to apply on his decree herein.

5416 William Kirk vs Mary E. Carman et al

On Motion of the plaintiff and on producing the return of the Sheriff of the Sale made under the order of this court; and the court on careful Examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law, and the order of this court, it is ordered that the said proceedings and Sale be and the same are hereby approved and confirmed. And it is further ordered that the said Sheriff Convey to the purchaser by deed according to law the property so sold, being the first parcel described in the order of Sale, the second parcel having been Sold in case No 5417, the said 20 acres described in said second parcel being a part of the 120 acres Sold in case 5417 and a writ of possession is awarded to put said purchaser in possession of said premises. And the court coming now to distribute the proceeds of said Sale amounting to $ 73.50 it is ordered that the Sheriff out of the proceeds in his hands pay.

"First" To the treasurer of the county the taxes, intirest and penalty against said property to-wit the sum of $

"Secondly" The costs in this action taxed at $

"Thirdly" To the plaintiff William Kirk the remainder of said sum to apply on his decree herein.

Thereupon Court adjourned until Nine O'clock tommorrow morning

Thursday March 5th 1885

Court met at nine o'clock this morning pursuant to adjournment - the same officers being present as on yesterday.

8457 Elizabeth F. Green et-al }
vs }
William Hirst et-al }

This day this cause came on to be heard upon the pleadings and the evidence and was argued by counsel and submitted to court - the complainant in person and the Court being fully advised in the premises finds on the issues joined in favor of the defendants - It is therefore considered and adjudged that the petition be dismissed and that the defendants go hence without day and that the plaintiffs pay the costs to-wit-s -

Friday, March 9th A.D. 1888

Court Met- This morning at nine Oclock pursuant to adjournment- the same officers being present as on yesterday-

	Grant Davis }
5.50	Vs. }
	C.W. Burgoon }

Now come the parties hereto by their attorneys; also come the following named persons as jurors to-wit;

Robert Elliott, William McGuinness, Thomas Connors, James Cameron, Martin Emrick, Joseph Oliveira, Harrison Longberry, Philip Bausch, Wm. Isaminger, Calvin Liggett regular jurors, & Solon Bane & T.C. Loveless talesmen who were duly impaneled and Sworn according to law. And thereupon after hearing the evidence, argument, and charge of the court, the jury retired to their room in charge of the Sheriff for deliberation.

And now come said jury into open court with their verdict in writing signed by their foreman and say;

"We the jury, being duly impaneled and Sworn find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant C.W. Burgoon at the sum of ($102.95) one hundred and two 95/100 dollars.

March 9th 1888 Calvin Liggett Foreman

5307

5471

Saturday March 10th A.D. 1888

Court convened this morning at 9 oclock pursuant to adjournment the same officers being present as on yesterday.

5307 J. M. Sanders }
vs }
D. V. R. Young }

Now came the parties herein by their attorneys also came the following named persons as jurors, to-wit:

Robert Elliott William McManmus Thomas Connor James Cameron
Martin Dirich Edwin Wilber Joseph O'Hara Harrison Longbury
Philip Bausch Wm J. Seaman Edwin Leggett regular jurors and
James Stark talisjuror, who were duly impaneled and sworn according to law. And the said jury having heard the testimony adduced in part said cause was continued until Monday March 12th 1888 at One ½ oclock P.M.

5471 The Connecticut Mutual Life Ins Co }
vs }
P. C. Adams et al }

On motion of Robinson & Robinson defendants herein, leave is granted them to file their cross petition in this case instanter. Whereupon said Robinson and Robinson filed their cross petition for judgment and order of sale.

Court adjourned at 4 P.M. to Monday at 1½ oclock P.M.

Monday March 12th A D 1888.

Court convened pursuant to adjournment at 1½ o'clock P. M.
The same officers being present as on Saturday

5471 The Connecticut Mutual Life Insurance Co, vs Philip C. Adams et al,

This day came on the cause to be heard, on the cross petition of Robinson & Robinson, whereupon the court find there is due on the note in said petition described $102, with 8 per cent interest, & $15.55 on the account therein stated Whereupon it is considered and ordered and adjudged by the Court that the said Robinson & Robinson, recover of the said P. C. Adams the said Sums amounting to 117.$\frac{55}{100}$ and it is further ordered and decreed by the Court, that if said C P Adams, fail for three days to pay said $102 due on said note, Secured by Mortgage, that an order of Sale issue to the Sheriff of this County, Commanding him to appraise, advertise and Sell, the said premises according to law, to Satisfy said decree and Judgment,

5465

5272

5472

Tuesday March 13th A. D. 1888.

Court convened this morning pt 9 o'clock. The same officers being present as on yesterday.

5465 David Brown
vs
C. J. Monroe

This day this cause came on to be heard on the motion of defendant to require the plaintiff to reform his petition, and the court being fully advised in the premises overruled said motion, and the defendant asked and obtained leave to file answer by March 20th 1888.

5272 E. M. Witter
vs
A. B. Witter

This day by the agreement of the parties this cause was referred to J. M. Brodrick as referee to be heard during Vacation, to be heard and reported as provided by Statute, and thereupon the plaintiff took leave to amend his petition within 30 days from the rising of this court and the defendant also took leave to amend his answer. Thereupon this cause was continued.

5472 Dorothy Tobey
vs
Robert W. Braxton et al

This day came this cause on to be heard upon the petition and the evidence, the said Robert W. Braxton & Sulvina Braxton his wife defendants (for answer or demurrer) did not appear by counsel. Upon consideration thereof being fully advised in the premises the court do find that all the parties interested have had due and legal notice of the filing and pendency of the petition in this case and that the allegations contained therein are true, and the court do further find that there is due to the plaintiff from the said defendant Robert W. Braxton upon the promissory note mentioned and referred to in the 1st 2d 3d 4th & fifth causes of action set forth in the petition the sum of $426.75 and that said sum should bear interest at the rate of 6% per cent per annum from the date of decree. And the court do further find that in order to secure the payment of the promissory note mentioned and referred to in the petition the said defendants Robert W. Braxton and Sulvina Braxton his wife executed and delivered their certain Mortgage deed upon the following real estate situate in the County of Union in the State of Ohio and in the township of Darby and bounded and described as follows; Being part of U. M. Survey No 2344 Beginning at the S. E. cor of a tract of land deeded by James M. Scott & wife to John Brister the 25th day of October 1883; thence N. 7° & 54' W. 20 poles to a stone at the S. E. cor of said Forsters Tract; thence S. 83° E. 26 poles to a stone at the N. W. corner of D. Fields land; thence S. 7° W. 54 poles to a stone in the line of Wingert, Evans land; thence N. 84° W. 26 poles to the place of beginning, containing Nine (9) acres more or less.

That said Mortgage deed was filed for record with the Recorder of Union County Ohio on the 15th day of December 1883 at 2 o'clock P. M. and duly recorded on the 17th day of December 1883 in the Record of Mortgages of said County Vol 2 of page 432

that the said plaintiff Timothy Fahey is now the holder and owner of said Mortgage by assignment of James W. Scott as alleged in the petition, and that the Same is the first and best lien upon the premises above described. And the Court do further find that the Conditions of the said Mortgage have been broken, and that the plaintiff is entitled to have the Same foreclosed.

It is therefore ordered, adjudged and decreed by the Court that unless the said defendants Robert W. Brewster and Dulcina Brewster pay or cause to paid to the Clerk of this Court the costs of this case, and to the said plaintiff Timothy Fahey the amount herein found due him, with interest from this date an order or orders issue to the Sheriff of Lincoln County, Ohio commanding him to appraise, advertise and sell the real estate herein described in whole execution and order and that said Sheriff bring the proceeds of such sale into this Court to abide its further order thereon.

5314

5378

5307

Whereupon Court adjourned until Tomorrow Morning at Nine oclock

Wednesday, March 4th A.D. 1888

Court convened at o'clock this morning pursuant to adjournment the same officers being present as on yesterday.

In the matter of the appointment }
of County Surveyor }

On motion of E. W. Porter Prosecuting attorney of Union County Ohio, and it appearing to the court that the office of County Surveyor of said county has become vacant by the resignation of Charles S. Lee the present incumbent. It is therefore ordered that Andrew S. Mowry be and he is hereby appointed County Surveyor and he is ordered to give bond and take the oath of office, as is required of the county surveyor duly elected; and he shall hold said office and perform all the duties thereof and receive the fees and emoluments of the same until his successor is elected and qualified according to the statute in such case provided.

March 14th 1888. John A. Price Judge of Court of Common Pleas

Meyer Wile & Herman Wile }
5314 vs }
James M. Smith }

Continued on motion and showing of the defendant and at his cost: It is therefore considered and adjudged by the court that the plaintiff recover of the defendant the cost of this term of court taxed to $

Edward O. Stevenson }
5378 vs }
John H. Sterling }

This day came the parties to this cause and the plaintiff thereupon dismissed this cause without prejudice. Whereupon the court being fully advised in the premises dismisses this cause without prejudice to another action.

It is therefore considered and adjudged by the court that the defendant recover the plaintiff his costs herein taxed to $ No record of this case.

J. M. Sanders & Co }
5307 vs }
S. V. R. Young }

Now came the parties herein, by their attorneys; also came the following named persons as jurors, to-wit: Robert Elliott, William McGowan, Thomas Connor, James Cameron, Martin Scotch, Edward Dilsaver, Joseph Chaney, Harrison Longberry, Philip Rausch, Wm. J. Grauman and Calvin Liggett regular jurors and James Shirk Talis-juror, who were duly impaneled and sworn according to law and thereupon, after hearing the evidence, argument and charge of the court, the jury retired to their room in charge of the Sheriff for deliberation. And now came said jury into open court with their verdict in writing signed by their foreman, and say; We the jury, being duly impaneled and sworn, find the issues in this case in favor of the defendant S. V. R. Young.

Calvin Liggett, Foreman.

Bank of North Lewisburgh }
5434 vs }
Samuel McWhite }
This day on the application and showing of the defendant 5385
this cause is continued at defendants cost;

George W. Willett }
5329 vs }
W. T. Hoops }
This cause this day continued on motion and showing of the
defendant and at defendants cost of term —

The State of Ohio }
744 vs } Indictment for Burglary and Petit Larceny
Simeon Atha }
Now comes the Prosecuting Attorney on behalf of the State of 5406
Ohio, and the defendant being brought into court in custody of the Sheriff
and arraigned upon said indictment for plea thereto saith he is "Not Guilty"
and puts himself upon the country and the Prosecuting attorney doth
the like, and thereupon the court fixed the bond of said defendant at
$250, for his appearance in said court on Thursday the 5th day of April
A.D. 1888.

Mariah Mahaffey }
5385 vs } 5428
James T. Mahaffey }
Now came the parties herein by their attorneys;
also came the following named persons as jurors to-wit: William McManus
Thomas Conner, James Cameron, J. D. Mather, Martin Erick, Edward Gilsaver
Joseph Clarra, Harrison Longberry, Philip Rausch, W. J. Crammer, Calvin Liggett
and John Neely who were duly impaneled and sworn according to law, and the
said jury having heard the testimony adduced in part. The court adjourned
until to-morrow morning at 9 o'clock.

Thursday March 15th A.D. 1888

Court convened this morning at 9 o'clock pursuant to adjournment the same officers being present as on yesterday.

Mariah Mahaffey }
5385 vs }
James T. Mahaffey }

This day again came the parties by their attorneys and also came the jury heretofore impaneled and sworn, and the trial proceeded. And the said jury having heard the remaining testimony, the argument and charge of the court, retired to their room in charge of the Sheriff for deliberation. And now come said jury into open court with their verdict in writing, signed by their foreman, and say: "We the jury being duly impaneled and sworn find the issues in this case in favor of Plaintiff, and assess the amount due to the plaintiff from the defendant James T. Mahaffey at the sum of $526.25 Five hundred and Twenty Six 25/100 dollars.

March 15th 1888 Calvin Liggett Foreman

The Peoples Bank }
5406 vs }
S. Taylor }

Now came the parties herein by their attorneys, also came the following named persons as jurors to-wit; William McGrann, Thos Connor, Lewis Simmons, J. D. Mather, Martin Birich, Joseph Ohara, Philip Rausch, John Nisely, Edward Dilsaver, Harrison Longberry, Wm J. Grauman and Calvin Liggett, who were duly impaneled and sworn according to law, and the said jury having heard the testimony, the argument and charge of the court retired to their room in charge of the Sheriff for deliberation. And now come said jury into open court with their verdict in writing signed by their foreman, and say; We the jury being duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant S. Taylor at the sum of $231.64 Two hundred Thirty one & 64/100 dollars.

March 15th 1888 Calvin Liggett Foreman

The State of Ohio }
5428 vs } Bastardy
E. J. Evans }

This day came the parties by and with their attorneys and this cause came on to be heard upon the demurrer of the complainant Julia B. Simpson filed herein to the answer and special plea of the defendant E. J. Evans filed herein and was argued by counsel, upon consideration of which the court is of the opinion that said ~~demurrer~~ answer and special plea of said E. J. Evans does not state facts sufficient to constitute a defense to the said complaint made against him and do sustain said demurrer.

Thereupon court adjourned until tomorrow morning at 9 o'clock

Friday March 15th A. D. 888

Court convened at 9 Oclock pursuant to adjournment the same officers being present as on yesterday.

5428 The State of Ohio }
vs } 2 Bastardy
O. J. Deans }

On application of the defendant it is ordered that this cause stand continued at his cost.

5496 Amanda Freshwater & James Freshwater }
vs }
David B. Freshwater et al }

This day came on this cause to be heard on the petition and the cross petition in this Consolidated Case. Whereupon the being fully advised in the premises do find said Plaintiff is entitled to partition as prayed for and that Reuben Freshwater is Entitled to partition as prayed for in his cross petition.

It is therefore Considered ordered and decreed by the Court, that partition be made of said lands in said petition described, giveing to Amanda Freshwater one twelvth thereof. Ida Freshwater one twelvth Alice Freshwater one twelvth. Edward Freshwater one twelvth Anna Freshwater one twelvth. Clark Freshwater one twelvth Lorina Freshwater one twelvth. Sarah Mason one twelvth One Cartmell ~~one twelvth~~, David B. Freshwater & Mary Burns and to Reuben Freshwater Each one twelvth and that the Sheriff of this county by the oaths of William Goff, George W. Court and J. W. Fellers three disinterested free holders of the County be Make partition of said real estate in the manner above Staid And assign to each of said Tenants in common one twelvth part thereof.

5483 Edson Fields }
vs }
The N.Y. Erie & W. Ry Co }

This day came the defendant and asked and obtained leave to answer by the 25th day of March and thereupon leave is given defendant ten days in which to plead from March 15. 888.

5492 Henry C. Goff }
vs }
William Martin et al }

Continued with leave to plaintiff to reply in ten days.

officers

5380 H. C. Hoskins
vs
Springfield Fire & M. Ins Co

This day this Cause come on to be heard by the Court. Whereupon the parties plaintiff and defendant came and compromised this Cause and plaintiff dismissed the same upon paid the costs in consideration of $ 25 paid by defendant and said suit is dismissed by the court without record.

5442 John Robinson
vs
Samuel Bruce Robinson

This Cause now coming on for hearing was submitted to the court on the petition of the plaintiff the answer of James Black assignee the answer of John R. Taylor Guardian of Susanah Robinson and the reply of the plaintiff thereto and on consideration thereof the Court find on the issues joined for plaintiff as follows:
The court finds there is due to the said plaintiff on the note set out in the first cause of action in his petition with interest at 8% to the 1st day of this June the sum of Eleven hundred and twenty three dollars. ($1123.)
And the court further find that in order to secure the payment of said note James Robinson and Susanah his wife executed and delivered to said Black Pitchel their certain Mortgage the relinquishing her perspective right of dower in the premises as described in plaintiffs first cause of action and the said Mortgage was duly recorded in Book 8 Page 480 of the record of Mortgages of Perry County Ohio and is a good and valid first lien on said premises, and that the plaintiff is now and was at the commencement of this suit the bona fide and lawful owner of said Mortgage by assignment for a valuable consideration on note in the plaintiffs first cause of action so set forth and that the conditions of said Mortgage have been broken. That the said James Robinson is dead and his interest in said land descended to the defendant Samuel B. Robinson who is his only heir at law, and that the balance of the interest in said land is owned by the defendant Susanah Robinson subject to the Mortgage described in the first cause of action and also the other Mortgages herein described as executed by her.
And the court further find that there is due from the said Samuel B. Robinson to the plaintiff on the promissory note described in the second cause of action with 8% interest to the 1st day of this term the sum of Seventeen hundred and thirty dollars. ($1730 dollars.) And that in order to secure the payment of the said note that Samuel B. Robinson and Emma his wife executed and delivered to the plaintiff their certain Mortgage as in the petition described the one undivided 3/7 thereof of the second cause of action described of said premises described in plaintiffs first cause of action, but the said Samuel B. Robinson only owned three sevenths of said land, Second Mortgage was duly recorded in Book 16 page 23 of the Mortgage record of Perry county Ohio and is a good and valid lien on said one undivided 3/7 of said premises subject to the sum found due plaintiff in first cause of action and that the conditions of said Mortgage have been broken.
And the court further finds that there is due from the defendant Samuel B. Robinson to the plaintiff on the promissory note described in his fifth cause of action with interest at 8% to the first day of this term the sum of Twenty Eight hundred and Twenty five 93/100 dollars. And the court further finds that in order to secure the

payment of said note set forth in the plaintiffs fifth cause of action. The said Samuel B Robinson and Bessie his wife Executed and delivered to the plaintiff his certain Mortgage as in the fifth cause of action described on one undivided half of the said premises as described in his fifth cause of action, but said Samuel B Robinson only owned 3/7 Seventh of said land. That the last named Mortgage was duly recorded in Book 20 page of the record of Mortgages of Union County Ohio and is a good and Valid lien on the premises described in the 5th Cause of action Subject to the other Mortgages herein declared to be prior thereto. And to secure the payment of said note the said Samuel B Robinson who signed his name as Bruce Robinson with and his wife Bessie Executed and delivered to the plaintiff their certain Mortgage as in the petition discribed deed on the whole of said land, but he only owned three Sevenths thereof of the premises therein described, and said Mortgage was duly recorded in Book 21 page 63 of the record of Mortgages of Union and is a good and valid lien on the undivided three Seventhe of said premises Subject to the said Mortgages before described and that the conditions in said Mortgage have been broken.

And the Court further find that there is due to the plaintiff from Susannah Robinson on the promissory note set forth in the 2d cause of action in plaintiffs petition with interest to the first day of this term at 8% the sum of Twelve Hundred and forty-eight dollars & 1248

The Court further finds that in order to secure the payment of said note the said Susannah Robinson Executed and delivered to plaintiff her certain Mortgage as in the 2d cause of action described in plaintiffs petition deed on the one undivided four Sevenths of said premises in the said petition described Subject to the said Mortgage set forth in the first cause of action that said Mortgage was duly recorded in Book 8 page 171 of record of Mortgages of Union County Ohio and is now and was at the commencement of this action the real owner and holder of the same and it being the undivided four Sevenths of said premises Subject to the 1st Cause of action in plaintiffs petition.

The Court further find that there is due to the plaintiff from said Susannah Robinson on the note and Mortgage described in the 3d cause of action as described in plaintiffs petition with interest at 8% to the first day of this term Five Hundred forty five & no dollars. And the Court further finds that to secure the payment of said note the said Susannah Executed and delivered to the plaintiff her certain Mortgage described as fourth cause of action in plaintiffs petition and on the one undivided one half of the premises in the first cause of action described. Said Mortgage is duly recorded in Book 17 page 248 of the record of Mortgages in Union County Ohio and is a good and valid lien on said premises and the conditions of said Mortgage has been broken. And the Court further find that the said Susannah Robinson defendant as the widow of James Robinson is entitled to dower in 3/7 of the Proceeds that remains after paying the costs and to the plaintiff the Mortgage set-offs in the first cause of action, to-wit: Eleven Hundred and twenty three dollars ($1123.00) out of the entire proceeds of the sale of all the lands described in first cause of action, the amount of said dower to be ascertained and assigned according to the rules of the Annuity Tables.

That the said Susannah Robinson is the owner in fee of the four Sevenths of the lands described in plaintiffs first cause of action and that Samuel B. Robinson as the only heir at law of James Robinson deceased is entitled to three Sevenths thereof and that the said Susannah Robinson is the widow of

James Robinson entitled to dower in said three sevenths of said lands after paying costs of suit and satisfying the first mortgage in the petition described and that said mortgage in the first cause of action described is a first lien on all of said lands.

It is therefore adjudged and decreed that unless the said defendants Samuel B. Robinson and Susannah Robinson within five days from the entry of this decree pay to the clerk of this court the costs in this case and to the plaintiff herein the sum so found due him as aforesaid in the first cause of action with interest from the first day of this term with 8% interest the said defendants equity of redemption be foreclosed and said premises sold, and that an order of sale issue to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this court for further order.

And it is further adjudged and decreed that unless the said Samuel B. Robinson defendant shall within five days from the entry of this decree pay to the clerk of this court the cost of this case and to the plaintiff herein the sum so found due him in the 2d & 5th causes of action herein with interest at 8% from the first day of this term the said defendants equity of redemption in to-wit: the undivided three sevenths of the premises described in the first cause of action and said premises be sold and an order of sale issue to the Sheriff of Union county directing him to appraise advertise and sell said premises and report his proceedings to this court for further orders.

And it is further ordered that unless the said defendant Susannah Robinson within five days from the entry of this decree pay to the Clerk of this court the costs in this case and to the plaintiff the sum so found due from her to plaintiff in the 3d & 4th causes of action herein with interest from the first day of this term at 8% the said defendants equity of redemption in the premises described in the 3d & 4th causes of action to-wit: the undivided four sevenths of the premises described in the first cause of action and that four sevenths of said premises be sold and that an order of sale therefor be issued to the Sheriff of Union county directing him to appraise advertise and sell said premises as upon execution at law and report his proceedings to this court for further order.

To all of which rulings and decisions of the court the defendant Susannah Robinson then and there excepted and gave notice of appeal in consideration whereof the court fixed the amount of her appeal bond at $6500.00 upon the execution of which the foregoing orders herein are and will be suspended.

Matilda Morris }
5457 vs }
John Connor }

This day came on this cause to be heard on the motion of the defendant to strike out certain parts of said petition and to require plaintiff to separately state his causes of action. Whereupon the court do sustain the [illegible] of the motion as relates to special damages and overrules said motion as to [illegible] the causes of action as to fraudulent representations and as to [illegible]. To all of which the defendant excepts and so far as said motion is sustained the plaintiff excepts. Defendant to file answer by March 1st.

Mary Davis }
5.50 vs } 5470
C. H. Bergoon }

This day came on this cause to be heard on the motion to enter Judgment on the verdict of the Jury. Whereupon the court sustain the motion and it is considered ordered and adjudged by the court that the plaintiff recover of the defendant said sum of one hundred and two & 00/100 dollars found due by the Jury and her costs herein expended taxed to $.

Mary Collumber et al }
5404 vs } 5492,
Jno W. Collumber et al }

This day came on this cause to be heard by the Court. Whereupon the plaintiff declined to prosecute further. Whereupon the court dismisses this cause at plaintiffs costs. Whereupon it is considered ordered and adjudged by the court that the defendants recover of the plaintiff their costs herein taxed to $.

Elizabeth McEntire }
vs }
Mary McEntire }

This cause being heard upon motion of defendant to compel the plaintiff to give Security for costs the court on consideration grant the same and order that unless plaintiff give Security within ten days from this date said cause be dismissed.

D S Ford }
5479. vs }
Lucinda Ford and }
Ross Townsend }

This cause being heard on motion of the plaintiff to require the defendant to give additional Security on the appeal bond; the Court on consideration grants the same and orders that the same be given within thirty days from the 16th day of March 1888.

Ora A Judd }
5443 vs }
David Chard }

This Cause is continued until the next term of Court, and defendant is held for his appearance on the first day of said term under his present bonds, his Sureties not objecting thereto.

5470 Leonard E. Bellis
vs
Delmore McNiel et al

Now comes the plaintiff and dismisses this action at his own cost without prejudice to a future action. It is therefore ordered that the plaintiff pay the cost herein taxed at $ and execution is awarded therefor.

Thereupon Court adjourned to meet Monday March 19th 1888 at one o'clock P.M.

A H Mowrey et al.
Trustees
vs
5492. Edward Fleck et al

Entry as of March 7th 1888. Feby Term 1888
See page 425

And now comes said said plaintiffs as Trustees &c and the said defendant Edward Fleck having failed to demur, or answer to the petition of the said plaintiffs, the same is taken therefore to be true, and it is considered that the said plaintiffs as said trustees ought to recover the said Sum of $89.56 so demanded in his petition. being the amount remaining due after deducting payment of $125.00 Shown on appearance docket and 8% interest on said amount from Feb 27th 1888

It is therefore considered that said plaintiffs as such trustees, recover against the said defendant Edward Fleck the sum of $89.56 together with their costs in and about their suit expended taxed at $7.10.

It is further ordered and adjudged and decreed that unless said defendants Edward Fleck and Elice Fleck pay the above Judgment of $89.56 within 10 day from the entry of this decree an order of Sale be issued to the Sheriff of Union County Ohio Commanding to appraise advertise and Sell said premises as described in plaintiffs petition as upon execution and bring the proceeds into court for further order.

Monday, March 19th 1888.

Court convened at one oclock, P.M. today pursuant to adjournment
The same officers being present as on saturday;

5423. J W Robinson vs Malon Burris Et.al } Court of common pleas, Union County
Now on this day of 1888. Came the
parties by their attorneys, and the court having
heard the evidence and argument of counsel and being fully ad-
vised in the premises, do find and decree, that there is due on the
first three causes of action in the cross petition of Joseph W Cummings
on the first day of the present term of this court, to defendant Joseph
W Cummings, Trustee of Smith Giddings and Co. from Malon
Burris and Eva Burris the sum of ten hundred and seventy one dollars
together with the interest on said amount, from the first day of April 1884
amounting to $246. for which amount of $1317 dollars Judgment is hereby
rendered against said Malon Burris and Eva W. Burris, and in favor of
said Joseph W. Cummings, Trustee as aforesaid.

And the court further finds that the Mortgage set forth in said
defendant Cummings fifth cause of action was given to secure the notes,
among others, mentioned in the first, 2d and 3d cause of action, and
that the conditions of said Mortgage have been broken and that
said Mortgage is the best lien on the land therein described. It is
therefore ordered and decreed that said Mortgage be foreclosed, and
unless said Malon Burris, and Eva W Burris, pay said Judgment
within two days from the date of said decree, an order of Sale issue to
the Sheriff of said County, ordering him to advertise and Sell, according to
law the lands described in said Mortgage, And to apply the proceeds
of said Sale, first to the payment of and to taxes, second to the payment
of the costs, and third to the payment of said Judgment, and the
interest thereon from Febry 27th 1888, and that he bring the Surplus
into court to abide the further order of the court. And this cause as to
the notes not due, described in said defendants Cummings forth cause
of action, and the plaintiffs cause of action is Continued

5227 M. W. Herring }
vs }
C. Hutchinson & Co }

This day this cause came on to be heard upon the Motion of
plaintiff to dismiss the appeal herein and was argued by counsel
On consideration whereof and the court being fully advised in the premises
finds that said motion is well taken and the said appeal is dismissed
at costs of defendant.

C. Aultman & Co
5433 vs
H. M. Haines

This day this cause came on to be heard upon the petition in error and was argued by Counsel, in consideration whereof and the court being fully advised in the premises finds that there is error in the proceedings had before said justice to the prejudice of the said plaintiff in error. It is therefore considered and adjudged that the judgment of the said justice of the peace be reversed and the said case is set down for trial in this court and the said defendant in error is given leave to file a petition instanter and the plaintiff in error has leave to plead thereto until Saturday the 24th of March 1888.

Pross Leonard
5434 vs
[illegible] Hall et al

The appearance of the defendants is hereby entered and this cause is continued with leave to defendants to answer by May 1st 1888.

R. Woolitger & Bro
5445 vs
Leroy Decker

Now came the parties herein by their attorneys: also came the following named persons as jurors to wit: Robert Elliott, Wm McNamara, Simon Lemon, Martin Reich, Howard Miller, Joseph Ohara, J. D. Berther, Edward Detwiler, Harrison Bowsher, Philip Bausch, W. J. Bowman and Calvin Liggett, who were duly impaneled and sworn according to law. And thereupon after hearing the evidence, argument and charge of the court the jury retired to their room in charge of the Sheriff for deliberation. And now came the said jury into open court with their verdict in writing signed by their foreman and say: We the jury being duly impaneled and sworn find the issues in this case in favor of the defendant and we find that at the time of the commencement of this action the defendant had the right of property in and the right of possession of the property described in the petition.

Calvin Liggett. Foreman.

George M. Rickard
5071 vs
Uriah Cahill & others

This day this cause came on to be heard and upon the application of the defendant D. B. Seyfried and others for that purpose and with the consent of the plaintiff and the other defendants the court does hereby appoint one William C. Rowe of Circleville and State of Ohio as a competent and disinterested surveyor to go upon the premises and survey the lands mentioned and described in the plaintiffs petition and to run any and all lines, make all measurements and block any and all trees that will in the opinion of either of the parties hereto or us or their attorneys throw any light upon the question in controversy in this action. And the court does hereby order authorize and empower said surveyor to go upon any premises.

necessary to make any and all surveys and measurements and also to Block any and all trees that will in the opinion of the parties hereto or their attorneys throw any light upon the question in controversy herein, so as to enable said surveyor to make an accurate plat of said premises mentioned and described in said petition showing as clearly as possible where and in what position the said premises lays with reference to the county line between the counties of Madison and Union in the State of Ohio. Said surveyor is hereby ordered to preserve and bring into this court all blocks taken from trees that will throw any light upon the location of said county line and make an accurate drawing or plat of said land so surveyed by him together with all lines run and measurements made by him and make a full and complete report of all his doings and proceedings had in accordance with this order to this court by the next term thereof. The place of meeting preparatory to going on to make said survey shall be at the Village of Plain City Madison County Ohio at least three times before going out upon said premises to begin said survey. And the time to begin said survey may be by either party designated upon notice to the other parties and said surveyor at least ten days before so meeting at Plain City as aforesaid. 747 748

It is further ordered that the Clerk of this Court forward a certified copy of this order to said William C. Rowe at Circleville Ohio forthwith and that surveyor shall give the attorneys in this action, to-wit; J. B. Hulton, Brodrick & McCampbell and J. W. Robinson of Marysville Ohio, J. F. Locke and McCloud & Converse of London Ohio at least ten days notice of the time he will be at Plain City and preparatory to making said survey as aforesaid.

It is further ordered that said surveyor make two copies of said plats for the use of the parties to this action. 749

It is further ordered that a certified copy of the record of the line run by Levi Phelps in 1820 and adopted by the Legislature of the State of Ohio in 1828 be also sent to said William C. Rowe at the same time that a certified copy of this journal entry is sent and the costs thereof to be a part of the costs of this case.

State of Ohio }
vs } Unlawfully Selling Liquors to Minors
Frank Hopkins }

703 762

This day came the prosecuting attorney and the defendant appearing in person in open court, and the indictment being read to him by the Clerk, and was asked how in the premises he would acquit himself, for plea says: that he is "guilty" in manner and form as he stands charged in said indictment; Thereupon after being fully advised in the premises, it is ordered and adjudged by the court that the said Frank Hopkins pay a fine of Twenty Five dollars and be imprisoned in the jail of Union County for the term of Five days and that he pay the costs of this prosecution, for which execution is awarded, and that he stand committed to the jail of said County until said fine and costs are paid. 763

747 The State of Ohio } Indictment for Assault & Battery
vs }
John Cunningham }

This day came the Prosecuting attorney and the defendant to be present in person in open Court- and the reading of the indictment by the Clerk being waived and read asked how in the premises he would acquit himself for plea Says he is Not Guilty in manner and form as he stands charged in said indictment and said cause was passed until the 28th day of March 1888

748 State of Ohio } Indictment for Assault & Battery
vs }
John Cunningham }

This day came the Prosecuting attorney and the defendant appearing in person in open Court- and the reading of the indictment by the Clerk being waived and asked how in the premises he would acquit himself for plea Says he is Not Guilty in manner as he stands charged in said indictment- and said cause was passed until the 28th day of March 1888 for Justice.

749 State of Ohio } Indictment for Assault & Battery
vs }
Thomas Coward }

This day came the Prosecuting Attorney and Thomas Dillon Esqr Attorney for the defendant- waived the reading of the indictment by the Clerk was entered for the defendant- the plea of Not Guilty and said cause was passed until the 28th day of March 1888 for trial.

762 State of Ohio } Indictment for permitting Horses to stray Loose
vs }
John Bechtol }

This day came the Prosecuting Attorney and the defendant appearing in person in open court- and the indictment being read to him by the Clerk and was asked how in the premises he would acquit himself for plea Says he is Guilty in manner and form as he stands charged in said indictment and said cause was passed until the 28th day of March 1888 for Justice.

763 State of Ohio } Indictment for Selling Liquor on Sunday
vs }
John Bechtol }

This day came the Prosecuting Attorney and the defendant appearing in person in open court- and the indictment being read to him by the Clerk was asked how in the premises he would acquit himself for plea Says he is Guilty in manner and form as he stands charged in said indictment and said cause was passed until the 28th day of March 1888 for Sentence.

State of Ohio
vs } Indictment for Selling Liquor on Sunday.
John Richter

564. This day came the Prosecuting Attorney and the defendant appearing in person in open court and the indictment being read to him by the clerk and was asked how in the premises he would acquit himself, for plea says: that he is guilty in manner and form as he stands charged in said indictment, and said cause is passed until the 28 day of March 1888 for sentence. $5.11

Bank of Richwood
vs
Craig & Arnsberger &c
O. F. Barnes

25.3 This day came the plaintiffs by S. L. Gardiner attorney, also appeared in open court for and on behalf of said defendants R. L. Woodburn an attorney at law of this court and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause shown to have been duly executed by said defendants entered the appearance of said defendants and waived the issuing and service of process in this action and confessed a judgment on said note against said defendants and in favor of said plaintiffs for Six hundred and thirty four dollars and seventy five cents being the amount of the principal and interest due on said note and for the cost taxed and to be taxed and released and waived all exceptions, errors and right of appeal in the premises. $5.10

It is therefore considered that said plaintiffs recover of said defendants the sum of Six hundred and thirty four dollars and seventy five cents being the amount of said note with interest computed at 8 per cent per annum from the 19 day of March A. D. 88 and also costs herein expended taxed at $

Bank of Richwood
vs
J. E. Trint
A. Davis & Anna Davis

$5.12 This day came the plaintiff by S. L. Gardiner attorney: also appeared in open court for and on behalf of said defendants R. L. Woodburn an attorney at law of this court and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause shown to have been duly executed by said defendants entered the appearance of said defendants and waived the issuing and service of process in this action and confessed a judgment on said note against said defendants and in favor of said plaintiff for $158.95 being the amount of the principal and interest due on said note and for the costs taxed and to be taxed, and released and waived all exceptions errors and right of appeal in the premises.

It is therefore considered that said plaintiffs recover of said defendants the sum of $158.95 being the amount of said note with interest computed at 8 per cent per annum from the 19th day of March 1888 and also their costs herein expended taxed at $.

5511 James Carter
vs
J. W. Tobey Sr.
J. W. Tracey

This day came the plaintiff by S. S. Gardiner attorney, also appeared in open court for and on behalf of said defendants R. L. McElhinney an attorney at law of this court and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause shown to have been duly executed by said defendants entered the appearance of said defendants and waived the issuing and service of process in this action and confessed a judgment on said note against said defendants and in favor of said plaintiff for one hundred sixty one & 38/100 dollars being the amount of principal and interest due on said note and the cost taxed and to be taxed and released all errors exceptions and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants the sum of $161.38 being the amount of said note with interest computed at 8 per cent per annum from the 10th day of March 1888, and also his costs herein expended taxed at $

5510 Fleck & Chapman
vs
Samuel Bowdrie

This day came the plaintiff by J. W. Kennedy his attorney and thereupon came A. H. Houlderoft one of the attorneys of record of this court who by virtue of a warrant of attorney duly executed and now produced in open court and duly proven waived the issuing and service of process herein and entered an appearance of said defendant herein and by virtue of the same warrant of attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the sum of $203.46. It is therefore considered that said plaintiffs do recover of said defendant the said sum of $203.46 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released and all right of appeal and all right to file a petition in error are waived.

Thereupon Court adjourned until tomorrow morning at 8 O'clock.

Tuesday March 20th A.D. 1888.

Court convened this morning at Nine o'clock pursuant to adjournment. the same officers being present as on yesterday. 5461

Abram Sharp
vs
5405 Edward A. Goff
Emily L. Goff &
Nora E. Goff

This day came the plaintiff and the defendants still failing to appear and not desiring to plead this cause was submitted to the court, the plaintiff waiving a jury. Whereupon the court being fully advised in the premises do find the allegations of the petition to be true and that there is due to the plaintiff from Edward A Goff on said Notes in the petition described the Sum of Eighteen hundred and thirty seven dollars.

It is therefore ordered and adjudged by the court that plaintiff recover of the defendant said Sum $1837.00 with interest on $1308.00 at 8 per cent and at 6 per cent on the balance from the 1st Day of March together with costs of suit taxed at $. 5496

And the court further consider order and adjudge that unless said defendants within five days pay said Judgment that an order of sale issue to the Sheriff commanding him to appraise advertise and sell the land in said petition described to satisfy said claim secured by mortgage as alleged in said plaintiffs petition and report his proceedings herein according to law.

Lester Clarke 5353
vs
5473 L. F. Carpenter

This day this cause came on for hearing on the application and motion of the plaintiff for a continuance and the same was argued by counsel and submitted to the court. on consideration whereof the court do sustain said Motion Thereupon said cause is continued to the next term hereof with leave to the plaintiff to reply within twenty days from this date.

John Randall 5497
vs
Bonner and Beatty

This day this cause came on to be heard on the demurrer of the defendants herein to the petition of the plaintiff was argued by counsel and submitted to the court on consideration whereof the court sustain said demurrer and the plaintiff not desiring to plead further the action of the plaintiff herein is dismissed.

5461 Lessie M. Loewine } In Eq
vs
Simeon Childs

Now came the parties herein by their attorneys; also came the following named persons as jurors, to-wit; Robert Elliott. William McManness. Thomas Connor. Edward Weber Joseph Riara. J.D. Mather, Edward Dilsaver. Harrison Longberry. Philip Rausch. W.P. Brannan. Calvin Liggett and James Cameron. who were duly impaneled and sworn according to law; and the said jury having heard the evidence, the argument and charge of the court, retired to their room in charge of the Sheriff for deliberation. And now come the said jury into open court with their verdict in writing signed by their foreman, and say; We the jury, being impaneled and sworn, find the issues in this in the favor of the defendant Simeon Childs.

5496 Alexander Freshwater et al } In Eq
vs
David B. Freshwater et al

This day came the parties and submitted this cause to the court on the motion to confirm the report of the Sheriff and Commissioners in partition. Whereupon the court confirm said report and further hereby decree in said said Lots at the appraisement, it is ordered by the court that said Lots be sold according to law and that an order of Sale issue to the Sheriff to advertise and sell the said Lots as the property of the said David B. Freshwater deceased and report his Sales at his earliest opportunity.

5353 Orson Smith } Divorce
vs
Ann Eliza Smith

This day came the parties in person and by their attorneys and submitted this cause to court on pleadings and evidence. Whereupon the court being well advised in the premises do not find the charges of the petition sufficiently sustained by the evidence, and therefore this cause is dismissed by the court at plaintiffs cost. Thereupon it is considered ordered and adjudged by the court that defendant recover of plaintiff his costs herein expended taxed $5.

5497. A H Mowrey et al, Trustees. } In Eq
vs
Edward Flick et al

See page 417.

Further hearing adjourned until the next term of Court.

Wednesday March 21st A. D. 1888

Court convened at Nine OClock this Morning pursuant to adjournment the same officers being present as on yesterday.

5283

The [illegible] Bank
vs
[illegible]

This day this cause came on to be further heard upon the motion to enter Judgment on the verdict of the jury. Whereupon the court sustain said motion and it is considered ordered and adjudged by the court that the plaintiff recover of the defendant the sum of Two hundred and thirty one dollars and Sixty four cents found due by the verdict of the jury and their costs herein expended taxed to $

5486 Daniel C. Belville
vs
Emanuel Jarvis
5384

This day this cause is continued on the affidavit of the plaintiff by reason of absence of witnesses and at plaintiffs costs.
It is therefore considered and adjudged by the court that the plaintiff pay the costs of this term in this case.

5326 D. [illegible]
vs
Dwelling House Ins Co
5385

This day came on this cause to be heard on the demurrer of defendant to the 2nd amended reply of the plaintiff. Whereupon the court being fully advised in the premises do consider order and adjudge that said demurrer be and the same is overruled. To which ruling of the court the defendant excepts. Whereupon on the application of the defendant this cause is continued.

5452 The State of Ohio
vs
Daniel Beighler
5475

This day came the parties and their attorneys and the said defendant Daniel Beighler being called to answer entered a plea of not guilty to being the father of said bastard child. Thereupon the said parties by consent waived the calling and impaneling of a jury and submitted this cause to the court upon the issues joined together with the pleadings and evidence and the court being fully advised in the premises does find that said defendant is not guilty and that he is not the father of said bastard child. Whereupon the court discharges said defendant and he is permitted to go hence without day.

The State of Ohio for the use of Union Co }
5283 vs }
J. J. Turner et al }

This day this cause came on for hearing and thereupon came all parties hereto by their attorneys and compromised this action by an agreement that said plaintiff recover of said defendants the sum of one hundred dollars with their costs herein expended.

It is therefore considered, ordered and adjudged by the court that said plaintiff do recover of the said defendants J. J. Turner as principal and [illegible] as sureties the sum of one hundred dollars together with its costs herein expended taxed to $ and execution is awarded therefor.

Elizabeth Peacock }
5384 vs } In Divorce
Thomas Peacock }

This day this cause came on to be heard upon the petition of plaintiff the answer of defendant and the evidence in consideration whereof the court find that the grounds stated in plaintiffs petition for a divorce are not sustained, and thereupon said petition is dismissed with cost. It is therefore considered that the defendant recover of the plaintiff his cost herein expended taxed at $

Mariah Mahaffy }
5385 vs }
James S. Mahaffy }

This day this cause came on again to be heard upon the verdict in this case and there being no motion for a new trial filed by defendant within the time required by law it is considered and adjudged that the plaintiff recover of the defendant said sum of Five hundred and twenty six & 80/100 dollars so found to be due by the verdict aforesaid and also her costs in this behalf expended taxed at $

S. W. Dolbear }
5475 vs }
J. M. McElroy }

Now came the parties herein by their attorneys; also came the following named persons as jurors, to-wit: Robert Elliott, William McManus, James [illegible] Edward Dilsaver, J. D. Mather, Harrison Longbery, Philip Rausch, William [illegible] Calvin Liggett Martin Eirich, John Shirk and Saul Frank who were impaneled and sworn according to law. And thereupon the jury having heard the evidence, argument and charge of the court retired to their room in charge of the Sheriff for deliberation. And now came said jury with their verdict in writing signed by their foreman and say, We the jury being duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the amount due the plaintiff from the defendant J. M. McElroy at the sum of $ 45.23

Calvin Liggett Foreman

William Diehl
vs
5478 Dolbeer & Freeman

Now come the parties herein by their attorneys, also came the following named persons as jurors to-wit: William McDermis, John Emerson, Edward L. Dilsaver, C. D. Mathew, Harrison Forsberg, Philip Baugh, William J. [illegible] Calvin Leight [illegible] Saul Frank, Saul Betz, John [illegible] Howard [illegible] twelve good men who were duly empanelled and sworn according to law. And the said jury having heard the testimony in said cause was continued until tomorrow morning at 8½ o'clock.

Charles McCune
5500. vs
Henry Caline
Amanda Simpson &
Rosanna Caline.

Friday March 30th 1888.

This cause coming on for hearing on the petition of the plaintiff and the evidence the court find that the defendants, Henry Caline, Amanda Simpson, and Rosanna Caline have been duly served with summons, in this case, and that they are in default for answer, and demurrer, and that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiff from the defendants, Henry Caline, Amanda Simpson and Rosanna Caline on the promissory note set forth in the petition with interest to the first day of this term, the sum of \$ 108 72/100.

The court further find that in order to secure the payment of said notes, the defendants Henry Caline, Amanda Simpson and Rosanna Caline, executed and delivered to said Charles McCune the plaintiff their certain mortgage, as in the petition described, that said mortgage was duly recorded in Book 22 page 410 of the record of Mortgages of Union County and is a good and valid first lien on the premises described in the petition and that the conditions in said Mortgage have been broken

It is therefore considered by the court, that the plaintiff recover from the defendants the said sum of \$108 72/100 and his costs herein expended and it is further adjudged and decreed that the defendants Henry Caline, Amanda Simpson and Rosanna Caline shall within ten days from the entry of this decree, pay or cause to be paid to the clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the 27th day of February 1888, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution, and to report his proceedings to this court for further order, — Leave is also given the Infirmary Directors Union County Ohio to file answer and cross petition,

Thursday, March 22nd A.D. 883.

Court Convened at 8½ o'clock this morning pursuant to adjournment the Hon. Judge presiding being present as on yesterday.

5515 Fleck and Chapman vs P. L. Lightner

This day came the plaintiffs by P.E. Kerr their attorney and filed their petition against said defendant, and thereupon came J.W. Robinson an attorney-at-law of this court, by virtue of a warrant of attorney for that purpose, duly executed by said defendant now produced in open court proven shown to the court, and filed with the Clerk thereof, appeared in open court in behalf of the said defendant waived the issuing and service of process entered the appearance of said defendant, herein and acknowledging that said defendant did owe and was indebted unto the plaintiffs as they have in their petition alleged by virtue of said warrant of attorney confessed that there was due from said defendant to said plaintiffs on said indebtedness the sum of One hundred and twenty Eight dollars, bearing interest at 8% per annum, and that said plaintiffs ought to recover of said defendant a judgment for the sum. It is therefore considered by the court here that the said Fleck & Chapman plaintiffs do recover of the said P. L. Lightner defendant the sum of $128.00 so confessed, as aforesaid, with interest from this date at 8% per annum, and also costs in their behalf expended taxed to $ and by virtue of said warrant of attorney all Errors in this action, Judgment and proceedings and all proceedings, petition and writ of Error thereon are by said defendant waived and released.

5478 William Dehe vs Dolbear & Vanderau

This day again came the said parties by their attorneys and also came the jury heretofore Impaneled and Sworn and the trial proceeded, And the said jury having heard the remaining testimony the argument and Charge of the court retired to their room in charge of the Sheriff for deliberation, And now come the said jury into open court with their verdict in writing, Signed by their foreman and say: We the jury being duly impaneled and Sworn find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendants Dolbear & Vanderau at the sum of $ 174.0 Calvin Liggett foreman.

Thursday March 22d A. D. 1888

Walter R. Sutton
vs
James M. Deshazer et al

8786

5477

This cause now coming on for hearing was submitted to the court on the pleadings and the evidence. And on consideration thereof the court finds that the defendants James M. Deshazer and Mary E. Deshazer have been duly served with Summons in this case and that they are in default for answer and demurrer and that the allegations of the petition of plaintiff and the answer and cross petition of defendant Burnside are confessed by them to be true. And that there is due the plaintiff from the defendant James M. Deshazer on the promissory note set forth in the petition the sum of $ 9[illegible] with interest to the date of this decree at 6% from April 4th 1888. That there is due from the defendant James M. Deshazer to his co defendant Alexander Burnside on the Note set out in his answer and cross petition the sum of $ 500.00 with six percent interest from Sept 4th. 1885 to the date of this decree The court further finds that in order to secure the payment of said note the defendants James M Deshazer and Mary E. Deshazer his wife Executed and delivered to C. M. Topp their certain Mortgage as in the petition described and on the premises therein described, that said Mortgage was duly recorded in Book 27 Page 375 of Mortgage records of Fannin County Ohio and is a good and valid lien on the premises described in the petition and the conditions of said Mortgage have been broken.

It is therefore considered by the court that the plaintiff recover of the defendant James M Deshazer the said sum of $ 9[illegible] with Interest at 6% from Sept 4th 1885 to wit: the sum of $ and his costs herein taxed at $ 5363

That there is due the defendant Alexander Burnside from his codefendant James M. Deshazer on the note set out in his answer and cross petition the sum of $500. with 6% interest from Sept 4th 1885 and his costs herein taxed at $ -

And it is further adjudged and decreed that unless the defendant James M. Deshazer shall within "five" days from the entry of this decree pay or cause to be paid to the clerk of this court the costs of this case and to the plaintiff herein the sum so found due as aforesaid to wit: the sum of $ 9[illegible].00 with 6% interest from Sept 4th 1885 and to the defendant Alexander Burnside the amount so found due him as aforesaid, to wit; the sum of $500.00 with 6% interest from Sept 4th 1885. The defendants Equity of Redemption be foreclosed and said premises be sold and that an order of Sale issue to the Sheriff of said County of Fannin directing him to appraise, advertise and Sell said premises as upon Execution and report his proceedings to this court for further order,

5477 Lefia Mayo } vs } Divorce James Mayo }

This day this cause came on for hearing upon the petition of the plaintiff the defendant being in default for answer or demurrer and the court being fully advised in the premises do find.

1st That the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and has at this time a bona fide residence of this county and that the parties hereto were married as stated in the petition

2d The court further find upon the evidence addduced that the defendant has been guilty of wilful absence and gross neglect of duty for more than three years next preceding the filing her said petition and that therefore the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Lefia Mayo and James Mayo be and the same is hereby dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody care and control and Education of Jessi Mayo only Child of said parties be confided to said plaintiff exclusively and it is further ordered that the defendant be allowed to visit said child at all proper times

It is further ordered and adjudged that the plaintiff recover of the defendant her costs herein expended taxed to $

5363 Thomas Peacock } vs } Elizabeth Peacock } Alphonzo Marks et al } Celia Gibson }

This cause came on this day for hearing was submitted to the court upon the pleadings and the evidence and on consideration thereof the court find on the issues joined for the defendants

It is therefore considered by the court that the defendants Elizabeth Peacock Alphonzo Marks et al Celia Gibson go hence without day and recover of the ~~plaintiff~~ their costs herein expended.

And thereupon the plaintiff gave notice of his intention to appeal this cause to the Circuit Court and the court fix the amount of the appeal Bond at $100.00.

Thereupon court adjourned until Wednesday March 28th 1888 at Nine o'clock A. M.

Supreme Court of the State of Ohio.

The State of Ohio. City of Columbus.

January Term A.D. 1888

James Sweeney et al
vs
The Commissioners of Union County } Error to the Circuit Court of Union County.

5447

This Cause came on to be heard upon the Transcript of the record of the Circuit Court of Union County and was argued by Counsel, On Consideration Whereof it is ordered and adjudged by this Court that the judgment of the said Circuit Court be and the same is hereby affirmed. and it appearing to the Court that there were reasonable grounds for this proceeding in Error. it is ordered that no penalty be assessed herein.

It is further Ordered that the defendants in error recover from the plaintiffs in Error their costs herein expended taxed at $

Ordered that a Special Mandate be Sent to the Court of Common Pleas of Union County. to Carry this Judgment into Execution.

Ordered That a copy of this Entry be certified to the Clerk of the Circuit of Union County. "for Entry."

I Urban H Hester Clerk of the Supreme Court of Ohio do hereby Certify that the foregoing Entry is truly taken and correctly copied from the journal of said Court Witness My hand and the Seal of said court this 22nd day of March A.D. 1888.

Seal

Urban H Hester Clerk
By Horace M. Brown. Deputy.

State of Ohio
City of Columbus } Supreme Court of Ohio

To the Honorable Court of Common Pleas. Within and for the County of Union Ohio. Greeting.

We do hereby command you. that you proceed. Without unnecessary delay. to carry the within and foregoing Judgment of our Supreme Court of Ohio. in the cause of

James Sweeney et al vs The Commissioners of Union County

Ins Execution. the petition in Error herein and heretofore granted to the contrary notwithstanding

Witness Urban H. Hester Clerk of our Supreme Court of Ohio at Columbus ~~Ohio~~ this 22nd day of March 1888

Urban H. Hester Clerk
By Horace M Brown Deputy

Clerks cost $5.00 Paid by T. E. Powell.

5445

Wednesday. March 28th A. D. 1888.

Court convened this morning at Nine o'clock pursuant to adjournment - the same officers being present - as on last adjournment -

5447 John R. Saylor
vs
Samuel B. Robinson et-als

And now this cause came on to be heard on the petition and answer of John R. Robinson and the evidence. The court find that all of the defendants have had due legal notice of the pendancy and demand of said petition and that with the exception of above named they are in default for answer thereto.

Thereupon the Court further find that the plaintiff is the duly appointed and qualified guardian of Susanah Robinson and that She and the defendant hereinafter to be named are tenants in common in the estate described in the petition; and that Said Susanah Robinson is the widow of James Robinson deceased, and that Samuel B. Robinson is the only Surviving heir of Said James Robinson deceased and the Said Susanah Robinson.

That the Said Samuel B. Robinson has a legal right to three Sevenths (3/7) of Said estate Subject to the dower of Said Susanah Robinson as widow of James Robinson deceased And that Susanah Robinson is the owner of in fee and has a legal right to the four Sevenths (4/7) part thereof.

It is therefore ordered, adjudged and decreed that partition of Said estate be made, and that dower therein be assigned in three Sevenths thereof to Said Susanah Robinson, and J. B. Galloway, J. P. Adams and George Harris three Judicious and disinterested freeholders of the vicinity are hereby appointed commissioners to make and Set off the Same,

And it is ordered that if Said estate is entire and cannot be Set off by metes and bounds the dower of the Said Susanah Robinson in the three Sevenths (3/7) thereof be assigned as of a third part of the rents, issues and profits thereof, and that Said estate be appraised Subject to Such dower interest.

And it is ordered that a writ issue to the Sheriff of Huron County Ohio. Commanding him that by the oaths of the commissioners above named he cause to be Set off and divided to Each of the above named parties the part and proportion of Said estate which they are hereinbefore Severally found entitled. and also cause to be Set off and assigned in manner as above ordered, the dower of the Said Susanah Robinson And of his proceedings herein the Said Sheriff is ordered to make due return. ~~Notice of appeal by John Robinson defendant bond $500.~~

5448 R. Wurtlitger & Bro
vs
Leroy Decker

This day came on this cause to be heard on the Motion to Enter judgment on the verdict. Whereupon the court being fully advised in the premises do Sustain Said Motion. Thereupon it is considered, ordered and adjudged by the court that the defendant retain the possession and ownership of Said piano and recover of the plaintiff his costs herein expended taxed at $8

756 The State of Ohio } Indictment for Assault and Battery
vs }
Otis Price }

Now comes the Prosecuting Attorney on behalf of the State of Ohio and the defendant being brought into Court in custody of the Sheriff and arraigned upon said indictment for plea thereto Saith he is "guilty" Thereupon after hearing testimony, and being fully advised in the premises, it is ordered and adjudged by the Court that the said Otis Price pay a fine of Ten dollars and the cost of this prosecution and that he Stand Committed to the jail of Union County until the amount of said fine and costs Shall be paid.

762

755 The State of Ohio } Indictment for carrying Concealed Weapons.
vs }
Otis Price }

763

Now comes the prosecuting attorney on behalf of the State of Ohio and the defendant being brought into court in custody of the Sheriff, waived the arraignment and reading of the indictment and Entered a plea of "Not Guilty" Thereupon this cause was Continued to the next term and the court fixed the amount of the Recognizance at $100.00 which was given. W. E. Stamates and Uriah Cahill Sureties.

764 State of Ohio } Indictment for Selling Liquor on Sunday
vs }
John Richter }

The defendant herein having on a former day of this term Entered a plea of guilty to the charge of the indictment in this case, was this day brought into Court in custody of the Sheriff, and the Court being fully advised in the premises, and the defendant being enquired of if he had anything to Say why Judgment Should not be pronounced against him and Showing Nothing but what he as already Said.

747

It is therefore Considered and adjudged by the court that the defendant John Richter pay a fine of $20.00 and the costs of this prosecution and that he Stand Committed to the jail of Union County until the amount of said fine and costs Shall be paid.

765 State of Ohio } Cause Continued
vs }
John Richter }

5461

766 State of Ohio } Cause Continued
vs }
John Richter }

762 State of Ohio vs John Richter } Indictment-for permitting Minors to play Pool

The defendant-herein having on a former day of this term entered a plea of "guilty" to the charge of the indictment-in this case, was this day brought-into court-in custody of the Sheriff and the court being fully advised in the premises and said defendant-being inquired of if he had anything to say why judgment-should not-be pronounced against-him; and having nothing further-what-he hath already said,

It-is therefore considered and adjudged by the court-that-the said defendant-John Richter pay a fine of $20.00 and the costs of this action and execution is awarded.

763 State of Ohio vs John Richter } Indictment-for Selling Liquor on Sunday.

The defendant-herein having on a former day of this term entered a plea of guilty to the charge of the indictment-in this case was this day brought-into court-in custody of the Sheriff and the court-being fully advised in the premises, and the said defendant being inquired of if he had anything to say why judgment-should not-be pronounced against-him; and having nothing further-what-he hath already said,

It-is therefore considered and adjudged by the court that-the said defendant-John Richter pay a fine of Twenty dollars and the costs of this prosecution, and that-he Stand committed to the jail of Union County until the amount-of said fine and costs shall be paid.

747 The State of Ohio vs John Cunningham } Indictment-for "Assault and Battery"

Now came the prosecuting attorney on behalf-of the State of Ohio, and the defendant-with his counsel; also came the following named persons as jurors, to-Wit; Robert Elliott, Thomas Connor, James Cameron, Martin Dirick James Shirk, Joseph Ohara, Salem Pearce, Joseph Parthemor Philip Rausch, William McManmis, Calvin Liggett and John Neely who were duly impaneled and Sworn according to law, and the jury having heard the testimony adduced in part-said cause was continued until to-morrow morning at 9 O'clock.

5461 Lewis McCormis vs Simeon Childs } This cause coming on for hearing, on motion of the plaintiff to set-aside the verdict, and for a new trial herein, the Court-on consideration thereof overrules the same, — It is therefore considered by the Court-that the defendant-go hence without day, and recover from the said plaintiff the costs herein. Plaintiff is hereby granted 30 days from the rising of the Court-for bill of exceptions.

Thereupon Court adjourned till 9 o'clock tomorrow morning

Thursday March 29th A. D. 1888.

Court met at Nine oclock this Morning pursuant to adjournment: the same officers being present as on yesterday.

7H7 The State of Ohio vs John Cunningham } Indictment for Assault & Battery.

This day again came the prosecuting attorney on behalf of the State of Ohio and the defendant with his Counsel; also came the jury heretofore impaneled and Sworn. And the said jury having heard the testimony adduced and charge of the Court: after deliberation thereon returned the following Verdict,- to-wit; We the jury in this case, find the defendant- John Cunningham, Guilty, in Manner and Form as he Stands charged in the Indictment.

Calvin Liggett, Foreman

4909 Valentine Love vs William Graham }

This cause is this day dismissed by the plaintiff, and the Court being advised in the premises, It is ordered and adjudged that the plaintiff pay the cost of this proceeding taxed at -$ and as finial Record to be made.

5490 Lincoln E. Thomas vs James M. Kersey et al }

This day this cause came on to be heard upon Motion for Judgment and decree upon the petition of the plaintiff, and the defendants having failed to answer or demur to plaintiffs petition and the court being fully advised in the premises, find the plaintiff is entitled to decree of foreclosure of Mortgage as claimed in his petition and that there is due thereon the Sum of $ 83.85- and it is further ordered that said Mortgage described in said petition be, and the same is hereby foreclosed. And it is further ordered unless the defendant pay said Sum of $83.85- and the costs herein taxed at $ within five days from this date that an order of Sale be issued by the Clerk of this court directed to the Sheriff of said county of Union Commanding him to appraise advertise and Sell the lands described in said ~~petition~~ Mortgage according to law and bring the proceeds thereof into court for further orders.

749

5498

749 State of Ohio vs Thomas Powers } Assault and Battery.

Now came the prosecuting attorney on behalf of the State of Ohio and the defendant with his counsel, also came the the following named persons as jurors. to-wit:- Robert E Elliott William McManmis, James Cameron, Martin Eirick, Joseph Ohara, Philip Rausch Calvin Liggett, Joseph Parthemor, John Shirk, John Nicely Salem Pearse and William Brannan. who were duly impaneled and Sworn according to law, and the jury having heard the evidence adduced said cause was continued until to morrow morning at 9 oclock.

5498 Lucy Ihny vs Elizabeth Haines, et al } This cause now coming on for hearing, was was submitted to the Court on the petition of the plaintiff (the defendants being in default for answer or other pleading) and the evidence; On Consideration thereof the Court found for the plaintiff, and that there is due the plaintiff Elizabeth Haines and W P Haines, on the promissory note Set forth in the petition with interest at 8% to the first day of this term $217.20

And that P. C. Adams purchased the premises described in said petition after the Execution of said Mortgage, and subject to the Conditions contained therein ——— The Court further find that in order to secure the payment of said notes. The defendants, Elizabeth Haines and W P Haines her husband Executed and delivered to said Lucy Ihny, the plaintiff their certain Mortgage as in the petition described that said Mortgage was duly recorded in Book ___ Page ___ of the record of Mortgages of Huron County Ohio, and is a good and valid first lien on the premises described in the petition, and that the conditions in said Mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendants the said Sum of $217.20 with 8% interest from March 29th /88 and her costs herein expended, and it is further adjudged, and decreed that unless the defendant Elizabeth Haines or W P Haines shall within 5 days from the entry of this decree, pay or cause to be paid to the clerk of this Court, the costs of this case, and to the plaintiff herein the Sum so found due as aforesaid, with interest at 8% from the 29th day of March 1888, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of Sale issue therefor to the Sheriff of Huron County directing him to appraise, advertise and Sell said premises as upon execution, and report his proceeding to this Court for further orders.

Thereupon Court adjourned until 9 oclock tomorrow Morning.

Friday March 30th A. D. 1888.

Court convened this Morning at 9 Oclock pursuant to adjournment the same officers being present as on yesterday

5427 J. W. Robinson vs Malin Burris Eva Burris and J. W. Cummings admr

This day this cause came on to be heard on the Motion of the plaintiff and J. W. Cummings to appoint Receiver of the land in said petition described because the same is not sufficient to pay the plaintiffs claim and said other heirs Whereupon the court being fully advised in the premises do find that said Malin Burris and Eva Burris are insolvent and that said lands are not sufficient to pay said heirs on said land.

Therefore it is ordered and decreed that Marion Hopkins be and he is appointed Receiver to take possession of said land and Rent the same until the same can be Sold under the decree of this court rendered in said cause.

5473

5552

749 State of Ohio vs Thomas Bowers } Indictment for Assault and Battery.

This day again came the Prosecuting attorney on behalf of the of Ohio, and the defendant with his counsel; also came the jury heretofore impaneled and Sworn, and the said jury having heard the arguments of Counsel and charge of the court, retired to their room for deliberation and after deliberation thereon returned the following Verdict to-wit;
"We the jury in this case find the defendant Thomas Bowers Guilty in Manner and form as he Stands charged in the indictment=
Calvin Liggett, Foreman.

5488

5307 J. M. Sanders & Co vs J. V. R. Young

This cause now coming on for hearing on the Motion of the plaintiff for a new trial, the court on consideration thereof overrules the same, to all of which the plaintiff excepted and 30 days the rising of the court granted plaintiff to prepare bill of exceptions herein. It is therefore considered by the Court that the said defendant go hence without day and recover from the said plaintiff his costs herein expended taxed $5.00 -

5500 Charles McClure vs Henry Caline et al, } See page 428.

Thereupon Court adjourned till tomorrow at 9 oclock A. M.

Saturday March 31st 1888.

(Court convened this morning at 9 oclock A.M. pursuant to Adjournment. The same officers being present as on yesterday.

5475 S W Dolbear vs. J Mc McIlroy } This day this cause came on to be heard, upon the motion of the plaintiff for a judgment on the verdict rendered herein, and was submitted to the court; and the court finding no motion for a new trial has been filed within the time mentioned by Law; It is therefore considered and adjudged that S.W. Dolbear recover of the defendant J Mc McIlroy the sum of forty five 23/100 dollars and his herein, taxed at $. For all of which Execution is accorded.

5520. George W Darrow vs. Martin Conwell. } An application of the plaintiff herein, and proper showing being made, an order of attachment is allowed to issue in this sum of Eight hundred dollars, on the plaintiff giving a undertaking as provided by law in the Sum of Sixteen hundred dollars

5488 Melissa Cole vs Edmund Cole } Now comes the plaintiff herein, and the defendant being in default for answer, and demurrer the court find that the defendant has been legally notified by publication of this proceeding, and that the plaintiff at the time of filing her petition had been a resident of the state of Ohio for one year next preceeding the same, and was at the time a bona-fide resident of the County of Huron and that the parties hereto were married as in said petition Set forth, The court further find upon the evidence adduced, that the defendant has been guilty of wilful absence from the plaintiff for more than three years next preceeding the filing of this petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the court that the marriage relation heretofore existing between the said Melissa Cole and Edmund Cole, be and the same is hereby dissolved and both parties are hereby released from the obligations of the same.

And it is further ordered that the custody, Care, education and Control of the said child of the parties hereto, be untill further order confided to the said Melissa Cole

But it is herby ordered, that the defendant have the privelege of visiting said child twice each week, on thursdays and fridays between the hours of 3 & 5 oclock P.M., and any violation of this privelege by either party may be reported to this court — and it is further ordered that the plaintiff pay the costs of this proceeding, and Execution is awarded.

Polly Ann Powers }
vs }
Philander B. Cobb & }
C. Houston }

This day came the plaintiff and on motion to the court dismissed this action so far as the defendant C. Houston is concerned. It is therefore considered and adjudged that the defendant C. Houston go hence without day and recover his costs.

3721

Thursday April 5th 1888.

Court convened at one oclock P.M. pursuant to adjournment on Thursday. The same officers being present as on Thursday.

Board of Education of Union Township
vs
The Fuller & Warner Co

This day came on this cause to be heard, on the motion to quash and dismiss the attachment issued and granted in this case

Whereupon the court being fully advised in the premises do sustain said motion, and order said attachment to be, and the same is hereby quashed and dismissed, and held for naught.

3421

J. Ko. McEntire & Co
vs
O. Curry et al

This cause coming on to be heard on the return of the Sheriff of the order of Sale heretofore issued with his report of his proceedings and Sale of lands and tenements under said writ: and the motion of plaintiffs J. Ko. McEntire to have the contingent-right-of dower of Georgia A Curry wife of O. Curry assigned and determined and the motion of H. M. Weaver & Co to determine the respective priority of liens and a distribution of the proceeds arising from the Sale of said real estate-

And the court having examined the said proceedings and being satisfied that the Sale has in all respects been made in conformity to the provision of the Statute in such case made and provided finds the same to be legal and does therefore approve and confirm the same and further orders that the Sheriff so soon as the purchaser, J.Ko. McEntire shall pay into court the sum of twelve hundred and thirty eight dollars, that he shall execute and deliver to said purchaser J.Ko. McEntire a deed in fee Simple for the lands and tenements so sold and being the same lands described in plaintiffs petition, and that the purchaser is hereby subrogated to all the rights of the lien holders and a writ of possession shall be awarded upon delivering of the deed to put the said purchaser in possession and that the liens are as heretofore delivered in point of priority.

And the court coming now to the distribution of the proceeds arising from the Sale of said premises orders. 1st That he pay to the Treasurer of Union County the taxes due upon the property so sold. to-wit: $

2d To the clerk of this court the costs of this action taxed at $ 34.40

3d To J. Ko. McEntire & Co plaintiffs the contingent-right of dower of Georgia A. Curry wife of O. Curry. The sum of $ 94.33 the amount so found due by the court by virtue of her having signed the Mortgage of plaintiffs J.Ko. McEntire & Co and upon the Statement of counsel of J.Ko. McEntire & Co that the age of Georgia A Curry aforesaid is 42 years and that of her husband 54 years.

4th To the Bank of Richwood $ 352.09 with interest at 8% from Nov 17th 1887.

5th To H. M. Weaver & Co $ 947.43 together with interest from the 5th day of January 1888 at 8% per annum

6th To J. Ko. McEntire $ 740.80 together with interest at 8% from Jan 5th 1888 at 8% per annum.

And it is further ordered that the said J.Ko. McEntire pay the balance. to-wit: $ 1238.00 to the Sheriff forthwith.

5373 E. D. Pitts
vs
H. L. Hoskins

This day this cause came on to be heard upon the motion defendant- the Connecticut-Mutual Life insurance Company and on producing the return of the Sheriff of the Sale made under the former order of this court and the court- after careful examination of the proceedings of the said Sheriff, being Satisfied that the Same have been had in all respects in conformity to law and the order of this court- It is ordered that the said proceedings and Sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Miner Harrod by deed in fee Simple the lands and tenements So Sold.

And the court coming now to distribute the proceeds of said Sale amounting to the Sum of $1083.50. It is ordered that the Sheriff out of the Money in his hands pay. 1st The taxes on said land amounting to $91.30
2d The costs taxed $58.60
3d To the Connecticut Mutual Life Insurance Company in full of their decree the Sum of $567.95;
4th The remainder to William M. Ayers the defendant- $365.68- to apply on his judgment- against- said J. M. Hoskins and H. L. Hoskins-

5820

5471 John R. Taylor Guardian
vs
Samuel B. Robinson et als

On Motion of the plaintiff to the court- and upon producing the return of the Sheriff and the report of the commissioners heretofore appointed herein. and the Same having been examined by the court- and found in all respects correct- and in conformity to law. and the former order of this court- the said proceedings and report are hereby approved and confirmed.

It is further ordered and decreed that the said Susanah Robinson have and possess the lands So assigned to her as and for her reasonable dower in ~~said~~ the Three Sevenths of said premises; and that the said Samuel B. Robinson and Susana Robinson hold Severality the parts and premises So Sett off and assigned to Each respectively.

5767

And the clerk is hereby directed to have So much of this decree as will Show the transfer of title to the Several parties put upon record in the office of the Recorder of this County. and it is further ordered that the costs of this action including a Counsel fee of $15.88 to D. W. Ayers attorney for services herein taxed at $ be paid by said parties in the following proportions to-wit; The said Samuel B. Robinson Three Sevenths and the said Susannah Robinson Four Sevenths and in default thereof for ten days that Execution issue therefor

5313

The defendant- John Robinson giving notice of an appeal for himself herein his bond is fixed at $500.00-

George Darrow }
vs }
5520 Martin Connor }

This day this cause came on for hearing on motion to dismiss the attachment in this case upon defects in the affidavit and the court being fully advised in the premises do sustain said motion. Thereupon the plaintiff dismisses his said action without prejudice to a new action at costs of plaintiff. without record.

John Funk }
vs }
Jacob Klingman }

This day came the parties by their attorneys and submitted this cause to the court upon the demmurrer of the plaintiff to the second defense set up in defendants answer. and the court being fully advised in the premises does overrule said demmurrer to which plaintiff excepts. The plaintiff asked and has leave to reply by the 1st day of May next.

The Connecticut Mutual life }
Insurance Company }
5471 vs }
P. C. Adams et al }

This day came the plaintiff and on motion to the court the decree rendered herein at the present term of this court in favor of Plaintiff is set aside and this action is dismissed without prejudice to a new action at the costs of P. C. Adams So far as the plaintiff is concerned but not as to cross petitioners and this cause is left off the docket.

Board of Education of Union Tp #6 }
5767 vs }
The Fuller & Warren Co }

This day this cause came on to be heard on the motion to quash and dismiss the attachment issued and granted in this action. Whereupon the court being fully advised in the premises do sustain said motion and order said attachment to be, and the same is hereby quashed and dismissed and held for naught at plaintiffs cost. And it is considered and adjudged that the plaintiff pay the costs herein taxed at $ -

Daugherty & Welching }
5313 vs }
John M. Sanders }

This day this cause came on to be heard on the motion of defendant to require plaintiff to reform his amended petition and the court being fully advised in the premises do over rule said motion. to which ruling of the court the defendant excepts. Thereupon the defendant asked and has leave to answer by May 1st —

5408 John L. Wiggant }
US }
Abram Newkirk et al }

This day this cause came on for hearing upon the Motion of the defendants to quash the Service in this case and the court being fully advised in the premises do sustain said Motion and thereupon the plaintiffs petition was dismissed by the court at the cost of plaintiff to which ruling and judgment of the court the plaintiff excepts and asked and obtained leave to prepare a bill of exceptions in this case within 30 days from the rising of said court and the clerk of the court is hereby directed to keep said record open for said term for said purpose.

5463 Elizabeth McEntire }
US }
Mary McEntire }

It appearing to the court that the plaintiff has failed to comply with the order of this court requiring the plaintiff to give security for costs on the application of Plaintiff She is granted until the 16th day of April 1888 to give Security for cost and it is ordered by the court that unless the plaintiff shall on or before said 16th day of April 1888 Secure the costs in this case to the Satisfaction of the Clerk of the court that this cause Stand dismissed at plaintiffs cost.

5478 William Diehl }
US }
Dolbear and Vonderau }

This day this cause came on to be heard upon the motion of the defendants to Set aside the Verdict in this case and for a new trial and was argued by counsel on consideration the court overrules said motion for a new trial. to which ruling and decision the defendant excepts. It is therefore considered and adjudged that the plaintiff recover of said defendants said Sum of one hundred and Seventy four 7/100 dollars ($174.07) So found due by said Verdict and also his costs herein taxed at $ - To which decision and Judgment the defendants except

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5458 Emma Mowrey }
vs }
J N Mowrey }

This cause coming on for hearing was submitted to the court upon the petition of the plaintiff and the evidence, on consideration whereof the court find for the plaintiff, And that at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the Same and was at that time a bona fide resident of this county of Union, and that the parties hereto were married as in said petition Set forth - The court find upon the evidence adduced that the defendant has been guilty of gross neglect of duty toward the plaintiff, and that by reason thereof the plaintiff is entitled to a divorce as prayed for, It is therefore ordered and adjudged by the court that the Marriage contract heretofore existing between the said Emma A Mowrey

Continued on Page 450-

5441

5098

5037

5442

5441 James H. Gillespie
vs
H & Cleveland Columbus, Cincinnati
and Indianapolis Ry Co

This day came the parties and this cause came on to be heard upon the motion of the defendant to Strike out portions of the said plaintiffs petition and was argued by Counsel and Submitted, on consideration whereof the court do overrule said motion, To which ruling defendant excepts;

5098 Elizabeth Poland
vs
Shepherd Poland
Dismissed at cost of plaintiff.

It is therefore considered by the court that the plaintiff pay the cost of this action taxed at $ -

5037 State of Ohio
vs
Frank E. McDonald
Left off of Docket by order of court -

5442 John Robinson
vs
Samuel B Robinson
Et. al, - to wit: Jenie Robinson, James Black assignee, of Samuel B Robinson for the benefit of his creditors and John R Taylor guardian of Susanah Robinson

And now this Cause Comes on to be heard on the motion of John Robinson plaintiff for the appointment of a receiver herein. And thereupon the court finds that this action was brot to foreclose five Several Mortgages, all described in the petition One of these Mortgages was made by James Robinson, Since deceased, and joined in by his wife Susannah Robinson defendant and Covers the whole of the land to petition described, And two of the said Mortgages were made by said Susannah Robinson, Since the death of her husband and cover one undivided one half of said land, And the court finds that said three mortgage debts are probably sufficiently secured, But the court finds that said Samuel B Robinson also other two Mortgages, described in the petition, on one undivided half of said land, namely, but recently, only one undivided three Sevenths. 3/7. is held for the security of said debt, And the court further find that said land So mortgaged, by said Samuel B Robinson is probably insufficient to discharge said mortgage debt. And said mortgage having been foreclosed by an order of this court and an order of sale entered in favor of said plaintiff, from which order an appeal has been taken to the Circuit Court, — It is therefore ordered by the court that Cyrus Zimmerman be, and he is hereby appointed by the Court a Receiver to take Charge of said land, So formerly owned by the said Samuel B Robinson, but recently assigned by him to the said James Black, who now holds as Such assignee for the benefit of Creditors. That said receiver rent said land and otherwise protect it from waste and trespass during pendency of said appeal, and under the orders of the court, — And the said parties here, and all other persons, having possession

See Page 446. at the bottom.

Friday April 6th A. D. 1888

Court met at Nine o'clock A. M. pursuant to adjournment

5226 William H. Robinson et al
vs
Nathan Howard et als Commissioner

This day this cause came on for hearing on the demurrer of said plaintiff to defendants answer herein filed and the same was argued by counsel and submitted to the court on consideration whereof the court do overrule said demurrer. To which ruling of the court the plaintiff by their attorney excepts. Leave to reply by May 1st.

5448

5329 Susan Meddles
vs
Miles A. Meddles

This day came the parties and this cause having been called the plaintiff moved the court for a further order of alimony pending this suit and the court being fully advised in the premises, Order and adjudge that the defendant pay to the plaintiff as her alimony pending suit the sum of Fifty dollars down and Twenty five dollars per month for each month until the further order of the court and also furnish her with sufficient food for one horse, one cow and five hogs, and that she be allowed the house and outbuilding where she now lives including a garden and truck patch And in default of payment of any of said Monthly installments of Alimony or said fifty dollars alimony for three days that Execution issue therefor as upon judgment at law.

5343

To The Hon John A. Price Judge

Union County To Marion Hopkins Sheriff Dr

For Serving Grand Jury		$4.50
" Petit	"	4.50
" 85 Witnesses before Grand Jury		8.50
643 Miles Travel at 8¢		51.44
85 Copys Witnesses		8.50
Andrew Hopkins Court Deputy	29 days	58.00
Frank Wall "	" 29 "	58.00

I Hereby certify the above account to be correct

M. Hopkins Sheriff.

Approved. The Clerk will make proper Entry on Journal.
April 6th/88 John A. Price. Judge

5332

Continued from Page 445 5442.

Of said land or under their control, are hereby ordered to deliver the possession of the same to said Cyrus Zimmerman as such receiver on demand made by him, And it is ordered that before entering on his duties, as such Receiver he execute to the State of Ohio, an undertaking conditioned according to law in the sum of one thousand dollars $1000 ~~00~~ ——— The foregoing Entry is correct and the Clerk will enter the same on the Journal, Signed John A Price judge ——— And now Comes the said Cyrus Zimmerman and was duly Sworn as said Receiver, and gave bond with W. F. C. Pennington and Adam Brown his Sureties in the Sum of one thousand dollars to the ~~Satisfaction~~ acceptance of the Clerk.

5448 Mary Bradbury
vs
S. Davis et al

This cause coming on for hearing on motion to set aside the order of sale and appraisement and for appointment of a Receiver was by consent of parties submitted on all of said motions together. On consideration whereof the court sustain the motion to set aside the sale and order of sale issued and appraisement and the sale and order is hereby set aside. The motion for appointment of Receiver overruled.

5343 Elizbeth J. Stevenson
vs
Ed. O. Stevenson et als

This day came the parties to this action and submitted this cause to the court; Whereupon the court being fully advised in the premises do find that said defendants John H. Sterling, Mathew Leingel and D. H. Fowler are in possession of said lands without fraud or collusion on their part; and further find that said tax sales under which they hold possession are invalid for the purpose of carrying title by reason of insufficient description of the land in the advertisement for sale as delinquent for non payment of taxes and for that reason they do not convey to said defendants the legal title thereto, and thereupon said defendants John H Sterling, Mathew Leingel and D. H. Fowler demand a jury under the occupying Claimant Law. Which demand is overruled by the court. to which ruling and judgment the said defendants except and thereupon the court further find that there is due plaintiff from said defendants Edward O. Stevenson secured by mortgage as alleged in said petition the sum of $25000. With six per cent interest from July 25th 1885 Now amounting on this 6th day of April 1888 to the sum of twenty nine thousand and forty dollars. ($29040.)

It is therefore considered ordered and decreed that the plaintiff recover of said defendant Edward O. Stevenson said sum of $29040.) found due as aforesaid and his costs herein taxed to $ And it is further decreed and ordered by the court that unless the said Edward O. Stevenson within 20 days pay said judgment and costs and interest to the plaintiff that an order of sale issue to the Sheriff of this county commanding him to appraise advertise and sell said lands in the petition described. and as to all ~~other~~ questions not herein disposed of including the question of taxes paid and the improvements made by the said Sterling and said Leingel and said Fowler this cause is continued for further action=

5332 B. H. Warder.
vs
B Green et. al

This Cause came on for hearing on motion to setaside the appraisement of the real estate Levied on in this action, and in consideration thereof, and good cause shown, it is ordered that the said appraisement be, and it hereby is set aside, and it is ordered that a new appraisement of the same be made

746 State of Ohio vs Thomas Bowers } Indictment for Assault & Battery.

5493

The defendant herein having been heretofore convicted of Assault & Battery came this day into court with his counsel and was informed by the court of the Verdict of the jury and enquired of if he had anything to say why judgment should not be pronounced against him: and having nothing but what he hath already said;

It is therefore considered and adjudged by the court that the said defendant; Thomas Bowers, pay a fine of Ten dollars ($10.00) and the costs of this prosecution and Execution is awarded.

747 State of Ohio vs John Cunningham } Indictment for Assault & Battery

The defendant herein having been heretofore convicted of Assault and Battery, came this day into court with his counsel and was informed by the court of the Verdict of the jury, and inquired of if he had anything to say why judgment should not be pronounced against him; and having nothing but what he hath already said;

It is therefore considered and adjudged by the court that the said John Cunningham pay a fine of Ten dollars ($10.00) and the costs of this prosecution and Execution is awarded.

748 State of Ohio vs John Cunningham } Indictment for Assault & Battery.

This day came the Prosecuting attorney on behalf of the State of Ohio, and the defendant was present by himself and his Counsel and thereupon this cause was continued to the next term of this Court for Sentence.

It is ordered that the defendant enter into his own recognizance in the Sum of $100.00 Conditioned for his appearance on the first day of the next term of this court.

5113 W G and L W McAllister Administrators vs The N.Y. Lake Erie & W R.R.Co } This cause came on to be heard on the demurrer to the amended petition the Court on consideration overrules the same — Defendant excepts, and on motion defendant is allowed to answer by the first day of May 1888,

Kate L. Walters }
vs }
5492 C. E. Walters }

Now came the plaintiff by her attorney and the defendants Charles E. Walters and Emma Walters being in default for answer and demmurer to the petition of the plaintiff, the court find that said defendants have both been legally served with Summons in this case and that the allegations of the petition are confessed by them to be true and that there is due the plaintiff from the defendant Charles E. Walters on said note the sum of $70.00 with interest thereon from January 27th 1885 at 8%.

The court also finds that the defendants Charles E. Walters and Emma Walters his wife to secure the payment of said note executed and delivered to plaintiff their mortgage deed in the petition described and ~~that~~ on the premises therein described and that said Mortgage was duly recorded in Vol 21 page 155 of the record of Mortgages of Union county and is the first and best lien on the premises described in the petition, and the said Emma Walters released her right of dower therein, The court further find that the condition of defeasance in said Mortgage has been broken and that said plaintiff is thereby entitled to have the defendants Equity of redemption foreclosed.

It is therefore considered and decreed that unless the said defendants shall within 5 days from the entry of this decree pay or cause to be paid to the Clerk of this court the costs of this action and to the said plaintiff the sum of $89.00 with interest from the 6th day of April 1888 according to the terms of said Mortgage the defendants Equity of redemption be foreclosed and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union county directing him to sell said premises as upon Execution and bring the proceeds into court for further order.

Union County Farmers
Insurance Company
Ex. Parte }

This day came Cameron and Woodburn attorneys for said company, and made showing to the court here that since its order heretofore made, appointing L H Bechtel and Isaac Cahill receivers of said company; the said Isaac Cahill has died leaving the said L H Bechtel surviving receiver, and moves the court here for an order to authorize said L H Bechtel to proceed to collect its debts due said Company, and wind up its affairs,

The court in consideration whereof does sustain said motion And it is ordered by the court that said L H Bechtel be and he is hereby empowered to proceed as Survivor of said Company, and to collect its debts and assessments due it, and pay off its indebtedness and wind up its affairs, and no further bond is required to be given by said receiver, and he is allowed one years further time -

Friday April 6th 1888

3491 Gillespie, vs Cleveland Columbus, Cinn and Indianapolis RR — Leave to defendant to answer by May 15th 1888—

5458, Emma A Mowrey vs J W Mowrey — See Page 447. This case was commenced on page #44 and for want of room was finished on this page.

And the said J W Mowrey be, and the same is hereby divorced, and both parties are released from the obligations of the same, And it is further ordered that the plaintiff be and is hereby restored to her former name of Emma A Sharkie,

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony the sum of $50 00 in six months from this date of April 5th 1888, And that the said defendant pay the costs of this proceeding taxed at $- and in default thereof for ten days, execution issue therefor,

Thereupon the defendant gave notice of his intention to appeal this case to the Circuit Court, from the order of the Court granting alimony and the Court fixed the appeal Bond at $100 00—

Friday April 6th 1888.

All Causes, Motions, and orders not otherwise disposed of are hereby Continued, and therefore this Court is adjourned without day.

Attest. R. M. Corry Clerk.

5530.

Law Vacation.

April 26th A.D. 1888.

5530. The State of Ohio, on the relation of Marion Johnson, vs. James W Tilton Mayor of the village of Marysville et. al.

Mandamus—

Court of Common Pleas.—Union County Ohio.

Now comes the relator Marion Johnson by his attorney J.M. Kenedy and made application to the Hon John A Price, Judge of the court of common Pleas, of said Court for the allowance of a writ of Mandamus herein, and on consideration thereof the said Judge allowed an alternative writ to issue against the said James W Tilton as such Mayor; and others therein joined as defendants returnable on the 21st day of May 1888.

And it is ordered that the said James W Tilton, L C English James B Whelpley, John F Zuemer, James W Field, W.C. Fillington John L Sellers, and Daniel H Fry, do immediately upon the Service of this writ, Proceed to issue to Said Plaintiff Marion Johnson, the plaintiff, their order upon the treasurer of Said Village to Said plaintiff for Said Sum of ($116 65/100) one hundred and Sixteen dollars and Sixty five cents, as prayed for in Said petition; or that at the time and place of the return of this writ, they Show cause why they have not done so.

Done at Chambers, at Bellfountaine, Ohio, this 25th day of April, A.D. 1888,

John A Price,
Judge of Court of Common Pleas, 3d Sub-Division, 10th Judicial District of Ohio.

Monday. May 21st A.D. 1888.

The State of Ohio } ss
County of Union }

This Separate Session of the Court of Common Pleas of the 3d Subdivision of the 10th Judicial District of the State of Ohio, within and for the County of Union, for the term of May in the year A.D. 1888 held in the Court House in the Village of Marysville, was begun on Monday the 21st day of May in the year aforesaid. 5536

Present Hon John A. Price. Judge of the Court of Common Pleas
of Logan Co. Ohio
Marion Hopkins Sheriff of Union County Ohio

Attest,-
Robert McCrory. Clerk of the Court of Common pleas of Union County Ohio
By W. Mc. Winget; Deputy.

The Venire Facias. for grand jury heretofore issued, and returnable this day at 9 O'clock A.M. was duly returned by the Sheriff with his indorsement thereon, as follows, to wit: April 23d A.D. 1888. Served the within named jurors as follows,

1	W.A. Phelps	Personally	8	Pinkney Snow	Personally
2	C.B. Chambers	"	9	Arthur Webb	"
3	Howard Vosberry	"	10	S.C. Gilcrist-	"
4	W.W. Epps	"	11	George Hannawalt-	"
5	F.L. Kezartee	"	12	D.B. Davis	"
6	Clinton Johnston	"	13	A.J. Ferguson	"
7	William Cody	"	14	J.J. Gabriel	"
			15	Isaac Stoufer	"

Marion Hopkins. Sheriff

5530

and upon calling the same in open court they each appeared in answer thereto: And the panel being full, the Court appointed S.C. Gilcrist foreman of the grand jury, and he with his fellow jurors took the oaths in manner and form as prescribed by law, and the said jury being instructed by the court in relation to their duties, were conducted to their room, attended by the Sheriff for deliberation. 5373

The following named persons compose the grand jury, to-wit;

1 S.C. Gilcrist- Foreman
2 W.A Phelps
3 C.B Chambers
4 Howard Vosberry 5522
5 W.W. Epps
6 F.L. Kezartee
7 Clinton Johnston
8 William Cody
9 Pinckney Snow
10 Arthur Webb
11 George Hannawalt
12 D.B. Davis
13 A.J. Ferguson
14 J.J. Gabriel and
15 Isaac Stoufer.

Monday May 21st A.D. 1888.

5556 A. J. Hobert vs D. McCampbell et al

This day came the plaintiff by B.B. Cole & Son attorneys and thereupon came J. M. Kennedy one of the attorneys of record of this court who by virtue of a warrant of attorney duly executed, and now produced in open court and duly proven, waived the issueing and service of process, and entered the appearance of said defendants herein, and by virtue of the same warrant of attorney confesses that there is due from said defendants to said plaintiff as is alleged in said pluintiffs petition the sum of $1778.65. It is therefore considered that said plaintiff do recover of said defendants the said sum of $1778.65 so as confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of 8 per centum per Annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in Error are waived.

5530 Marion Johnson vs James W. Fillon Mayor et al

This day came the defendants by their attorneys and asked and obtained leave to plead to plaintiffs petition herein filed by Saturday May 26th 1888.

5373 E. D. Pitts vs J. M. Hoskins et al

Now comes James L. Jolliff and suggests the death of Hon. J. Hoskins defendant since the beginning of this suit and that said James L. Jolliff has been duly appointed and qualified as his administrator, and the court being satisfied thereof do on consent of the parties order that said action stand revived, and the said James L. Jolliff as such administrator waives the issueing and service of summons and enters his appearance in said action.

5522 Fleck & Co Chapman vs P. T. Lightner et al

This day this cause came on to be heard on motion of the defendants to strike the petition from the files was argued by counsel and submitted to the court, and the court being fully advised in the premises overruled the motion and granted leave for the clerk to add his great to the verification as of the 3rd of April 1888. And thereupon the defendants asked and obtained leave to file answer in 30 days from this date.

Monday. May. 21st A. D. 1888.

Mercy M Bland
vs
Ira H. Farmer

This day leave was given defendant to file answer and answer filed.

5528

5469 Henry E. Goff vs Wm Martin et-als- Continued.

4784 W. S. Cartmell vs Gratia B. Irwin- Continued.

4943 John Beebe Receiver vs Camp & Randall Mfg Co- Continued

4944 John Beebe Receiver vs Camp & Randall Mfg Co- Continued.

5334 Lester Clark vs Calvin Felkner. Continued.

3420 A. M. Robinson vs Elijah Mitchel et-als- Continued.

3146 James Carter vs Bank of North Lewisburgh- Continued.

3364 Finley D. Davis vs Elijah Lister et-als - Continued.

3922 Edward O. Stevenson vs Mathew Lingrel. Continued.

4145 David M. Robinson vs P. C & St Louis Rwy Co Continued.

5558

5788, John Randall vs Conner & Leuty } Now comes the plaintiff and dismisses this action at his own cost, and without prejudice to a future action.

It is therefore considered by the Court that the defendant recover from the said plaintiff his costs herein expended, and taxed at $ and judgment is awarded therefor.

5449 Elizabeth Delinger vs Charles Delinger et-al

For the entry of this case See page 461.

Thereupon Court adjourned untill 9 oclock tomorrow morning.

Tuesday. May 22d AD. 1888.

Court convened at Nine oclock this morning pursuant to adjournment: the same officers being present as on yesterday.

5528 Cyrus Moore vs Rodney R. Randall et-al }

This day came the plaintiff and the said Rodney R. Randall and John D. Adams having been duly served with Summons and being in default for demmurrer or answer to the petition, & the plaintiff waived the calling of a jury and this cause was submitted to the court upon the petition of the plaintiff and the evidence. On consideration whereof the court being fully advised in the premises finds the facts stated and allegations made in the petition are true, that the said J. D. Adams made the note stated in the petition and that he is jointly and severally liable thereon and that said Rodney R. Randall indorsed said note in blank and that said note was duly and legally protested and the said Randall properly notified and that he is jointly and severaly liable thereon as indorser and that there is due to the plaintiff from the defendants Rodney R. Randall and John D. Adams upon said note set up in the petition the sum of one thousand and ninety four dollars.

It is therefore considered and adjudged by the court that the plaintiff recover of said Rodney R. Randal and John D. Adams the said sum of one thousand and Ninety four dollars the sum so found due together with cost herein expended.

5558 The Peoples Bank }
vs }
E. P. Rogers et-al }

This day came the plaintiff by Cameron & Woodburn attorneys and thereupon came D. W. Ayers one of the Attorneys of record of this court who by virtue of a warrant of Attorney duly executed and now produced in open court and duly proven, waived the issueing and Service of proces, and entered appearance of said defendants herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition the Sum of $ 813.03. It is therefore considered that said plaintiff do recover of said defendants the said Sum of $ 813.03 so as aforesaid confessed to be due together with costs of Suit herein, to be taxed and with interest to be computed at the rate of Eight per cent per annum. And by virtue of said warrant of Attorney all Errors are released, and all Right of Appeal, and all right to file a petition in Error are waived.

Tuesday May 22d A. D. 1888

Report of Grand Jury.

This day appeared at the bar of this court the jury heretofore impaneled and sworn in, and for the body of the county aforesaid viz:

1	W. A. Phelps	6	Clinton Johnson	11	George Hannawalt
2	S. B. Chambers	7	William Cody	12	D. B. Davis
3	Howard Cosberry	8	Pinckney Snow	13	A. J. Ferguson
4	W. W. Epps	9	Arthur Webb	14	J. J. Isabriel
5	F. L. Ezarta	10	S. S. Silcrist	15	Isaac Stauffer

And presented their certain bill of indictment against Frank Standish 4911
for Forgery, indorsed, "A true Bill"

S. S. Silcrist Foreman of Grand jury.

And there being no further business for the said jury, they were discharged finally.

Report of Grand Jury

To the Honorable John A Price

Judge of the Court of Common Pleas Union County, Ohio.

The Grand Jury of the Court of common pleas of said County, of the May term, 1888, beg leave to report that they have been in Session Two days and herewith return to the Court the Indictment presented by said Jury; We have carefully examined all such matters as have legitimately come to our notice, having examined Eleven witnesses, covering four cases and presented one bill and ignored three cases considered by us. The business has been transacted in as Expiditious a manner as posible.

During our Session we have visited the county jail and made a complete examination thereof, and find the rules prescribed by the court for the care thereof and for the government of its inmates have been carried out and properly enforced.

Respectfuley Submitted

May 22d 1868

S. S. Silcrist. Foreman

5525

Aaron Boylan Guardian &c }
vs }
George Reed }

This day came the plaintiff and his petition thereupon coming on to be heard the court find that the said Aaron Boylan is the legally appointed and legally qualified guardian of the estate of the said Josiah Reed as alleged in his said petition; The court further find that the defendant has had due legal notice of the pendancy and demand of the said petition and that he is in default for answer and demurrer thereto: and that the said petition is thereby confessed by him to be true, Thereupon the court further find that the said Josiah Reed is seized of, and has a legal right to the undivided one half of the estate described in the petition, and is entitled to have partition made of said premises: That the said George Reed, is tennant in common with the said Josiah Reed, and is seized of and has a legal ~~title~~ right to the undivided one half of said premises, And no reason appearing why partition should not be made, It is ordered and adjudged and decreed therefor that partition of said estate be made: and that an order issue to the Sheriff of the said County of Union commanding him that by the oaths of A. S. Mowry Joseph P. Martin and Philip Lee, three judicious and disinterested free-

holders of the vicinity, who are hereby appointed Commissioners for that purpose, to cause to be Set off and divided to the said Josiah Reed and to the said defendant George Reed the part and proportion of the said estate, to which they are hereinbefore severally found entitled, and of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

Amos Slover
vs
Washington Davis et-al

4911

This day came on this cause to be heard on the motion of the Woodstock Bank & others to redocket this cause and the court being fully satisfied that due notice has been served on the attorneys of record of Washington Davis and that this cause was left-off the docket with order of the court to redocket the same on motion, therefore it is ordered and adjudged by the court that this cause be and the same is redocketed to be carried on to the adjustment of matters in said cause and disposed of the same as if the case had not been left-off the docket.

Thereupon Court adjourned until 9 Oclock tommorow Morning

Wednesday May 23d A D. 1888.

Court met at 9 Oclock this Morning the Same officers being present as on Yesterday.

5449.

5347 Daniel Seitz vs Richard P. Holland

This cause came on for hearing on the petition of the plaintiff, the defendant Richard P. Holland being in default for answer or demurrer, and was submitted to the court without the intervention of a jury, on consideration whereof the court find the allegations of the petition confessed by him to be true as against the defendant Richard P. Holland and the said defendant is indebted to the plaintiff in the sum of $182.85:

It is therefore considered that the said plaintiff recover from the said defendant the sum of $182.85.

5489. Sophia L Houk vs George A Houk

This day came this cause on to be heard upon the petition and the evidence and was argued by counsel and submitted,

On consideration whereof, the court being fully advised in the premises do find that the marriage and residence of the plaintiff are correctly stated in the petition, and that the defendant has been and is guilty of gross neglect of duty as charged in the said petition, and that the plaintiff is entitled to the custody of the said child, It is therefore considered and adjudged by the court the marriage relation heretofore existing between said parties be and the same is hereby dissolved and set aside, and held for naught and it is further ordered that the custody control and education of said child be, and the same is hereby decreed to the plaintiff, and it is further ordered that the plaintiff be restored to her maiden name of Sophia L Faulkener,

Thereupon Court adjourned till Monday morning may 25th at 9 oclock A.M.

Elizabeth Delinger
vs
5449. Conrad Delinger et al.

For date of confirmation, and distribution,
See May 21st 1888, — Page 456.

This day came on this cause to be heard on the Motion to confirm the sale of the premises in said petition described by Elizabeth Delinger, and the court being fully advised in the premises, do find that all the parties named in said petition, and interested in said land have been duly served with notice, and that the proceedings and sale of said premises by said Sheriff, are in all respects lawful, and therefore it is ordered by the court, that all of said proceedings and said sale be and they are hereby confirmed, and the Sheriff of said County of Union ordered to execute and deliver to said purchaser a deed in fee simple for said land Conveying the interest of all of said parties to said land to her and her heirs forever,

And The court orders that out of the purchase Money the Sheriff pay the costs of this case, including an attorney fee of twenty two dollars to Robinson & Piper, — also that he pay the taxes on said land up to June 20th 1888. And the ballance of he pay, if any to the several parties to said cause, in the same proportion as said land was ordered to be divided — Also that he take Mortgage and notes to said parties according to law, payable thereon, half of said ballence in one year, and one half in two years with interest from april 1st 1888, in the same proportions to-wit, Conrad Delinger - one fourth (1/4) The plaintiff five Sevenths (5/7) of the remaining three fourths (3/4), the heirs of Frederick Ell-dec'd one Seventh of the remaining three fourths (3/4) And the heirs of Barbara Delinger dec'd the one Seventh, (1/7) of the said remaining three fourths. (3/4) as herein before decreed by the court.

Monday May 28th A. D. 1888.

Court Convened at One oclock P. M. Pursuant to adjournment the Officers present Were.

Hon John A. Rice Judge
Marion Hopkins Sheriff and
Robert McCrory Clerk

5423

55-64 A. J. Whitney vs B. F. Carmean

This day came the plaintiff by J. M. Kennedy his attorney and thereupon came A. H. Ballenger one of the attorneys of record of this Court who by virtue of a warrant of Attorney duly Executed, and now produced in open Court and duly proven, waived the issueing and Service of proces, and Entered appearance of said defendant herein. And by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff, as is alleged in said plaintiffs petition the Sum of $106.04-
It is therefore considered that said plaintiff do recover of said defendant the said Sum of $106.04 so as aforesaid confessed to be due together with costs of Suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said Warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in Error are waived.

55-65 A. J. Whitney vs B. F. Carmean

5057

This day came the plaintiff by J. M. Kennedy attorney and thereupon came A. H. Ballenger one of the attorneys of record of this Court who by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven, waived the issueing and Service of proces, and Entered appearance of said defendant herein. And by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition the Sum of $636.00
It is therefore considered that said plaintiff do recover of said defendant the said Sum of $636.00 so as aforesaid confessed to be due, together with costs of Suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum from May 1st 1888. And by virtue of said warrant of attorney, all Errors are released and all right of appeal, and all right to file a petition in Error are waived.

5057

5423 J. W. Robinson
vs
Malin Burris
Eva A. Burris
Nancy A. Gray, Albert Gray
and J. W. Cummings

This day came on this cause to be heard on the motion to confirm the Sale of the land in the petition described, made to J. W. Cummings under the order of this court in this cause and the court find the proceedings under the order of Sale to be regular and lawful, and therefore it is ordered and adjudged by the court that said Sale be and the same is hereby confirmed and the Sheriff of this County is ordered and adjudged by the court to Execute and deliver to said purchaser conveying to him the interest of all the parties to this suit in said land and said purchaser on receiving said deed is authorized to take possession of said land, And the court find there is due said Cummings on decree already taken in this case $1317. with interest from March 19th 1888 and there is the further sum of $171 with interest from April 1st 1888 and there is $41 of tax due and unpaid on said land and the costs in this case amounting to $ Makeing a total of $2782. And that said land sold for $1863.22 leaving a balance yet due from said Malin & Eva Burris to said Cummings of $ and leaving nothing to apply on the claim set up in the plaintiffs petition whatever on plaintiffs Motion this case is left off the docket to be redocketed on Motion and the record to be made up to the present time.

3051 Almira Betts
vs
Newton Lingrel

This day this cause came on to be heard on the demmurrer of the plaintiff to the plea in bar filed herein and was argued by Counsel and Submitted to the Court, on consideration whereof the Court Sustained said demmurer,

3051 Almira Betts
vs
Newton Lingsel
Bastardy,

Now came the parties herein, by their attorneys; also came the following named persons as jurors, to wit; Henry Morse, Joseph Steiner Joseph McElroy, Elmer Hall, Reuben Freshwater, O. M. Meadow, J. B. Davis Henry Highbargin, Asa Longstaff, J. B. Cranston, Albert White and George Harris who were duly impaneled and Sworn according to law and the said jury having heard the evidence, argument of Counsel and charge of the Court retired to there room in charge of the Sheriff for deliberation, And now come the said jury into open court with their verdict in writing Signed by their foreman and Say:

We the jury in this case, find the defendant Newton Lingsel guilty, in Manner and form as he Stands Charged in the Complaint -

Thereupon Court adjourned until 9 o'clock tommorow Morning.

Tuesday. May 29th A. D. 1888

Court convened at 9 Oclock this morning the same officers being present as on yesterday.

5494 Jacob Leonard vs Simon Hall et al

This day leave was given to the plaintiff to file Reply herein within ten days after the rising of the court and cause continued.

757

5486 Walter R Sutton vs James M Deshazer et al

This day this cause came on to be heard upon the motion of plaintiff to vacate the judgment and order heretofore made herein on the 22d day of March 1888 and to make Rees Minshall, Amanda Minshall Z R. Thorton, Emily Thornton, C M. Topps and Rebecca Topps parties defendant in said action and upon consideration thereof by the court said motion is sustained and it is ordered that said judgment and order be and the same is hereby vacated, And this cause is ordered to be redocketed, And the plaintiff has leave to file an amended petition herein instanter And cause new Summons to issue thereon and said amended petition is filed accordingly and the said Rees Minshall, Amanda Minshall Z. R. Thornton, Emily Thorton, C. M. Topps and Rebecca Topps are hereby made parties defendant,

768

5319

Walter R. Sutton vs James M. Deshazer et al

Now come the defendants E. S. Hendrickson and Alexander Burnside and waive the issueing and Service of process in the above Entitled action and Enter their appearance thereto to the Amended petition of plaintiff.

E. S. Hendrickson &
Alexander Burnside
pr John M Hamilton their Atty

757 The State of Ohio vs W. L. Nunnemaker } Indictment—for Forgery

Now comes the prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into court in custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is guilty, and the defendant being inquired of if he had anything to say why judgment should not be pronounced against him; and having nothing but what he hath already said, It was ordered and adjudged by the court that the said defendant W. L. Nunnemaker be imprisoned ~~in the~~ and confined in the penetentiary of the State, and kept at hard labor, but without any Solitary confinement—for the period of One year and that he pay the costs of this prosecution, for which Execution is awarded.

768 The State of Ohio vs Frank Standish } Indictment—for Forgery.

Now comes the prosecuting attorney on behalf of the State of Ohio and the prisoner being brought into court in custody of the Sheriff and arraigned upon said indictment, for plea thereto saith he is not guilty and puts himself upon the country and the prosecuting attorney doth the like.

5319 Mayer Wile & Co vs James W. Smith } Herman Wile

Now came the parties herein, by their attorneys.
Also came the following named persons as jurors To-Wit;

1	James H. Thompson	5	William P. Hisey	9	Elmer Hall
2	Wesley Tobin	6	Henry Morse	10	Reuben Freshwater
3	Philip Vonderau	7	Joseph Stiner	11	Asa Longstaff and
4	Timothy Burns	8	J. L. McVey	12	Henry Highbarger

Who were duly Sworn and impaneled and Sworn according to law And the said jury having heard the evidence the arguments of counsel and charge of the court; retired to their room in charge of the Sheriff for deliberation. And now come the jury into open court with their verdict in writing, Signed by their Foreman, and say;
We the jury, being duly impaneled and Sworn find the issues in this case in favor of the defendant.

Henry Highbargir. Foreman

Tuesday May 29th 1888

5-361 Margaret Lowe }
vs }
John Low et-al }

This day came the county Surveyor and filed his report of the land sold in this case which gives the Exact-description of said land as follows, Viz; Beginning in the center of the Brown road and the East-line of said Survey. No 3462. Thence ~~North~~ with said line S 15° W 22 80/100 poles to a Stake in the high bank of Millcreek (witness 2 large Red oaks). Thence with the line called for in a conveyance from Nathaniel Stewart-to Walter & Thomas Lockwood dated Sep 20th 1849. with the following bearings and distances N 69°30 W 4 40/100 poles S. 83. W 276/100 poles. N 78° 30' W. 12 44/100 poles to a Stone. Thence N. 72. 45° W 23 44/100 poles (passing the N. W. corner of D. H. Henderson's land at-13 44/100 poles. Thence N. 35. W 6 80/100 poles N 22° 30' W 5 poles N 46° 30' W. 4 44/100 poles N. 30° 30' W 5 28/100 poles N 58° 30' W 6 80/100 poles N 69° 30' W. 7 60/100 poles S. 81° 45' W 8 48/100 poles to a Stake (hickory bears N 20° E 11 feet) thence N 25° 30' E 23 20/100 poles to a Stake in the center of Brown road. thence with the center of said road S. 65° 45' E 77 20/100 poles to the beginning containing 12 acres of land.

5-309

Thereupon it is considered ordered and adjudged by the court that-said purchaser pay for said 12 acres at the price he bid for said land as reported by the Sheriff and that-said purchaser Money he pay the costs of this proceeding in court-including the costs & fees in making said Surveyor A.S. Mowry Amounting to $8 25 and the taxes and assessments a lien on said land, Abstract 4 5/10 and then the amount found due the plaintiffs with interest-to this date and the balance if any he pay to the defendants in Equal Shares. And it-is ordered and decreed by the court-that-said Sale and Survey be confirmed and said Sheriff ordered to Execute and deliver to said purchaser a deed in fee Simple for said twelve acres of land conveying to him a full & complete title thereto and deliver the possession of said land to said purchaser

5-309 George W. Willett }
vs }
W. J. Hoops }

Now came the parties herein, by their attorneys. also came the following named persons as jurors, Viz;

1 J. W. McAdow	5 George Harris	9 Timothy Burns
2 James D. Davis	6 Jas H. Thompson	10 William P. Hosey
3 J. B. Branston	7 Wesley Tobin	11 Henry Morse and
4 Albert White	8 Philip Vonderau	12 Joseph Stine

who were duly impaneled and Sworn according to law and the said jury having heard the testimony adduced in part-

The Court-adjourned until to-morrow Morning at-9 Oclock

Wednesday May 30th A.D. 1888.

Court convened this morning at 9 o'clock the same officers being present as on Yesterday.

5309 George W. Willett }
vs }
W. T. Koops }

This day again came the said parties, by their attorneys, also came the jury heretofore impanneled and Sworn, and the trial proceeded. And the said jury having heard the evidence adduced in part. The court adjourned until tommorow morning at 8½ O'clock.

Thursday May 31st A. D. 1888.

Court convened this morning at half past Eight o'clock the same officers being present as on Yesterday.

3748 Emma Coins vs George Coins

5518

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer and the Court being fully advised in the premises, do find as follows, to wit;
1st That the parties were married as alleged in the petition
2d That said defendant has been duly notified of the pendancy of said petition by notice being published for six weeks consecutively in the Marysville Tribune a newspaper of General Circulation in said county of Union.
3d That said George Coins has been guilty of gross neglect of duty as stated in the petition.

5273

It is therefore considered and adjudged that the plaintiff be divorced from the defendant and that the Marriage relation be wholly dissolved and that She be restored to her Maiden Name of Emma Sprague and that She ~~to~~ recover her costs herein expended taxed at $

5566 Addie Bishop vs Charles O. Bishop

This day this cause came on for hearing on the petition and [illegible] and the same was submitted to the Court on the petition and Evidence in consideration whereof the Court do grant a temporary injunction restraining the defendant from disposing of, or in any manner, incumbering the real Estate described in plaintiffs petition being In Lots Nos 295 and 296 in the Village of Richwood Union County Ohio until further order of the Court herein.

5518

5309 George W. Willett vs W. S. Hoops

This day again came the said parties by their attorneys, and also came the jury heretofore impaneled and Sworn and the trial proceeded. And the said jury having heard the remaining testimony, and the hour of adjournment having arrived the Court discharged said jury until to-Morrow Morning at Eight o'clock

5309

Thereupon Court adjourned until tommorow morning at 8½ o'clock,

Friday June 1st A. D. 1888

Court Convened at this morning at half past Eight oclock the same officers being present as on yesterday,

Henry W. Marriott }
vs }
5518 Anna Grindell }

This day this cause came on to be heard upon motion of the plaintiff for the appointment of a guardian ad litum for the defendant an infant and the court the court thereupon appointed J. L. Porter as such Guardian ad litum with leave to answer by June 2d 1888.

Lester Clark }
vs }
5273 L. F. Carpenter }

This day came the plaintiff and asked leave of the court to dismiss this action without prejudice to a new action, and the same was argued by counsel and submitted to the court, on consideration Whereof the court dismisses this action without prejudice to a new action herein and at the cost of the plaintiff It is therefore adjudged by the court that the defendant recover of plaintiff his cost herein expended taxed to $ -

Henry W. Marriott }
vs }
5518 Anna Grindell }

This day this cause came on to be heard upon the petition of the plaintiff and the answer of the defendant Anna Grindell an infant by John L. Porter Guardian Adlitum appointed by the court and the proofs and exhibits of the plaintiff and the court being fully advised in the premises finds the allegations of the petition to be true and that the plaintiff is entitled to decree as prayed for in his petition against the defendant. Therefore it is ordered and adjudged by the court that whereas the said defendant Anna Grindell is an infant and disqualified thereby from Making a lawful conveyance by deed. It is ordered by the court that this decree shall operate as a full and complete conveyance of defendants interest in said lands to the plaintiff and that the plaintiff pay the costs in this action.

George W. Willett }
vs }
5309 Wm L. Hoops }

This day again came the said parties by their Attorneys and also came the jury heretofore impaneled and Sworn And the jury having heard the arguments of counsel retired to their room in charge of the Sheriff for deliberation.
And now come said jury into open court and State that they are unable to agree upon a verdict; Whereupon they are, by the court, discharged from further consideration of this case, and the case is continued.

Friday. June 1st A. D. 1888.

5525 Aaron Boylan vs George Reed } Partition

On Motion to the court by the plaintiff, and upon producing the return of the Sheriff and the report of the commissioners heretofore appointed herein, and the same having been examined by the court, and found in all respects correct and in conformity to law and the former orders of this court the said proceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed that the said parties hold in severalty the parts and premises so set off and assigned to Each respectively.

And it is further ordered that the costs of this action, including a counsel fee of $125.92 to Brodrick & McCampbell attorneys, for services herein taxed at $, be paid by the said parties in the following proportions, to-wit: By the said plaintiff one half of said costs, and by the said defendant one half of said costs.

5428

5535 Levi Snuffin vs Stephen Williams }

This day this cause came on to be heard and the defendant being in default for answer and demurrer the court find the allegations of the petition are confessed by him to be true, and that there is due to said plaintiff from said defendant the sum of Three Hundred and Twenty Eight and 90/00 dollars ($328.90) with eight per cent interest thereon from June 1st 1888.

It is therefore considered by the court that the said plaintiff do recover of said defendant the said sum of $328.90 with 8% interest from June 1st 1888 and his cost herein expended taxed at $ and execution is awarded therefor.

The court further find that in order to secure the prompt payment of said note in said petition described, the defendant executed and delivered to said plaintiff his certain Mortgage as in the petition described and on the premises therein described; that said Mortgage was duly recorded in Volume 25 page 57 of the records of Mortgages of Union County, Ohio and is the first and best lien on the premises described in the petition.

It is therefore considered and adjudged that unless the defendant shall within three days from the Entry of this decree, pay or cause to be paid, to the Clerk of this court the costs of this case, and to the plaintiff herein the Sum so found due as aforesaid with interest from the 1st day of June 1888 at the rate of 8% per annum according to the terms of said Mortgage deed, the defendants Equity of redemption be foreclosed and said premises shall be sold and an order of Sale shall issue therefor to the Sheriff of Union county Ohio directing him to sell said premises as upon Execution and bring the proceeds into court for further order.

Thereupon Court adjourned until tommorrow morning at 8½ Oclock

Saturday June 2d A.D. 1888

Court convened this morning at half past eight o'clock pursuant to adjournment, the same officers being present as on yesterday,

The State of Ohio on complaint of Julia B. Simpson vs E. J. Evans } 3428

His day came the complainant Julia B Simpson by and with her attorney and the defendant in person and by his attorney, and thereupon came a jury To-wit; Elen Parsol, Benjamine Johnson Enoch Parsol, Nolla Howard, J. F Pearce John Cornell, Wm Hoops, Moses Coolidge J. C. McGrow, Reuben Freshwater, Asa Langstaff and John Maddox who being duly empaneled and sworn to try this cause and a true verdict to render who after hearing the testimony of the complainant and arguments of Counsel upon their oaths do say that we the jury upon our oaths say that we find the defendant guilty.

It is therefore adjudged by the court that the defendant E. J. Evans is the reputed father of said child and that he stand charged with the maintainance thereof in the sum of One Hundred and fifty dollars and that he pay said sum as follows; $25.00 in 30 days $25.00 in 90 days $25.00 in 6 months $25.00 in one year, $25.00 in 15 months and $25.00 in 18 months, and also that he pay the costs of this action for all of which execution is awarded.

It is further ordered that the said defendant give Security to the acceptance of this court for the performance of this order, and in default of such payment or Security that he be committed to the jail of the county there to remain until he shall comply with the requirement of court, — Thereupon defendant E J Evans filed his Motion for a new trial, which is overruled by the court to which ruling The said E J Evans excepted,

Monday June 4th A. D. 1888.

Court convened at half past one oclock P. M. to day pursuant to adjournment- the same officers being present as on Saturday.

5506 John McKeever vs Martha McKeever

This day this cause came on for hearing on the petition of the plaintiff the defendant being in default for answer and the Court being fully advised in the premises do find as follows;
1st That the plaintiff at the time of filing his petition had been a resident of the State of Ohio for more than three years last past and was at the time of filing of this petition a bona fide resident of said county of Union
2nd The Court further finds that the defendant has been guilty of wilful absence for more than three years last past;
It is therefore ordered and adjudged by the court that the Marriage Contract heretofore existing between said John McKeever and Martha McKeever be dissolved and each party released from the obligations thereof and that said plaintiff have the custody care and control of their Minor children.

5507 Lydia A. Scott vs John M. Scott

This day this cause came on for hearing on the petition of the plaintiff the defendant being in default for answer and the court being fully advised in the premises do find.
1st That the defendant has been guilty of gross neglect of duty as charged in the petition and that due notice of this petition had been given.
That the plaintiff has been a resident of the State of Ohio and is now a resident of Union county Ohio and that the parties were married as Stated in the petition
It is therefore and adjudged by the court that the Marriage Contract heretofore existing between said Lydia A Scott and John Scott be and the same is hereby dissolved and the parties are released from the obligations thereof and that the plaintiff be restored to her Maiden name of Lydia A. Alexander.

5457

Thereupon Court adjourned until tommorow morning at 8½ oclock

5545

Tuesday June 5th A.D. 1888

Court convened this morning at 8½ Oclock the same officers being present as on yesterday.

5548 Mary J. Wharton vs William Clapham et al

This cause now coming on for hearing on the petition and evidence the court find that the defendants William Clapham, Maggie J. Clapham his wife The Home building and Loan association Company of Marysville Ohio, Alvis Thompson A. T. Nehmeyer and Jonathan Rogers and Liggett defendants have been duly served with Summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true. and that there is due the plaintiff from the defendants William Clapham on the promissory note set forth in the petition with interest to the 1st day of this term the sum of $183.36.

The court further find that in order to secure the payment of said note the defendants William Clapham and Maggie J. Clapham his wife executed and delivered to the said Mary J. Wharton the plaintiff their certain Mortgage as in the petition described and on the premises therein described. That said Mortgage was duly recorded in Book 25 page 2 of the records of Mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions in said Mortgage have been broken.

It is therefore considered by the court that the plaintiff from the defendant the said Sum of $183.36 and her costs herein expended, And it is further adjudged and decreed that unless the defendant William Clapham shall within three days from the entry of this decree pay or cause to be paid to the clerk of this Court the costs of this case and to the plaintiff herein the Sum so found due as aforesaid with interest from the 21st day of May 1888 the defendants Equity of redemption be foreclosed and said premises be sold and that an order of Sale issue therefor to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon Execution and report his proceedings to this Court for further order

5457 Matilda Howell vs John Connor

Now came the parties by their attorneys; also came the following named persons as jurors: to-wit;

1 William P. Hisey	5 Ruben Freshwater	9 Asa Langstaff
2 Henry Mouse	6 Henry Highbargin	10 Wesley Sobin
3 Joseph Stiner	7 Albert White	11 Philip Vonderan and
4 J. C. McElroy	8 James H. Thompson	12 George Harris who were

duly impaneled and Sworn according to law; and the said jury having heard the evidence adduced in part and the hour of adjournment having arrived. the court discharged said jury until tommorow morning at 8½ Oclock

Thereupon court adjourned until tommorow morning at 8½ oclock.

Wednesday June 6th A.D. 1888

Court convened this morning at half past Eight o'clock pursuant to adjournment the same officers being present as on yesterday.

5350

5519 Mercy M. Bland }
vs }
Martin Connor }

This day this cause is continued upon the showing of defendant at his cost for this term, It is therefor considered that the plaintiff recover of the defendant the costs of this term of court taxed at $

5457 Matilda Howell }
vs }
John Connor }

This day again came the parties by their attorneys, also the jury heretofore impaneled and sworn in this case, and the said jury having heard the remaining testimony, and arguments of counsel, and the hour of adjournment having arrived, the court discharged the jury until tommorow morning at half past Eight o'clock.

The State of Ohio }
vs } Indictment for Forgery.
Frank Standish }

And now the defendant being brought into court in charge of the Sheriff, and it appearing that he is in indigent circumstances and unable to employ counsel, the court at his request appoint W. T. Hoops Esq., as counsel for the defense.

5457

Thereupon court adjourned until 8½ oclock tommorow morning

Thursday June 7th A.D. 1888

Court convened this morning at 8½ o'clock the same officers being present as on yesterday.

5350 B. H. Warder Trustee
vs
Boanarges Green et al

On motion of the plaintiff, and on his producing the return of the Sheriff of the Sale made under the former order of this court; and the court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of this court; it is ordered that the said proceedings and Sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser B. H. Warder by deed according to law the property so sold and a writ of possession is awarded to put said purchaser in possession of said premises. It is further ordered that the clerk cause satisfaction of the Mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County.

And the court coming now to distribute the proceeds of said Sale amounting to $1339. it is ordered that the Sheriff out of the money in his hands pay; To the Treasurer of this (Union) County the taxes penalty and interest against said property, to wit; the Sum of $61.81. Second, The costs of this action taxed at $8.14. Thirdly To the plaintiff the residue of said Money amounting to $1197.05 to be applied as a credit upon his judgment against said defendant.

And there Still remaining due to the said B. H. Warder Trustee for said Mary E. Warder the Sum of $443.37, it is considered that he recover the same from the defendant Boanarges Green, and Execution is awarded therefor.

5457 Matilda Howell
vs
John Connor

This day again came the said parties by their attorneys also came the jury heretofore impaneled and Sworn, and the said jury having heard the charge of the court, retired to their room in charge of the Sheriff for deliberation. And now come the said jury with their verdict in writing signed by their foreman and say;

We, the jury, being duly impaneled and Sworn, find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant John Connor at the Sum of one Hundred dollars.

Dated June 7th 1888.

Henry Highbargin - Foreman

Thursday June 7th A. D. 1888

4476 John O Farrell vs Jacob Earstetal

This day this cause coming on for hearing on motion of the defendant to require the plaintiff to secure the costs herein on the ground that the plaintiff being a nonresident of said Union county, On consideration and the same was submitted to the court. On consideration whereof said motion was sustained, and it is hereby ordered and adjudged by the court that unless plaintiff secures the costs herein to the acceptance of the Clerk of this court within thirty days from the Entry hereof that this cause be dismissed

5546 Russel B. Thompson vs Albert McCampbell et al

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the court find that the defendants Albert McCampbell, Benjamine Daugherty and A. M. Daugherty his wife, has been duly served with Summons in this case and that they are in default for answer and demurer and that the allegations are thereby confessed by them to be true, and that there is due the plaintiff from the defendant Albert McCampbell on the promissory Note set forth in the petition with interest to the first day of this term the Sum of $3805.

The court further find that in order to secure the payment of said note the defendant Albert McCampbell executed and delivered to said Russell B. Thompson the plaintiff his certain Mortgage as in the petition described and on the premises therein described, that said Mortgage was duly recorded in Book 21 Page 535 of the records of Mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions of said Mortgage have been broken

It is therefore considered by the court that the plaintiff recover from the defendant the said Sum of $3805 and his costs herein Expended.

And it is further adjudged and decreed that unless the defendant Albert McCampbell shall within three days from the Entry of this decree pay or cause to be paid to the clerk of this court the costs of this case and to the plaintiff herein the Sum so found due as aforesaid with interest from the 21st day of May 1888 the defendants Equity of redemption be foreclosed and said premises be Sold, and that an order of Sale issue therefor to the Sheriff of Union County directing him to appraise, advertise and Sell said premises as upon Execution and report his proceedings to this court for further order.

Thereupon Court adjourned until Tommorrow Morning at 8½ Oclock

3484 5542 4911 5113

Friday June 8th A.D. 1888

Court convened this morning at Eight-½ o'clock the same officers being present as on yesterday

5248 Mary W. Davis } vs S. Davis et al }

This cause coming on for hearing upon the motion of the defendant to set aside the Sale and the motion of plaintiff to confirm Sale was submitted to the court: On consideration whereof the court do sustain the motion of defendant and and the said Sale and appraisement are hereby set aside for want of proper endorsement of the writ.

5248 Daniel Bellville } vs Emanuel Davis }

This day came the plaintiff and dismissed said cause without prejudice. It is therefore considered and adjudged by the court that this cause be dismissed without prejudice and defendant recover of plaintiff his costs herein taxed to $ -

5342 L. L. Brokaw } vs W. R. Henderson }

Leave is granted to the defendant to file answer in 30 days

4911 Amos Glover } vs Washington Davis et al }

This day by leave of the court Samuel McAdow becomes a defendant in this case and leave is granted said McAdow to file within thirty days a his supplemental cross petition making additional parties including Davis who now is in possession of the Farm in controversy and leave is granted all parties to further plead within said thirty days and this cause is Continued.

5113 W. C. & L. W. McAllister } vs N. Y. Lake Erie & W. R. R. Co }

On Motion leave was granted defendant to file answer filed, And upon Motion and Showing of the defendant this Case was Continued until next term of this court at the costs of defendant and Judgment against defendant for costs of this term.

Friday June 8th A.D. 1888.

5057 Almina Betts
vs
Newton Lingrel } Charge of Bastardy

5567

It is therefore adjudged by the court that the defendant Newton Lingrel is the reputed father of said child and that he stand charged with the maintenance thereof in the sum of one hundred and Fifty dollars, as follows $50.00 in 30 days $50.00 in eight months and $50.00 in fifteen months from the date of June 1st 1888 and also that he pay the costs of this proceeding. For all of which execution is awarded. It is further ordered that said defendant give security to the acceptance of this court for the performance of this order. And in default of such payment or security that he be committed to the jail of the county there to remain until he shall comply with the requirement of Court=

5476 Catherine M. Pierson
vs
Evan Pierson Exec &c } This day came the parties in open court and reported that they had settled this case as follows, Whereas the said John Pierson did in his last will provide for plaintiff as a residuary legatee and that the amount so willed to her and which proves to be Two Thousand dollars and More should be placed in the hands of a trustee for the use of said plaintiff during life and then to go to her heirs and whereas all the heirs and devisees of said John Pierson and prospective heirs of said plaintiff have made their request in writing that said money should be turned over to plaintiff in her own right absolutely and not to a trustee for her use. In consideration of which it was agreed that the said money shall be so turned over to said plaintiff and that in consideration thereof she releases all her claims upon said Estate for services and settles all matters named in the petition and this cause is to be dismissed at plaintiffs cost. The following being a true copy of said writing.

5376.

"To the Honorable Probate Court of Union County Ohio.

"We, the undersigned brothers and Sisters and only heirs of the said Kate Pierson hereby request that the money which upon the final settlement of the estate of Pierson deceased will be due and payable to an unnamed Trustee for the use of the said Kate Pierson be paid to Her, and that the appointment of a Trustee for her said interest be ommitted and dispensed with. Feby 1888. Signed by, Enoch Pierson, John Pierson Christiana Anderson, Mary P. Stayman, Evan Pierson E. W. Pierson Silas Pierson Jake Pierson, Margaret E. Smart, George Pierson.

The court upon report of the said Settlement, finding the above named persons are the only parties interested in said estate and that the said Settlement is reasonable does approve the same and orders it to be so recorded. It is therefore considered that this cause be, and it is hereby dismissed, all matters between the parties Settled, and cost paid.

Thereupon Court adjourned until Monday June 11th 1888 at one Oclock P.M.

5567 Viola Orr } In Union County Common Pleas.
vs. } Before Probate Judge - Temporary Injunction - June 11th 1888 -
John Orr }

This day came the plaintiff by her attorney and on his motion and affidavits herein filed, and on cause shown and it appearing to me that at this time there is no Supreme or Common pleas judge in said County;

It is ordered, that an Injunction be issued hereon enjoining the defendant from selling transfering or removing the household goods or any part of the same, or interfering with said goods in any manner whatever or with the plaintiff or the child in any manner as prayed for in said petition, until the further order of the court of Common pleas or a judge thereof, or otherwise dissolved by due course of law. No Bond Required.

Leonidas Piper
Probate Judge

Seal

Monday June 11th 1888. The Judge being absent the Sheriff adjourned court till tomorrow morning June 12th 1888 at 9 o'clock AM.

Tuesday June 12th 1888. Judge John A Price not being present at the time adjourned to met not appearing at one o'clock P.M. of that date, The Sheriff adjourned court till ~~Thursday~~ Wednesday June 13th 1888 at one o'clock P.M.

Friday June 14th 1888.

5376. Effie Shafer vs John Shafer } Now came the plaintiff, and the defendant being duly served with summons and copy of petition herein ~~having been summoned and having~~ failed to appear, the court find said him in default for answer and demurrer to said petition, and that the allegations thereof are confessed by him to be true, The Court also find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, and that by reason thereof the plaintiff is entitled to divorce as prayed for. -

It is therefore ordered and adjudged by the Court, that the Marriage Contract heretofore existing between the said Effie Shafer, and John Shafer, be, and the same is hereby dissolved, and both parties are released from the obligations thereof and that said plaintiff be restored to her Maiden name of Effie Hoelperen, and that she recover her costs herein taxed and expended at $6.70.

Wednesday June 13th A.D. 1888.

This day the court convened at One & a half o'clock P.M. The Officers present were
Hon John A. Price Judge
R. McCrory Clerk
M. Hopkins Sheriff pro
Edward W Potter Prosecuting Attorney

5566

Adeline C. Wadsworth }
vs }
5574 Martin Connor et-al }

This day this cause is continued upon the Motion and Showing of defendant- Martin Connor and at his costs. It is therefore considered that Plaintiff recover of said Martin Connor the costs of this term taxed at $

Rose Kamble }
vs }
5557 John C. Kamble }

Now comes the defendant by his attorneys and upon his motion and a good cause being Shown therefor, it is ordered and adjudged by the court that this cause be continued upon the defendants Showing and at his costs.

The State of Ohio }
vs } "Indictment for Forgery"
768 Frank Standish }

This day again came the Prosecuting attorney, on behalf of the State of Ohio, the defendant being brought into court in custody of the Sheriff, and his attorney also coming. Also came the following named persons as jurors To-wit:-

1 W. P. Hisey	5 Ruben Freshwater	9 J.B. Branston
2 Henry Morse	6 A.W. McAdow	10 James H. Thompson
3 Joseph Stiner	7 Henry Highbargin	11 Philip Vonderau and
4 J.C. McElroy	8 Asa Langstaff	12 George Harris. who were

duly impaneled and Sworn to well and truly try, and true deliverance make between the State of Ohio and the prisoner at the bar, Frank Standish and the trial proceed, and the said jury having heard the evidence and the arguments of counsel the hour of adjournment having arrived the court discharged said jury until to-morrow morning at 9 o'clock. 5393

Thereupon court adjourned until tommorow morning at 8½ o'clock A.M.-

5532,

5533,

Thursday. June 14th A. D 1888.

Court convened this morning at half past eight o'clock, the same officers being present as on yesterday.

Addie Bishop
vs
5-5-66 Charles O. Bishop

This day this cause came on to be heard on motion of the plaintiff for alimony pending suit and the same was submitted on the evidence. On consideration the court do sustain said motion, and order that the defendant pay to the plaintiff the sum of Ninety dollars as alimony pending the suit as follows: Thirty dollars in thirty days. Thirty dollars in Sixty days and thirty dollars in Ninety days from the entry of this decree.

It is therefore considered and adjudged by the court that said plaintiff do recover of said defendant said sum of Ninety dollars at the times following to wit: Thirty dollars in thirty days from the entry hereof, Thirty dollars in Sixty days from the entry hereof and Thirty dollars in Ninety days from the entry hereof and execution is awarded therefor.

J. L. Coleman
vs
John Vonderau

This day came the plaintiff by Brodrick & McCampbell his attorneys and thereupon came W. W. Merchant one of the attorneys of record of this court who by virtue of a warrant of attorney duly executed and now produced in open court and duly proven waived the issueing and service of process and entered appearance of said defendant herein, and by virtue of the same warrant of attorney confesses that there is due the plaintiff from said defendant as is alleged in said plaintiffs petition the sum of $634.95. It is therefore considered that said Plaintiff do recover of said defendant the said sum of $634.95 so as aforesaid confessed to be due, together with costs of suit to be taxed herein and with interest to be computed at the rate of Eight per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal and all right to file a petition in Error are waived.

George Caldwell
5393 vs
John Weaver

This cause came on for hearing and was argued by ~~counsel~~ the parties and by and with the consent of the court John W. Brodrick was appointed referee and Master Commissioner to hear the said upon the law and the testimony and report his finding together with the evidence to this court at its next term thereof and this cause was continued for the purpose of said hearing.

Mitchell Y Rogers
5532, vs
Elizabeth Rogers
} Divorce. See Page 509 for Entry.

Rosena Holden
5533, vs
Edmund Holden
} Divorce. See Page 509.

Thursday June 14th A.D. 1888-

748 The State of Ohio vs John Cunningham } Indictment for Assault & Battery.

The defendant having on a former day of the February term of ~~1888~~ 1888 of this court entered a plea of Guilty to the charge of the indictment in this case, appeared in court: and the court having heard the testimony adduced and being fully advised in the premises and the said defendant being ingnered of if he had anything to say why Sentence Should not be pronounced against him and having nothing to say but what he had already said. It was ordered and adjudged by the court that the defendant John Cunningham be confined in the Jail of Union County for the period of Three days and that he pay a fine of $25.00 and ~~pay~~ the cost of this prosecution, and that he Stand committed until Said fine and costs are paid. 768 5265

The State of Ohio vs Frank Standish } Indictment for Forgery

This day again came the prosecuting attorney on behalf of the State of Ohio and the defendant being brought into court in custody of the Sheriff; also came the jury heretofore impaneled and Sworn, and the said jury having heard the Charge of the court, after deliberation thereon returned the following verdict, to-wit;

We the jury in this case, find the defendant Frank Standish, Guilty, in Manner and form as he Stands charged in the Indictment, Recomended to the Mercy of the Court.

Geo Harris. Foreman.

And the said defendant being informed by the court of the verdict of the jury and inquired of if he had anything to Say why judgment Should not be pronounced against him, and having nothing but what he had already said, It is therefore considered and adjudged by the court that the said defendant Frank Standish be imprisoned in the penitentiary of this State and kept at hard labor for the period of one year (no part of said period to be in Solitary confinement) and that he pay the costs of this prosecution, taxed at $ for which Execution is awarded. 5389

Thereupon Court adjourned until tommorow morning at 8½ Oclock.

Friday, June 15th A.D. 1888

Court convened this morning at 8½ o'clock the same officers being present as on yesterday,

768 The State of Ohio } Indictment-for Forgery
vs }
Frank Standish }

Court-allow W. S. Hoops, Esq. a fee of Twenty five dollars for defending the prisoner Frank Standish under assignment of court.

5765 David Brown }
vs }
C. J. Monroe }

This day this cause came on to be heard upon the demmurer of plaintiff to the defense to the 2nd cause of action, was argued by counsel and the court being advised in the premises, Sustain said demmurer and the defendant not desireing to amend the court thereupon ordered and adjudged that the plaintiff recover of the defendant C. J. Monroe the said Sum of $1880 with interest thereon from December 13th 1887 and by agreement of parties the 1st cause of action is dismissed and the defendant is adjudged to pay the costs in this action including the costs made before the Justice of the peace and the defendant C. J. Monroe hereby give notice that he has a judgment against the said David Brown for $20.50. a Transcript of which is filed with the clerk of this court and that he the said C. J. Monroe expects to apply to this court to have said judgment to offset plaintiffs judgment herein.

5389 Malanchan Worthington }
vs }
S. H. Kilbury }

This day came the plaintiff and dismissed this cause without prejudice to a new action at his cost and cost paid. Motion to remove papers from the file overruled, No Record to be made,

Friday June 15th A. D. 1888.

5557 Emma Eversole }
vs }
Calvin Eversole et al }

On motion of the plaintiff and good cause being shown therefor it is ordered that an injunction be allowed to issue herein without bond, enjoining the said defendants Calvin Eversole, Charles B. Smith, D. A. Kramer, Platt & Williams, Ed Waly, H. Harper & Co, David McClung, Sardius Ward, Harvey Davis, J. T. Black, McClure, Loomis & Griswold, Jacob Kramer, J. P. McDowell and John Riley from taking under writ of attachment or otherwise interfering in any manner with the personal property described in the petition or any other property of said Calvin Eversole which has been seized by said John Riley defendant under writs of attachment issued by said J. P. McDowell J. P. defendant in suits brought by the other defendants viz: Charles B. Smith, D. A. Kramer, Platt & Williams, Ed Waly & Harper & Co, David McClung, Sardius Ward, Harvey Davis, J. T. Black, McClure, Loomis & Griswold, Jacob Kramer against said Calvin Eversole and which suits are still pending until the further order of this court;

It is further ordered that John Riley be and he is hereby appointed receiver in this cause to take possession of all the property of said Calvin Eversole so taken in attachment and hold the same until the further order of the court, and it is ordered that the undertaking of the said John Riley be given in the sum of $1000, with security to the approval of the Clerk. And it is further ordered that the said Receiver leave said property on the farm where it now is in Jerome township Union county Ohio lately occupied by said Calvin Eversole and shall permit the said Emma Eversole to use the same reasonably and carefully but not to remove it from said premises. 5497

Nothing in this order contained shall prevent said defendants from prosecuting their said suits against said Calvin Eversole before said J. P. McDowell Justice of the peace to judgment; but after said judgments shall have been obtained no further proceedings shall be had in said suits until further order of this court; and the said defendants except Calvin Eversole waive summons and enter their appearance herein.

5369

5579

Friday June 15th A D. 1888-

5369 Mariah Mahaffy
vs
James I. Mahaffy

This day this cause come on to be heard upon the petition of plaintiff for a divorce and for alimony against the said defendant James I. Mahaffy and the court after hearing the evidence finds the facts stated in plaintiffs petition to be true and that the marriage relation existing between the parties should be dissolved, It is therefore ordered decreed and adjudged that the said marriage contract and marriage relation existing between the plaintiff and the defendant be and the same is hereby dissolved annuled and set aside. And it is further ordered decreed and adjudged that the plaintiff be allowed as Alimony, and that the defendant pay her as alimony in addition to the alimony heretofore allowed in this case as alimony pending suit as follows- 1st She is to hold and retain as her own the personal property heretofore allowed and adjudged to her at the October term of this court 1887- 2d That defendant pay to plaintiff the sum of Three Thousand dollars ($3000.00)- And it is further adjudged that plaintiff out of the Monies so decreed to her pay the costs of this action taxed at $

Further it is ordered and decreed that said Alimony is to be in full satisfaction of the inchoate right of dower of the plaintiff Mariah Mahaffy in the real estate of said J. W. Mahaffy and the assignee of said J. I. Mahaffy is authorized to deliver said personal property to said plaintiff without being further liable to account for said property and said assignee is authorized to sell said lands free and clear of all claim of dower of said plaintiff-

5497 Sarah Yates
vs
Ichabod Franklin et al

This day the death of Ichabod Franklin is suggested and leave is granted to plaintiff and to Simpson to bring in the necessary parties in consequence of said death, and farther leave is granted to said Simpson to amend his answer in 60 days from June 13th 1888 and cause continued-

5379 Mercy M Bland
vs
Martin Connor

This day this cause is continued upon the motion and showing of defendant and at his costs It is therefore considered and adjudged that the plaintiff recover of defendant her cost of this term taxed at $

Friday June 15th A. D. 1888

Anna Fogarty }
vs }
5279 Charles Ellis Surviving &c }

This day this cause come on to be heard upon the demurrer of defendant- filed herein on May 21st 1888 to the amended petition of plaintiff, and was argued by counsel. On consideration whereof the court find said demurrer well taken and sustains the same. And the plaintiff not desiring or asking leave to amend her petition or to further plead it is considered and ordered that said petition be dismissed at the cost of plaintiff. It is therefore considered and adjudged that the defendant recover of the plaintiff his costs in this behalf expended taxed at $ To all of which rulings, decisions and judgment the plaintiff then and there excepted.

Matilda Howell }
5457 vs }
John Connor }

This cause came on for hearing, on the motion of the defendant to set aside the verdict, and for a new trial herein, and the court on consideration thereof, does overrule the same,

It is therefore considered by the court that the said Matilda Howell recover from the said John Connor the said Sum of One hundred dollars, as heretofore, by the verdict of the jury, found due her with interest from the first day of this term together with her costs herein expended. To all of which the defendant then and there excepted.

Caleb R. Jewett }
5346 vs }
Lester Oliver et al }

This cause being heard on the demurrer to the answer the court on consideration sustains the same and the defendant is allowed to amended his answer within Thirty days.

Walter Bump }
415-82 vs }
N. Y. P. & O. R. R. Co }

This cause being heard on Motion to make the petition more definite and certain, the court on consideration thereof overrules the same and leave to answer in thirty days is granted.

Supreme Court of the State of Ohio

The State of Ohio
City of Columbus — January Term A.D. 1888

James B. Whelpley et al
vs
Perry Douglass et al

Error to the Circuit Court of Union County.

This cause came on to be heard upon the transcript of the record of the Circuit Court of Union County and was argued by counsel. On consideration whereof, it is ordered and adjudged by this court, that the judgment of the said circuit court be and the same is hereby affirmed, and it appearing to the court that there were reasonable grounds for this proceeding in error it is ordered that no penalty be assessed herein.

It is further ordered that the defendants in error recover from the plaintiffs in error their costs herein expended taxed at $

Ordered. That a Special mandate be sent to the court of Commonpleas of Union County to carry this judgment into execution.

Ordered. That a copy of this Entry be certified to the clerk of the circuit court of Union County for entry.

I. Urban H. Koster Clerk of the Supreme Court of Ohio do hereby certify that the foregoing entry is truly taken and correctly copied from the journal of said Court. Witness My hand and the Seal of said court this 14th day of June A.D. 1888.

Urban H. Koster. Clerk
By Horace M Crow Deputy.

(Seal)

State of Ohio
City of Columbus

Supreme Court of Ohio.

To the Honorable Court of Common Pleas.
Within and for the County of Union Greeting.

We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Supreme court of Ohio in the cause of

James B. Whelpley et al
vs
Perry Douglass et al

into Execution, the Petition in error herein and heretofore granted to the contrary notwithstanding.

Witness Urban H. Koster Clerk of our Supreme Court of Ohio at Columbus this 14th day of June 1888

Urban H. Koster Clerk
By Horace M. Crow Deputy.

(Seal)

Supreme Court of the State of Ohio

The State of Ohio } ss
City of Columbus }

January Term A.D. 1888

5524

Henry Fox
vs
John Liggett } Error to the Circuit Court of Union County.

This cause came on to be heard upon the transcript of the record of the Circuit Court of Union County and was argued by Counsel On consideration Whereof it is ordered and adjudged by this Court that the judgment of the said Circuit Court be and the same is hereby Affirmed and it appearing to the Court that there were reasonable grounds for this proceeding in Error it is ordered that no penalty be assessed herein It is further ordered that the defendant in Error recover from the plaintiff in Error his costs herein Expended taxed at $

5316

Ordered That a Special Mandate be Sent to the Court of Common Pleas of Union County to carry this judgment into Execution.

Ordered That a copy of this Entry be certified to the Clerk of the Circuit Court of Union county for Entry"

I Urban H. Hester Clerk of the Supreme Court of Ohio, do hereby certify that the foregoing Entry is truly taken and correctly copied from the Journal of said Court. Witness my hand the Seal of said Court this 14th day of June A.D. 1888.

(Seal)

Urban H. Hester. Clerk
By Horace M. Brow Deputy

State of Ohio } Supreme Court of Ohio.
City of Columbus }

To the Honorable Court of Common Pleas Within and for the County of Union Ohio. Greeting:

We do hereby command you, that you proceed without delay, to carry the within and foregoing judgment of our Supreme Court Ohio, in the cause of

Henry Fox

vs

John Liggett

into Execution, the Petition in Error herein and heretofore granted, to the contrary notwithstanding.

5062.

Witness, Urban H. Hester Clerk of our said Supreme Court of Ohio at Columbus this 14th day of June 1888.

Urban H. Hester Clerk
By Horace M. Brow. Deputy.

Clerk's costs $5.00 Paid by Cameron

Friday June 15th A.D. 1888.

5524 Andrew Moore vs John Lake, admr

This day this cause came on to be heard upon the motion of the plaintiff to confirm the finding and award of the Referees to whom this cause was by the parties referred and the court being fully advised in the premises sustain said motion and said award is hereby confirmed, and it is further ordered and adjudged by the court that the plaintiff recover of the defendant the said sum of $492.50 as awarded by said referees, deducting however from said amount the sum of $ being the amount of certain notes held by said administrator against the plaintiff and said defendant is adjudged to pay the costs of this proceeding including costs before Referees

5306 D. A. Rickman & T. M. Rickman vs The Dwelling house Ins Co of Boston Mass

This day this cause came on for trial and neither party demanding a jury and a jury being waived said cause was submitted to the court upon the issues joined and the court being fully advised in the premises do find for the plaintiffs and assess their damages at $562.63

It is thereupon considered and adjudged that the plaintiffs recover of the defendant said sum of $562.63 their damages herein and their costs herein taxed at $

To which judgment and finding of the court the defendant excepts and thereupon said defendants came by its attorneys and moved the court for a new trial herein which motion was by the court overruled To all of which ruling of the court the defendant excepts and asks and obtains leave of the court for 30 days from this date to prepare and file his bill of exceptions herein and the clerk of this court is required to keep the records of said case open for 30 days for the purpose of said bill of exceptions.

5062. George W. McAchling vs John Newlove et al } No

This day came this cause on to be heard upon the pleadings of the parties and the evidence, and was argued by Counsel and submitted, On Consideration whereof, the court being fully advised in the premises, finds in favour of the defendant Mary M Newlove, and against the said plaintiff upon the issue joined between them, and that at the time of signing said note the said Mary M Newlove did not intend to, and did not bind herself for the payment of the same, and that the lands in the petition described are not charged with the payment of the same,

It is therefore adjudged by the Court that the attachment heretofore issued in this case, be and the same is discharged and the cause dismissed —

And it is further ordered and decreed that the said Mary M Newlove recover of the plaintiff her costs herein

Taxed at $- Therefore the plaintiff gave notice of his intention to appeal this cause to the circuit-court.. and the court here fixed the bond for appeal at $200

Henry Biggs.
vs
James Wright
5570. This entry is of the proceedings of the Court, of common Pleas held July 16th 1888. See page 504. this vol.

Now comes the plaintiff herein, and the defendant being in default for answer and demurrer. the court find that the allegations of the petition are confessed to be true, and find that the defendant herein is indebted to said plaintiff in the sum of $173.80 with interest at 8% from the 16th day of June 1888,

It is therefore considered by the court that the said plaintiff recover from said defendant the said sum of $173.80 and interest at 8% from June 16th 1888, and his costs herein expended and Taxed at $-

June 14th 1888

Eliza McCarty
vs
Ralph D. McCarty.

Now comes the plaintiff and the defendant having been duly served with Summons and copy of the petition herein and having failed to appear the court find him in default for answer and demurrer to said petition 5530.
and that the allegations thereof are by him confessed to be true.
The court also further find that the defendant has been guilty of gross neglect of duty as alleged in the petition from the evidence adduced in this case.

It is therefore ordered and adjudged by the court that the marriage relation heretofore existing between Eliza McCarty and Ralph D McCarty be and the same is hereby dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody, care education and control of the said children of the parties hereto be until further ordered by the court confided to the said Eliza McCarty and that the defendant be permitted at all proper times to visit the said children.
and that the plaintiff recover her costs herein expended taxed at $ -

Court adjourned at 2 oclock P.M. today, to the 16th day of July A.D. 1888. at one oclock P.M.

Charles McCune
vs
Henry Caline

This cause is of the proceedings of the Commons Pleas of the 16th of July 1885, See page 504 this vol.

This cause come on to be heard on the return of the Sheriff of the writ of execution issued herein with his report of his proceedings and Sale of lands and tenements under said writ, and the court having carefully examined the said proceedings, being satisfied that the said Sale has in all respects been made in conformity to the provissions of the Statute in Such cases made and provided, finds the same to be legal, and does therefore approve and confirm the Same,

It is further ordered that the Sheriff make to the purchaser Charles McCune a deed in fee simple for the lands and tenements So Sold to wit, All of Lot No 61. in the village of Unionville center, and known as the Writtenhouse lot, in the Township of Darby, county of Union and State of Ohio and the said purchaser is hereby Subrogated to all the rights of any lienholder who Shall be satisfied herein, for the protection of his title,

And a writ of possession is awarded to put the said purchaser in possession of his said premeses, and the court coming to the distribution of the purchase money in the hands of the Sheriff, orders that he pay first to the treasurer of said county, Taxes and penalty due upon the property So Sold the Sum of $, Second to the clerk of this court the costs of this action Taxed at $, Third to the plaintiff herein the ballance of the money from said Sale,

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5530, Marion Johnson
vs
J W Tilton, Mayor et al

This cause is of the proceedings of the court of Commons Pleas of July 16th 1885,

This cause being heard on demurrer to the petition, the court in consideration thereof Sustains the said demurrer And thereupon the plaintiff failing to plead further it is considered by the court that the defendant go hence without day and recover from the plaintiff his costs herein expended

To all of which ruling and judgment of the Court the plaintiff excepts,

June 21st AD 1888.

Viola D Orr
vs
John Orr

Common Pleas of Union County
Ohio. Allowance of Alimony.

This cause came on for hearing on the application of the plaintiff for Alimony pending the suit, was submitted to the hunerable John A Price Judge of Said Court, at Chambers in accordence with notice duly served on defendants upon affidavits and pleadings, On consideration whereof the said plaintiff is allowed alimony pending Suit, in the Sume of Seventy five dollars payable as follows, to-wit -

Twenty five dollars in thirty days from entry hereof
Twenty five dollars in Sixty days from entry hereof.
Twenty five dollars in Ninety days from entry hereof.

Done at Chambers at Bellefountaine Ohio, this 7th day of June AD 1888.

John A Price Judge,

State of Ohio,
City of Columbus

Supreme Court of the State of Ohio.
of the Term of January AD 1888.
Tuesday June 5th 1888.

A.B. Witter
vs
H.C. Witter et. al,

Error to the Circuit Court of
Union County Ohio,

Ordered by the court that this Cause be and the Same is hereby dismissed for failure to file printed Record

I Urban H Hester Clerk of the Supreme court of the State of Ohio, do hereby certify that the foregoing Entry is truely taken and correctly copied from the records of Said Court: to wit: from Order Book No 10, page 590.

In Witness whereof I have hereunto Subscribed my name and affixed the Seal of Said Supreme Court, this 15th day of June AD 1888.

Seal

Urban H Hester - Clerk
By Horace M Crow Deputy,

Monday June 25th 1888.

State of Ohio, Union County ss } In Probate Court May Term 1888.

Viola D Orr, } Journal Vol 10. Page 85, —
vs
John Orr. } Certified Copy of Journal Entry,
application for appointment of Receiver.

This day came the plaintiff, and the defendant having been duly notified as heretofore required, and failing to appear there being no Supreme or Common Pleas judge present in the County, this cause came on to be heard upon the plaintiffs application for a receiver herein; and it being made to appear that the plaintiff is entitled to have a receiver appointed, this action being a proper one for such appointment. It is hereby ordered that Marion Hopkins Sheriff for the time being be appointed receiver in said action without further Bond, and he is hereby appointed such receiver herein for the following goods and chattles To wit: "One Organ, Carpets for several Rooms, One wood Cooking Stove, one gasolene Stove, Sofa Set, (Sofa & Chairs) Several beds, One marble Top Stand Sofa, — Kitchen Furniture in the dwelling of Defendant belonging to him, at the Commencement of this action, or that may be under his control, Said Marion Hopkins to take charge of and to hold said property until the further order of the Court of Common Pleas in Said County, — And the said John Orr is hereby restrained from transfering or disposing of said property or in any manner interfering therewith until further orders in the premises.

State of Ohio, Union County ss. }

I Leonidas Piper, Probate Judge, of the Probate Court, within and for said County and in whose Custody the files, Journals and records of Said Court are required by the laws of the State of Ohio to be kept, hereby Certify that the foregoing is taken and Copied from the Journal of the proceedings of the probate Court within and for Said County in the Matter of Viola D Orr, against John Orr, and that said foregoing Copy has been Compared by me with the original entry on Said Journal No 10 Page 85, and that the same is a correct and full transcript thereof.

In Testimony whereof, I have hereunto Subscribed My name officially, and affixed the seal of said court, at the Court-House in Marysville in Said County this 25th day of June A D 1888.

Leonidas Piper Probate Judge.

Tuesday, June 26th A.D. 1888.

In the Matter of the Guardianship of Alfred H. Fenner, a Minor.

Final Account.

This day Anne L. Piper, Guardian of Alfred H. Fenner, a Minor, and presented his final account of his guardianship of said Alfred H. Fenner duly certified.

Whereupon the Court being fully advised in the premises do order the same filed and further that the same be advertised for hearing on Monday July 16th A.D. 1888 at one o'clock P.M. 5448

In Union County Common Pleas.
Before Probate Judge,
Temporary Injunction
June 26th 1888.

Mary A. Jones
vs
Wm. T. Jones and
Morris W. Hill, assignee
of Wm. T. Jones

This day came the Plaintiff by her attorneys and on her motion and affidavit herein filed, and on good cause shown and it appearing to me at this time there is no Supreme or Common Pleas Judge in the county.

It is ordered that an Injunction be issued herein enjoining the defendant from disposing of, or in any manner encumbering the property in the petition described, and from interfering in any manner with plaintiffs use of Household Goods. as prayed for in said petition, until the further order of the Court of Common Pleas or a Judge thereof or otherwise dissolved by due course of law. 5447

No Bond Required and its issuance directed.

Leander Piper Probate Judge

Filed

Monday, July 16th 1888. one o clock P.M.

Court convined this P.M. Pursuant to adjournment. Officers Present— John A Price judge.- Edward W Porter Prosecuting attorney, and Marion Hopkins Sheriff.
Attest R.H Crory Clerk.

5448 Mary H Bradbery
vs
S. Davis et. al.

This day came on this cause to be heard on the motion to confirm the sale made of the land in the petition described July 14th 1888 and the court finding the said Sales regular do confirm the same, and the court order and decree that said Sales be confirmed and the Sheriff of this county execute to the said purchasers a deed in fee simple for the parcels of land by them respectively purchased Conveying the interest of all of the parties herein. And the Court order that out of the purchase money the Sheriff pay the taxes now due on said land up to June 20th 1888.— The costs expended in these proceedings, and the ballance to be paid to said parties holding said notes, in the order of their comming due, as far as said purchase money may go. in Satisfaction of said notes Secured by said Mortgage.— And the said Sheriff is authorized and directed to give possession of said lands to said purchasers respectively

5472 Timothy Fahey
vs
Robert H Brestow
and Wife

This day this cause cameon to be heard upon the report of the Sheriff, of a Sale by him Made under a former order of the court and upon motion to confirm the same. And the court here having Carefully examined the proceedings of the said Sheriff, and finding the same to have been had in all respects in conformity to law and the former orders of the court; do approve and confirm the same and said Sheriff is ordered by deed in fee simple to convey said premises to James H Scott the purchaser.

And the Court coming now to distribute the proceeds of such Sale amounting to the Sum of $200.00 do order the said Sheriff, out of the moneys in his hands, to pay- ——
First— the Taxes, now due and a lein upon said premises to-wit the Sum of $ 22.56
„Second" The costs and increase costs of this proceeding taxed at $.36.80 and Third to the plaintiff the ballance of said proceeds to apply on the amount hereinbefore found due him herein. And it appearing to the court that the amount of said proceeds are insufficient to pay the said plaintiffs Claim in full, on motion of plaintiff it is ordered that an execution issue for—

Monday. July 16th A.D. 1888.

the ballence of his said claims as hereinbefore found due him.

Sheriffs order

To the Honorable John A Price, Judge
Union County
To M Hopkins Sheriff. Dr

To Serving one venire for petit jury 20 names.	7	50
" " " " " Grand "	4	50
" 110 miles Travil Serving Grand jury witnesses	8	80
" Service on J. " " " "		70
" Seven Copies of Subpoenas for " "		70
" J T Wall Deputy, attending Court 20 days .	40	00
" A Hopkins " " " " "	40	00
" Mrs D F M Victorick 24 meals for Jury, in case of State vs Standlestin. @ 35 per meal	8	40.
Total	110	60

I hereby certify the above account to be Correct
M Hopkins Sheriff.
July 16th 1888 — Approved and ordered paid.
Clerk will Make proper entry,
John A. Price Judge,

5257 McCune Lewis and Griswold
vs
D W Ayers.

Now Comes the plaintiff and moves the Court for a "nunc pro tunc," order in the above case for a Journal entry in the same and the Court being fully advised in the premises grants the same,

The plaintiffs by their attorney and also personally, Came the defendant D W Ayers, and with the assent of plaintiff the said D W Ayers confesses in open court, that he is justly indebted to said plaintiffs in the Sum of $176 25/100

It is therefore ordered by the Court, that the said plaintiffs recover from said defendant the Sum of $176 25/100 with 6 % interest from the first day of July A D 1888, Together with Costs taxed at $—

5545.

5545, Mary J Wharton
vs
William Clapham
Home Building and
Loan Association
Company of Marysville
Ohio, and others defendants

This Cause now coming on for hearing on the cross petition of the defendant, the Home building and loan association of Marysville Ohio and the evidence,

The court find that the defendant William Clapham, and Maggie Clapham his wife have been duly Served with Summons in this case, and that they are in default for answer and demurrer, and that the allegations of the answer are thereby confessed by them to be true.

The Court further find that the defendant has failed to pay the plaintiff the weekly installments of dues, premiums, and interest as in the petition set forth, and there is due to said plaintiff as dues to the date of this decree the sum of $38 50 As premiums, the Sum of $43 89/100, As interest the sum of $21 11/100 and as fines for the non payment of dues the sum of $7 70/100 Making in all the sum of $111 20/100. —

The Court further find that in order to Secure the regular payment of said dues, and other installments as well as those hereinafter to become due, The said William Clapham and Maggie Clapham his wife, Executed and delivered to this defendant their certain Mortgage in the petition described That said Mortgage was on the 14th day of May A.D 1884 duly filed for record with the Recorder of Union County Ohio, And duly recorded in Vol 19 page 484 of the records of Mortgages of Said County, and that the same is a good and valid first lien on the premises described in the petition

It is therefore Considered by the Court, that unless the defendants Shall within one day from the entry hereof pay or cause to be paid to the said Home building and Loan Assbciation company defendant the said Sum of $111 20 So found due and to the clerk of this Court the costs taxed at $ The defendants Equity of redemption be foreclosed, and said premises be sold, and that an order of Sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and Sell said premises as upon Execution, and return his proceedings to this Court for further order.

5545. Mary J Wharton vs William Clapham et al

On Motion of the plaintiff and on her producing the return of the Sheriff of the Sale made under the former order of this court

And the court on careful examination of the proceedings of the said Sheriff, being Satisfied that the Same have been had in all respects in conformity with law, and the rules of this Court it is ordered that the said proceedings and Sale be, and they are hereby approved and confirmed — And it is further ordered that the said Sheriff convey to the purchaser, by deed according to law the property So Sold, and the said purchaser is hereby Subrogated to all the rights of the said lein Holders in said premises So far as they may be paid herein, for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the clerk cause Satisfaction of the mortgage herein Sued on to be entered on the record thereof

In the office of the County Recorders of Seneca County

And the court coming now to distribute the proceeds of said Sale amounting to $2[illegible]75 100. It is ordered that the Sheriff, out of the money in his hands, pay first, to the Treasurer of this County the taxes, penalty and interest against said property To wit- the Sum of $ Secondly- The costs of this action taxed at $. - And the court find that there is due to the Home Building and Loan Association Company of Marysville Ohio, on the Mortgage set up in its cross petition the Sum of $231 37/100 and that said sum is the next best lien upon the said premises, It is therefore ordered that said Sheriff pay, Thirdly to said the Home Building and Loan association Company of Marysville Ohio, or to E E Cole its Attorney the said Sum of $231 37, and Fourthly To Said Mary J Wharton

5496

5509.

A. B. Robinson &
J H Robinson
partners in the name of
Robinson & Robinson
vs
Hiram Orton and
May Orton

July 16th 1888.

This day came the plaintiff and made proof of publication, whereupon the court find, that said defendants have been duly notified by publication of the pendency of this action and that said defendants are in default, and that said writ of attachment was lawfully issued, and levied upon the property described in said writ of attachment, and the said defendants not demanding a jury, this cause was submitted to the court by the plaintiffs, whereupon the court being fully advised in the premises do find that there is due plaintiff from said May Orton, wife of said Hiram Orton the Sum of one hundred and five dollars and Sixty three cents, ($105 63/100) on said note as alleged in said petition, which Sum by virtue of said levy in attachment is a lein on said real Estate, Seized as aforesaid, Wherefore it is Considered and ordered and adjudged by the court that plaintiff recover of said May Orton said Sum of $105 63/100 with 8 per cent interest thereon and the costs herein taxed to $ —.

5405.

And further it is ordered and decreed that if said May Orton, Shall for ninety days fail to pay said Sum, and interest, and cost, that an order of Sale issue to the Sheriff of this County Commanding him to appraise, advertise and Sell said real estate in the said writ described, to-wit the interest of said May Orton therein as one of the heirs of Aaron Doolittle deceased and report his proceedings to this Court,

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Monday July 16th A D 1888.

5496 Amanda Freshwater et al,
vs.
David B Freshwater et al,

This day came the plaintiffs and filed the written release, and satisfaction of the proceedings of the court in this case, of the date of July 16th 1888, releasing all claim they have, or have in expectancy in in the premises in the said petition described; and thereupon all the parties to said petition being found by the court to be properly in court, duly notified and duly waiving further notice, and on the motion of all the said parties to confirm the several Sales made in this case and the court being fully advised in the premises, do sustain said Motion and the Sales aforesaid made herein as reported by the Sheriff; being all found to be regular: the Court doth confirm each and all of them. — It is therefore considered ordered and adjudged by the court that all the proceedings, and Sales of real estate in this cause be, and they are hereby confirmed and approved and the Sheriff of this County authorized and ordered to execute to each of said purchasers, in fee simple according to lein the lots which were sold to such purchaser respectively, and take mortgages and notes for the defered payments, according to lein to the several heirs, and out of the first payment of the purchase money he pay the taxes due June 20th 1888, and prior thereto, and also the costs of this proceeding, including an attorney fee of $35.00 to B F Freshwater Esq and $30.00 attorney fee to James H Robinson and H J King and the ballance he pay in equal parts to said several heirs of Wm Freshwater as herein before found by the court to be their shares and the said Sheriff is authorized and empowered to deliver possession of said premises to said purchasers. respectively, if they have not already had possession.

5405. Abram Sharp
vs.
Ed A Goff et al.

This day came on this cause to be heard by the court, on the motion of the defendants to set aside the Sale made in this case of the real Estate in the petition described, and on the motion of plaintiff to confirm said Sale, Whereupon the court being fully advised in the premises do find in favour of the plaintiff, and overruled said Motion to set aside said Sale, And confirmed said Sale, And thereupon, it is ordered and decreed by the court that the Sheriff of this County Execute and deliver to to said purchaser a deed in fee Simple for said real estate conveying to him in fee the interest of all of said defendants, and that he deliver to plaintiff possession of said premises, And the court order that the costs of this proceeding and the Taxes now due on said land June 20th 1888, be paid and the ballance of the purchase applied on plaintiffs decree

Monday July 16th A D 1888.

Caleb R Jewett. vs. Lester Oliver and W F Langstaff | And now comes the plaintiff by his attorney, and the defendants, being in default for answer and demurrer — The Court find that the allegations of the petition are confessed by them to be true and that they are indebted to the plaintiff in the sum of six hundred and forty eight dollars and thirty four cents, ($648 34)

It is therefore considered by the court that the said plaintiff Caleb R Jewett, recover from the defendants, Lester Oliver and W F Langstaff, the said sum of six hundred and forty eight dollars and thirty four cents ($648 34) and his costs herein expended, and it being further made to appear to the Court that the defendant W F Langstaff, signed the note here sued on as surety for his co defendant, the Court find that Lester Oliver is principal debtor and W F Langstaff surety in the above Judgment, And it is ordered that execution issue accordingly,

5498. Lucy Guy vs Elezabeth Hains et al | This cause came on to be heard on the return of the Sheriff of the writ of Execution issued herein, with his report of his proceedings and Sale of lands and tenements under said writ, And the court having carefully examined the said proceedings, being satisfied that the said Sale has, in all respects been made in conformity to the provisions of the Statute in such cases made and provided, finds the same to be legal, and does therefore approve and confirm the same it is further ordered, that the Sheriff, make the purchaser Ephraim Conf are a deed for the lands and tenements so sold, to wit — In the town of Newton — Being lot No 17, in said town, except 20 feet off of the North End, on which there is a Store House; and a writ of possession is awarded to put the said purchaser in possession of said premises, to issue after 30 days from this date

And the court coming now to the distribution of the purchase money in the hands of the Sheriff orders that he pay. — First — To the Treasurer of this County, the Taxes and penalty due upon the property so sold to wit — $ Second, to the clerk of this court the Costs of this action taxed at $. Third, to the Plaintiff Lucy Guy the amount of the judgment herein rendered with interest to this date to wit the sum of $. And Fourth to P C Adams the ballance of said purchase money to wit the sum of $ —

5547.

5587.

Monday July 16th A.D. 1888.

5548. Martha J Bodley
vs
Frank Bodley.

Now comes the plaintiff by her attorney and offer proof of publication of the pendancy and prayer of the petition herein; and the court finding said publication, and proofs in all respects regular and according to law, do hereby approve and confirm the same,

And thereupon this cause coming on for hearing was submitted to the court upon the petition and evidence; On consideration whereof the Court find, That the plaintiff at the time of filing her said petition had been a resident of the State of Ohio for more than one year preceding the same, And was at the time a bona fide resident of this County of Huron And that the cause of complaint took place in this County, and that the parties hereto were Married as stated in said petition

The court further find; upon the evidence adduced, that the defendant has been guilty of wilful ~~absence~~ from the plaintiff for more than three years prior to the filing of this petition in this case, and that by reason thereof the plaintiff is entitled to a divorce as prayed for,

It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between Martha J Bodley and Frank Bodley be, and the same is hereby dissolved, and both parties are released from the obligations of the same,

It is further ordered that the custody, care, Education and control of the said children of the parties hereto be, until the further order, confided to the said Martha J. Bodley exclusively, and the said Frank Bodley is hereby enjoined from interfering in any manner with either of said Children or with the plaintiff in custody of them,

It is further ordered that the plaintiff pay the costs of this proceeding, and execution is awarded.

5584. Isaac Broderick jr
vs
Lottie Dines

This day came the plaintiff by Broderick & McCampbell his attorneys, And thereupon came T J Arthur one of the attorneys of record of this court, who, by virtue of a warrant of attorney duly executed and now produced in open court and duly proven, waived the issuing and service of process, and entered the appearance of said defendant herein, and by virtue of the same warrant of attorney confesses that there is due ~~from~~ said defendant to said plaintiff, as is alledged in said plaintiffs petition, the sum of $340 54, And it is therefore considered that said plaintiff do recover of said defendant the said sum of $340 54 so as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of Eight per cent per annum, And by virtue of said warrant of attorney, all errors are released and all right of appeal, and all rights to file ~~error~~ a petition in error are waived

Monday July 16th A D 1888.

5587. Timothy Fahey vs D J Carter Benjamin Carter J R Dickson and Samuel Bell

This day came the plaintiff by his attorney W E Schofield and thereupon came Edward E Cole, one of the attorneys of record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff, as is alledged in said plaintiffs petition the sum of $304.22, It is therefore considered that said plaintiff do recover of said defendant the said sum of $304.22 as aforesaid confessed to be due, together with costs of suit herein to be taxed and interest to be computed at the rate of 8% per centum per annum and by virtue of said warrant of attorney all errors are released, and all right of appeal and all right to file a petition in error are waived.

5585.

5586. W T Wood vs Philip C Adams, and J W Paterick

This day came the plaintiff by F T Arthur attorney, and thereupon came John H Broderick one of the attorneys of record of this court, who who by virtue of a warrant of attorney duly executed, and now produced in open court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of attorney confesses that there due from said defendant to said plaintiff as alledged in said plaintiffs petition the sum of $149.20 It is therefore considered that said plaintiff recover of said defendant the sum of $149.20 as aforesaid confessed to be due, together with costs of suit herein to be taxed and with interest to be computed at the rate of 8% per centum per Annum, And by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

5569

5588. The Farmers Bank, vs D N Lightle B F Van Cleve J H Van Cleve Amos Jackson

This day came the plaintiff by Broderick & McCampbell its attorneys and thereupon came F T Arthur one of

Monday, July 16th A D 1888.

the attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and Service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendants to said plaintiff, the sum of $365.00 It is therefore considered that said plaintiff recover of said defendants the said Sum of $365.00 so as aforesaid confessed to be due, together with costs of Suit herein, to be taxed and with interest to be computed at the rate of 8% per Centum per annum. And by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

The State of Ohio. Union County, Court of Common Pleas

5585. In the matter of the Settlement of Lemidas Piper, Guardian of Alferd H Fenner, the court here finds all of the matters and things set out in said account correct and right, and orders that an order of final Settlement of said accounts be entered herein and to all questions of distribution or of transferring of the money of said ward to his present guardian, George Fenner the same is continued.

5569 J G Coleman vs John Vanderau } This day came the plaintiff by Brodrick & McCampbell his attorneys, and thereupon came W W Merchant, one of the attorneys of Record in this Court, who by virtue of a warrant of attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of defendant herein. And by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff as is alledged in said plaintiffs petition the Sum of $6.34 25 It is therefore considered that said plaintiff do recover of said defendant the said sum of $6.34 25 So as aforesaid confessed to be due, together with Costs of suit herein to be taxed and with interest to be computed at the rate of eight per centum per annum, and by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file petition in error are waived.

This entry is also on page 481 — Indexed on opposite page

Monday July 16th AD 1888.

5490 Lincoln O Thomas
vs
James Mc Kersey

This day this cause came on to be heard upon the motion of the plaintiff to confirm the Sale, and the court being fully advised in the premises, And it appearing to the court that said Sale had, was in all respects regular and according to law, and the order of the court: do Sustain said motion, and said Sale is hereby confirmed, and said Sheriff is hereby ordered to convey said premises to the purchaser Lincoln E. Thomas upon his payment of the amount for which said premises were sold, to him, And the court coming now to the distribution of the proceeds of said Sale, Said Sheriff is ordered to pay out of the proceeds of said Sale,

I. The costs in this case taxed at $. . II the taxes, if any said sale amounting to $. . III To Timothy Fahey $195.00 Amount due him, and IV. The Ballance if any to the plaintiff Lincoln E Thomas,

5465, David V. Brown
vs
C J Monroe

This day, this cause came on to be heard upon the motion of defendant to offset a Judgment for $70.00 costs obtained by him against plaintiff before H. A. Hall J.P. of Jackson Township, against the payment of costs, obtained by plaintiff against defendant, in this court And was argued by counsil for both parties, and the court hearing Evidence, and being fully advised in the premises do sustain said motion as follows, It is thereupon ordered and adjudged by the court, that So much of said Judgment obtained by defendant against plaintiff be Set off and applied upon the said Judgment obtained in this court by plaintiff against defendant, as will equal the ballance of Judgment of plaintiff against defendant after deducting attorneys to R R Kerr plaintiffs attorney a fee of ten dollars,

I acknowledge the receipt of the above $10, from defendant, this 16th day of July 1888.
R R Kerr,
No Record

No 5570 Henry Biggs
vs
James Wright
For entry see page 490

5502 Charles McClure
vs
Henry Caline
For entry see page 491

5557

5537. Rosa M Gamble
vs
John C. Gamble
Catherine Wingfield
George Gamble
Elmer Gamble
Lotora Gamble
Frankie Gamble
A. Johnson Bird

Union Common Pleas.
Decree ordering assignment of Dower.

This cause being heard on the demurer of plaintiff to the answer of defendants John C. Gamble and Elmer Gamble, George Gamble & Catherine Wingfield the court on consideration thereof sustains the same and the defendants not asking to plead further, thereupon this cause coming on to be heard upon the petition of plaintiff the answer of the Guardian ad Litum for the Minor defendants Frankie Gamble & Lotora Gamble and the proofs and the cause being submitted to the court, the court find that all the defendants have been duly served with Summons and that the defendant A. Johnson Bird is in default for answer or demurer; and the court find that the allegations of the petition are true, and that the plaintiff is the widow of Samuel Gamble who died on the 28th day of October 1887, and who ceased to be the owner of the 50 acre tract (the 3d tract) described in the petition on the 31st day of July 1884, and the court further find that the defendant A. Johnson Bird is in possession of the 3d described 50 acre tract in the petition described, claiming to own the same in fee Simple and has so been in possession since the 31st day of July 1884. The court further find that the plaintiff was married to the said Samuel Gamble as in her petition set forth and that the said Samuel Gamble is now deceased; that during said Coverture the said Samuel Gamble from whom the title of said A. Johnson Bird is derived was seized of the said real estate, viz; the 50 acres third tract described in the petition as an estate of inheritance, and that on the 31st day of July 1884, said Samuel Gamble, bargained and sold by a written agreement said land to the said A. Johnson Bird and that plaintiff was no party to said Sale nor her right of dower in said land effected thereby and that said Sale did not bar her right of dower in said premises, and that She is Entitled to have the same set off and assigned to her as prayed for in her said petition. And the court find that as such widow plaintiff is entitled to dower in all the other real estate described in her said petition,

It is therefore considered and adjudged and decreed by the court that the said plaintiff be endowed of one full Equal third part of the premises described in the petition, and that a writ issue to the Sheriff of Union County Commanding him that by the oaths of Jas A. Henderson, John T. Moore and Jas B. Norris three judicious disinterested men of the vicinity in said county who are not of kin to either of the parties and who are hereby appointed commissioners for that purpose, he cause to be set off and assigned to the plaintiff her dower in manner as above ordered, and that of such proceedings, together with said commissioners appraisement of the yearly net value of said real estate Estimated from the 28th day of April 1888 to the day of such assignment of Dower. The said commissioners and the said Sheriff make return without unnecessary delay, And thereupon said defendants gave notice of appeal and the court fixed the bond for appeal at $150.00

James McCloud vs. David McCloud et. al. } In Union County Common Pleas Court,

Whereas at the January term AD 1883 of Said Court, an order of distribution was had in the above case and Said order erroneously called for Sums in excess of proceeds to be distributed The court on motion for a nunc-pro-tunc. order herein does name, at the May 1888 term, hereby proceed to make Said order as it Should have been made, at Said term, — And the court coming now to distribute Said fund in the hands of the clerk (Sheriff) So order that he pay the Same, — 1st To the treasurer of this county $2 35/100 taxes. 2d the costs of this action taxed at $87 5/10 including a counsil fee of $20.00 to plaintiffs attorney, — 3d To Laura McCloud, widow the sum of $57.85 that being the amount which the court finds as the value in money of her dower interest in Said premises, — 4th To Laura Blue the sum of $8.83
5th to David Blue the Sum of $8.83 — 6th to Olive Blue the Sum of $8.83 5599.
7th Cora V Blue the Sum of $8.83 — 8th To George Blue the Sum of $8.83
9th To Eva V Blue the Sum of $8.83 — 10th To Francis McCloud the sum of $53.05
11th To Corydon McCloud the sum of $53.05 — 12th To Charles McCloud the Sum of $53.05
13th To Marion Eby. the Sum of $53.05 — 14th To A E McCloud the Sum of $53.05
15th To David McCloud the Sum of $53.05

The Said James McCloud having paid into the court the sum of $472.70 whereas he should have paid $480.27 being the amount of the apportionment of Said real estate less his Share, the court finds there is $7.57 Still due from the Said James McCloud or his Estate, 5610

The Court of Common Pleas adjourned this 16th day of July, at 4 P.M. until tomorrow.
Attest. PE McCormy Clerk

5502, C B Thompson vs B P Lyon } Now comes the plaintiff herein and the defendant being in default for answer and demurrer, the court finds that the allegations of the petition are confessed by him to be true, The court further find that the defendant executed to the plaintiff the four Several promisory notes as Set forth in the petition, That three of Said notes were past due, when the petition was filed, that one has become due since that time, The court further find that there is due to the plaintiff from the defendant on Said notes described in Said petition, with interest from the first day of this term the Sum of $1107.32 — The court further find that in order to Secure to plaintiff the payment of Said Several notes, the defendant B P Lyon and Elizabeth Lyon, his wife executed and delivered to Said C B Thompson their certain mortgage as in the petition described, and on the premises therein described. That Said mortgage was duly recorded in Book 19. Page 347. of the records of mortgages of Union County Ohio, and is the first and best lein on the premises, described in the petition, It is therefore considered and adjudged that unless the defendant B.P. Lyon Shall within three days, from the entry of this decree pay or cause to be paid to the clerk of this court the costs of this case, and to the plaintiff herein the amount so found due as aforesaid with interest at 6% from the 21st day of May 1888 — according to the terms of Said Mortgage deed the defendants redemption be foreclosed, and Said premises Shall be sold, and an order of Sale Shall issue thereupon

To the Sheriff of Union County directing him to sell Said premises as upon execution and bring the proceeds into this court for further order,

In vacation

Tuesday August 7th 1888,

Frank M Cameron
vs
John Swain jr. and
others.

It being duly made to appear to the court that the names and residences of the heirs of John Swan, are unknown to the plaintiff, it is ordered that notice of the pending and prayer of this Cause be made on them by publication, in the same manner, and for the same time, as in case of other non-resident defendants

August 7th 1888.

John A Price
Judge of the Court of Common Pleas.

5599. Frank M Cameron
vs
John Swan Et al

On the 10th day of august AD 1888. the plaintiff delivered to the clerk of this court Copies of the printers notice together with proper postage, and Said notices were duly Mailed to said defendants Same day,

5610 J R Converse
vs
Marion Hopkins
Sheriff of Union Co

Before Probate Judge.
Temporary Injunction, August 11th AD 1888

This day come the plaintiff by his attorney and on his motion and affidavits herein filed, and on good cause Shown, and it appearing to me that at this time there is no Supreme or Common Pleas Judge in Said County. It is Ordered that an injunction be issued herein enjoining the defendant from making any levy upon the property of the defendant or in any manner interfering with the plaintiff or his property as prayed for in said petition, until the further order of the Court of Common Pleas or a judge thereof, or otherwise dissolved by due course of law, upon the plaintiff executing and undertaking in the sum of $100 conditioned according to law, with sureties to be approved of the clerk of the Court of Common Pleas

Filed aug 18th 1888.

L Piper Probate Judge

August 28th AD 1888-

The Chicago St Louis and Pittsburg Rail Roads vs W E Dunifee W B Dunifee A Mark et al and N P Gilliland Cmr

In Union County Common Pleas Before Probate Judge,

Temporary Injunction August 28th 1888.

5532.

This day came the plaintiff by his attorneys and on his motion and affidavits herein filed, and on good cause Shown and it appearing to me that at this time there is no Supreme or common pleas Judge in said county-

It is ordered that an injunction be issued herein enjoining the defendant from Seizing, or levying upon or attempting to Seize or levy upon any of the property of the plaintiff to Satisfy the judgment in the petition Set forth, as prayed for in said petition until the further order of the Court of Common Pleas, or a Judge thereof or otherwise dissolved by due course of law, upon the plaintiff executing and undertaking in the Sum of $100, conditioned according to law with Sureties to be approved by the Clerk of the Court of Common Pleas,

5533.

Leonidas Piper Judge Probate Judge,

In Union County Common Pleas.

Winget Herriman vs. Patrick McGraw et al, } Before Probate Judge Temporary Injunction, September 5th 1888,

This day came the plaintiff by his attorney, and on his motion and affidavits filed herein, and on good cause Shown, and it appearing to me at this time that there is no Supreme or Common Pleas Judge in Said County, It is ordered that an injunction be issued herein enjoining the defendant from Selling and disposing of any of Said Corn or the potatoes, or annual Crops produced on Said farm as described in the petition and as prayed for in Said petition, until the further order of the Court of Common Pleas or a Judge thereof, or otherwise dissolved by due course of law; Upon the plaintiff executing an undertaking in the Sum of $100. conditioned according to law, with Sureties to the approval of the Clerk of the Court of Common Pleas,

Leonidas Piper Probate Judge.

These cases following, are here entered as of June 14th 1888 May terms, See Page 481. This vol,

5532, Mitchell S Rogers vs Elizabeth L Rogers } Now comes the plaintiff, and the defendant having been duly served with a summons and copy of the petition herein, and having failed to appear. The court find the defendant in default for answer and demurrer to to said petition, and find the aligations thereof are confessed by her to be true; The Court also find that the plaintiff at the time of feling his petition, had been a resident of the State of Ohio, for one year next preceding the same, and was at the time a bona fide resident of this County, of Union, and that the parties hereto were married as in said petition set forth. — The court further find upon the evidence adduced that the defendant has been guilty of wilful absence for more than three years, and that by reason thereof the plaintiff is entitled to a divorce as prayed for,

It is, therefore ordered and adjudged by the court, that the marriage contract heretofore existing between the said Mitchell S Rogers and Elizabeth L Rogers be and the same is hereby dissolved and both parties are relieved from the obligations of the same. It is further ordered by the court that the plaintiff pay the costs of this action,

This case is here entered as of June 14th 1888 See 481.

5533, Roxana Holden vs Edmund B Holden } Now comes the plaintiff, the defendant having been legally served summoned by publcation and having failed to appear, The court find the defendant in default for answer and demurrer, to said petition, and find the aligations thereof confessed by him to be true, The Court also find that the plaintiff at the time of filing his petition had been a resident of the state of Ohio for one year next preceding the same and was at that time a bona-fide resident of the County of Union, And that the parties were married as in said petition set forth, The Court further finds upon the evidence adduced, that the defendant has been guilty of Gross neglect of duty, as set forth in the petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for in said petition, It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Roxana Holden and Edmund Holden be and the same is hereby dissolved and both parties are released from the obligations of the same,

It is further ordered that the custody care, education and controll of the said infant child of the parties be until further order of consided to the plaintiff, And the defendant is hereby enjoined from interfering in any manner with the said infant child, or with the plaintiff in the custody of said child,

It is further ordered by the Court that the plaintiff pay the costs of this action,

In Vacation.

August 24th 1888. The following entry was filed. To wit:

It appearing Shown to my Satisfaction that Marion Hopkins Sheriff of Union County Ohio, is a party defendant in a Cause pending in the Court of Common Pleas of Said County wherein J R Converse is plaintiff and the said Marion Hopkins defendant, is incompetent to Serve process in said case by reason of his interest therein; It is ordered that Thomas Martin be and he is hereby appointed to Serve process in Said Cause, upon giving bond Conditioned for the faithful performance of his duties in the Sum of $50.00 and taking the oath of Office required by Law,

Done at Chambers August 22nd 1884,

John A Price Judge of
Court of Common Pleas,

Monday. July 16th 1888,

5487 George Carpenter Guardn
vs
Samuel Bowdre Guardn

This Cause was this day Dismissed at the cost of the plaintiff, Guardian of Estella Sullivan a minor

In Vacation.

Mandate from The Circuit Court.

State of Ohio, Union County ss } Circuit Court.
Union County Ohio,

At a term of the Circuit Court, within and for the County of Union in the State of Ohio began and held before

Hon John J Moore
" Thomas J Beer } Presiding Judges.
" Henry H Seney

at Marysville on the 25th day of September A D 1888, Among other proceedings then and there had by and before said Court, as appears by its journal were the following to

No 67 C.C. } R P Lowe }
" 5284 C.P. } vs. } D C Fay and Mary A Fay }

This day came the parties in person, and by their attorneys, and Submitted the cause to the Court, on the petition answer and reply and upon the testimony and argument, Whereupon the Court being fully advised in the premises, do find for the plaintiff on the issue joined between the parties

And therefore it is considered ordered and ad,- judged by the Court that, unless the defendant within ninety days pay to the plaintiff the Sum of five hundred and thirty eight and 80/100 dollars with 8% interest from January 22d 1887 together with the costs in said Judgment Taxed at $ and together with the costs taxed in this Court to $. That the deed made by D.C. Fay to his wife Mary A Fay be set aside and held for naught as against the said Judgment and costs due plaintiff from D.C. Fay as alleged in his petition, and that an order of Sale issue to the Sheriff of this County, commanding him to proceed according to law to sell the land in said petition described to satisfy said Sum and interest and costs, and costs that may accrue, — And it is ordered that this cause be remanded to the Court of Common Pleas, of this County to carry into effect this decree, — And it ordered that in case defendant pay said Sum, and interest and costs as above Specified, that said deed and conveyance remain undisturbed and in full force,

To all of which ruling, order and judgment the defendants then and there excepted, Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry,

I Robt McCorry clerk of the Circuit Court of Ohio, within and for Union County do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court, Witness my hand and the Seal of Said Court this 9th day of Oct A D 1888.

R McCorry clerk of Circuit Court

State of Ohio County of Union } Circuit Court of Ohio, within and for Union County,

To the Honorable Court of Common Pleas, within and for the County of Union, Ohio Greeting

See margin.

We do hereby command you that the within and foregoing Judgment under Circuit Court, in the Cause of D C Fay and Mary A Fay vs. D C Fay and Mary A Fay into execution, Witness R McCorry Clerk of said Court, and the Seal thereof, at Marysville this 9th day of Oct A D 1888. R McCorry Clerk

In Vacation.

Mandate from the Circuit Court.

State of Ohio } Circuit Court
Union County, ss. } Union County

At a term of the Circuit Court within and for the County of Union in the State of Ohio, began and held before

How John J Moore
" Thomas J Beer
" Henry W Seney,

} Presiding Judges

At Marysville, on the 25th day of September A D 1888, among other proceedings then and there had by and before said Court, as appears by its Journal were the following Viz —

No 7-3, Ann Fogarty
vs
Charles Phillis Survivor &c

} In Error.

This day came this cause on for hearing upon the petition in error the transcript and the original papers and pleadings from the Court of Common Pleas of Union County, and was argued by counsel, On Consideration whereof the Court find there is no error apparent on the record in said proceedings and judgment. First

It is therefore considered by the Court that the judgment aforesaid be, and the same is hereby affirmed, and that the defendant in error recover from the plaintiff in error his costs herein expended and taxed at $. It is further ordered that a Special Mandate be sent to said Court of Common pleas, to carry this judgment into execution. Second,

To which decision and judgment of affirmance the plaintiff in error excepts,

Ordered, that a Special Mandate be sent to the Court of Common Pleas of said County to carry this Judgment for Costs into execution Third

Ordered that a copy of this entry be certified to the clerk of the court of Common Pleas of said County for entry &c,

Witness my hand and the seal of said Court
[Seal] this 28th day of September A D 1888. Fourth,

R M'Cerry Clerk of Circuit Court —

State of Ohio } Circuit Court of Ohio,
Union County ss } within and for Union County, Fifth

To the Honorable Court of Common Pleas within and for the County of Union, Ohio Greeting,

We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of, Ann Fogarty, Vs Charles Phillis survivor, into execution

[Seal] Witness R M'Cerry clerk of our said Circuit Court at Marysville Ohio this 28th day of Sept A D 1888 R M'Cerry clerk

In Vacation

Mandate from the Circuit Court of Union County, Ohio,

State of Ohio, Union County ss}

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, begun and held before,

"How John J Moore
" Thomas J Bear
" Henry A Seney
} Presiding Judges.

at Marysville on the 26th day of September AD 1888, among other proceedings then and there had, by and before said Court, as appears by its journal were the following,

No 6966 } John Robinson.
No 5442 C.P. } vs
Samuel Bruce Robinson et al.

This day came the parties by their attorneys, and this cause was submitted to the Court upon the pleadings and the evidence, upon consideration whereof The Court do find, that the defendant Susannah Robinson is the owner in fee of the undivided 8/14 of the entire premises described in the petition,

That the defendant Samuel B Robinson is the owner in fee of the 6/14 of the entire premises described in the petition, subject to the dower interest of the defendant Susannah Robinson

First — That there is due the said plaintiff upon the first cause of action alleged in the petition $1169 64/100 which sum draws interest at the rate of 8% per annum, and is the first best lien upon the entire premises described in the petition

Second, — That there is due the plaintiff upon the second cause of action alleged in the petition $180 33/100 which sum draws interest at the rate of 8% per annum and is the second best lien upon the undivided 6/14 of said premises, being the premises owned by Samuel B Robinson, subject to the dower interest of Susannah Robinson.

Third — That there is due the said plaintiff upon the third cause of action alleged in the petition $1309 20/100 which sum draws interest at the rate of 8% per cent per annum and is the second best lien on the undivided 7/14 of said premises; said 7/14 being a part of the premises owned by Susannah Robinson.

Fourth, — That there is due the plaintiff upon the four cause of action alleged in the petition $373 17/100 which sum draws interest at the rate of 8% per annum and is the third best lien upon the undivided 7/14 of said premises, said 7/14 being part of the premises owned by Susannah Robinson

Fifth — That there is due the said plaintiff upon the fifth cause of action alleged in the petition $2958 18/100 with interest at the rate of 8% per annum and is the third best lien, upon the undivided 6/14 of said premises being the premises owned by Samuel B Robinson subject to the dower interest of Susannah Robinson.

That the said Susannah Robinson is entitled to dower in any surplus that may remain upon the sale of the undivided 6/14 of said premises, being the premises owned by Samuel B Robinson after

Satisfying the first-best lein described in the first cause of action

Decree, It is therefore ordered, adjudged and decreed That upon failure to pay to said plaintiff the respective Sums due him as aforesaid, together with the costs of this action within thirty days from the rising of the Court, that an order issue to the Sheriff of Union County. Commanding him to appraise advertise and Sell as upon execution the following described premises to-wit

Being Virginia Military Survey No—

Beginning at a Hickory Sugar, and Lynn, upper corner on the creek to John Avery's Survey No 881, Running N 53° E 137 poles to two red oaks and a white oak in the center of the orgeinal Survey; Thence N 37 1/4 W 95 poles to a stake white oak and maple in the South line of a lot of land owned by John Robinson; thence S 80° W. 36 1/2 poles to a blue ash and Sugar tree, corner to Thomas Robinsons Land on the creek, thence down the creek S 12° E 12 poles; thence S 80° E 110 poles; thence N 53° E 180 poles to the beginning,

And that out of the proceeds arising from the Sale of said premises, he pay first the costs of this action, and that out of the 9/14 the proceeds remaining he pay. First the amount due plaintiff upon the first cause of action

Second The Dower interest of Susannah Robinson, estimated upon the remainder, according to the annuity tables

Third The amount due plaintiff upon the Second and fifth Causes of Action

Fourth The ballance to James Black,

And that out of the 7/14 of the proceeds remaining after deducting costs, he pay,

First the Amount due plaintiff upon the first cause of action, if the same is not paid and Satisfied as aforesaid.

Second The amount due plaintiff upon the third and fourth Causes of action

Third The ballance to John R Taylor, Guardian &c, and that out of the 1/4 of the proceeds remaining, after deducting costs he pay

First The amount due plaintiff upon the first cause of action, if the Same is not paid and satisfied as aforesaid

Second The Ballance to John R Taylor Guardian &c,

It is further ordered that a Special Mandate be sent to the Court of Common Pleas to Carry this decree into effect,

Ordered that a Copy of this entry be certified to the Clerk of the Court of Common pleas of Said County for entry

I R M Corry Clerk of the Circuit Court of Ohio within and for the County of Union do hereby certify that the foregoing entry is truly taken, and correctly copied form the Journal of Said Court.

Witness My hand and Seal of Said Court this 10th day of October A D, 1888

R M Corry clerk of Circuit Court,

State of Ohio, County of Union } Circuit Court of Ohio, Within and for Union County,

To the Honorable Court of Common Pleas, within and for the County of Union Ohio, Greeting

We do hereby command you that you proceed without delay to carry the within and foregoing judgment, of our Circuit Court, into the cause of

John Robinson

vs

Samuel Bruce Robinson et al } into execution

Witness R McCorry, Clerk of Said Circuit Court, at Marysville, Ohio, this 10th day of October A D, 1883.

R McCorry — Clerk.

Mandate From the Circuit Court

State of Ohio, Union County ss } Circuit Court, Union County Ohio.

At a term of the Circuit Court within and for the County of Union in the State of Ohio, began and held before

Hon John J Moore, }
" Thomas J Beer } Presiding Judges.
" Henry W Seney }

No 72 C.C. } E J Evans
" 5428 C P. } vs } In error
Julia B Simpson }

This cause came on for hearing upon the petition in error, the Transcript and original papers and pleadings from the Court of Common Pleas of Union County, and was argued by Counsel, on Consideration Whereof the court finds there is no error apparent on the record in said proceedings and judgment.

It is therefore considered by the Court that the judgment be and the same is hereby affirmed, and the defendant in error, recover from the plaintiff in error her costs herein taxed at $

It is further ordered that a Special mandate be sent to the Court of Common Pleas of Union County, for execution, and for further proceedings upon said judgment. To all of which the plaintiff in error excepted and does now except.

Ordered that a copy of this entry be certified to the Clerk of the Court of common Pleas of Said County for entry.

I Robt McCorry Clerk of the Circuit Court of Ohio, within and for the County of Union, do hereby certify that the foregoing entry is truly and correctly taken and copied from the journal of Said Court

Witness My hand and the Seal of Said Court this 9th day of Oct A D 1883

R McCorry Clerk Circuit Court,

Seal

State of Ohio Union County ss. } Circuit Court of Ohio, Within and for Union County,

To The Honorable Court of Common Pleas within and For The County of Union Ohio Greting,

We do hereby command you, that you proceed without delay to carry the within and foregoing Judgment of our Circuit Court in the Cause of

E J Evans vs Julia B Simpson, - Into Execution,

Witness R M'Curry, Clerk of our Said Court at Marysville Ohio, This 9th day of October A D 1888,
{Seal.}

R M'Curry clerk,

July 17th 1888,

No 5591

Berry P Stewart, Abraham Brobeck, and John L Wenner et al vs The Board of County Commissioners of Union County Ohio,

Before The Probate Judge

Temporary Injunction,

This day came the plaintiff by his attorneys and on his motion and affidavits herein filed, and no good Cause Shown, and it appearing to me that at this time there is no Supreme or Common Pleas Judge in Said County, It is ordered that an Injunction be issued herein enjoining the defendant, from taking any Steps or doing any further act or thing whatever towards the collection of any assessments, made upon the lands for the construction of Said Gravel Road, as prayed for in said petition, until the further order of the Court of Common Pleas, or a Judge thereof, or otherwise dissolved by due course of law, upon the plaintiffs executing an undertaking in the Sum of $300.00 conditioned according to law, with Sureties to be approved of the clerk of the Court of Common Pleas,

Leonidas Piper. Probate Judge,

Dw Vacation

October 9th A.D. 1888. The following entry was feled Towit:

Leonidas Piper Guardian
of
Alferd H Fenner
} Dw.

State of Ohio, Union County ss:

No 5585

This day all the questions in regard to the transfer of the money from the Guardianship of Leonidas Piper the present Guardian of Alferd H Fenner, Minor heir of George M Fenner, to said George M Fenner the present Guardian, by the appointment of the Probate Court of Hodgeman County Kansas have been settled, And I Jason D Morse, Representative and Trustee of said Alferd H Fenner, consent to said transfer of said money, the same having been secured to the full satisfaction of myself and all others interested in said work

Marysville Ohio, Oct 6th A.D 1888.

J D Morse

John W Broderick atty,

The foregoing settlement and agreement to the transfer of money is approved by me and the clerk of the Court of Commons Pleas of Union County Ohio. is directed to enter the above agreement, and this approval of the same, on the journal of said Court.

Done at chambers this 8th day of October A.D 1888,

John A Price

Judge of Court of Commons Pleas

2d Subdivision - 10th Judicial

District of Ohio,

July 28th. 1888.

Berry P Stewart et al,

vs

Board of County Commissioners of Union County et al

} Dw Probate Court.

Temporary Injunction.

This day came the plaintiff by his attorneys, and this motion and affidavit herein filed, and in good Cause shown, and it appearing to me that ~~there is~~ at this time, no Supreme, or Common Pleas Judge in said County.

It is ordered, that an injunction be issued herein enjoining the defendant from taking any steps or doing any ~~thing~~ further act or thing whatever towards the collection of any of the assessments made upon the lands in the petition mentioned, as prayed for in said petition, until the further order of the Court of Common Pleas or a Judge thereof, or otherwise dissolved by due Course of Law, upon the plaintiff executing an undertaking in the sum of $300.00 conditioned according to law, with Sureties to the approval of the Clerk of the Court of Common Pleas.

L Piper, Probate Judge,

Decl

Be it Remembered, That at a Meeting of the Judges of the Court of Common pleas of the tenth Judicial District of the State of Ohio held in Findlay in the County of Hancock and in the State of Ohio, on the third Tuesday of October A.D. 1888 to fix the times for commencing the terms of Court in said district for the year 1889. all of the said Judges being present; It was ordered; That terms of Court in the Several Counties of the tenth Judicial district of the State of Ohio during the year 1889. be held at and from the dates following Commencing at the hour of Eight o'clock in the Morning of said Several days. to wit:

In Crawford	County	January 2d	April 8	September 16
In Hancock	County	January 14	April 8	September 23
In Hardin	County	February 25	May 20	November 11
In Logan	County	January 14	April 15	September 16
In Marion	6			
In Marion	County	February 11	May 6	October 21
In Seneca	County	January 14	April 8	September 23
In Union	County	March 4th	May 27th	November 4
In Wood	County	February 25	May 20	November 11
In Wyandot	County	March 11	June 3	November 18.

In testimony of which we have hereto Set our hands on the date herein Set forth

John A. Rice
J. H. Ridgely
Caleb H. Norris
Geo. F. Pendleton
} Judges

Clerk. Will publish above in two (2) papers for three (3) Consecutive Weeks -

John A Price, Judge.

5621

Moonday October 29th A. D. 1888

The State of Ohio, County of Union ss.

This Separate Session of the Court of Common Pleas of the 10th Judicial District of the State of Ohio within and for the County of Union for the Term of October A. D 1888 held at the Court-house in the Village of Marysville, County and State aforesaid on the 29th day of October 1888

Hon C. H. Norris Judge
Marion Hopkins Sheriff

Attest- R. McCrory Clerk
By W. M. Weigel- deputy.

The Venire facias for a grand jury, heretofore issued and returnable this day at 10 Oclock A. M. was duly returned by the Sheriff with his endorsement thereon, as follows, to wit:-

Oct- 1st- 1888. Served the within named jurors personally-

M. Hopkins Sheriff

And upon calling the same in open court; George Neutzel, John Gray, Jasper Converse, Joseph Cooper, S. D. Mitchel, J. M. Martin, D. S. Beardsley, Luther Buffington, Simeon Adams, W. B. Ballinger, Evan T. Jones, W. R. Cox, W. N Bradley Amon Davis and A. A. Burroughs, and the panel being full the court appointed John Gray Foreman of the grand jury, and he, with his fellow-jurors took the oaths in manner and form as prescribed by Law; and the said jury being instructed by the court in relation to their duties, were conducted to their room attended by the Sheriff, for deliberation- The following named persons compose the grand jury.

1	John Gray Foreman of grand jury.	9	Simeon Adams
2	George Neutzel	10	W. B. Ballinger
3	Jasper Converse	11	Evan T. Jones
4	Joseph Cooper	12	W. R. Cox
5	S. D. Mitchel	13	W. N. Bradley
6	J. M. Martin	14	Amon Davis
7	D. S. Beardsley	15	A. A. Burroughs.
8	Luther Buffington		

5621 J R Day vs P. S. Haynegar } on motion to the court it is ordered that the plaintiff secure the cost in this case by Nov ember 24th 1888.

Monday October 29th AD 1888.

No 5637. Tefft Weller & Co vs Charles Mayer } Now comes the plaintiff by their attorneys, and the defendant being in default for answer and demurer, the court finds that the allegations of the petition are confessed by them to be true and that he is indebted to the plaintiffs in the sum of $1420.37 with interest at six percent from Oct 29th 1888.

It is therefore considered by the court that the said plaintiffs Tefft Weller & Co, recover from the said defendant Charles Mayer the said sum of Fourteen hundred and twenty dolars and thirty seven cents, with interest at 6%, and his costs herein expended

No 5638 363

No 5629. Thomas H Preston vs David Mulford et al } This day this cause is settled at the costs of the defendant David Mulford. It is therefore considered and adjudged by the court that the said defendant David Mulford pay the costs herein taxed to $. and by agreement of the parties no record of this cause is to be made

No 5615

No 5628

No 5679. Bank of Richwood vs George Clark et al } This day came the plaintiffs by S.S. Gardner their attorney, and filed their petition against said defendants, and thereupon Edward Ebole, an attorney at law of this court by virtue of a warrant of attorney for that purpose, duly executed by said defendants, now produced in open Court, proven shown to the court, and filed with the Clerk thereof, appeared in open court in behalf of said defendants, waived the issuing and service of process entered the appearance of said defendants herein, and acknowledged that said defendants did owe, and were indebted unto the plaintiffs as they have in their petition alleged by virtue of said warrant of attorney, confessed that there was due from said defendants to said plaintiffs on said indebtedness the sum of one hundred and Ten and 80/100 dollars bearing interest at the rate of 8 per cent per annum, and that said plaintiffs ought to recover of said defendants a judgments for that sum, It is therefore considered by the court here that the said Bank of Richwood Plaintiffs do recover of the said George Clark and Senior Devitt, defendants, the sum of one hundred and ten and 80/100 dollars so confessed as aforesaid, with interest at the rate of 8% per annum from October 29th A D 1888, and also costs in their behalf expended, taxed at $. And by virtue of said warrant of attorney, all errors in this action, judgment and proceedings, and all proceedings, petitions and writs of error thereon, are by said defendants waived and released

5628

A. G. Boring }
5631 vs }
E. P. Rogers et al }

This cause coming on this day to be heard, and jury being waived, was submitted to the court upon the pleadings and the evidence and the defendants being in default for answer and demurrer the court find that the allegations of the petition are confessed by them to be true, and the court find that the defendants E. P. Rogers and G. G. Rogers are indebted to the plaintiff A. G. Boring in the sum of Nine Hundred and Sixty three dollars and Sixteen cents.

It is therefore considered by the court that the said plaintiff recover from the defendants the said sum of $963 16/100 dollars and his costs herein expended taxed at $

Mary Roberts }
No 5615 vs }
Wm H. Crary et al }

On Motion leave is granted to Isaac Willett in the above action to file answer by Nov 3d 1888

Israel Penrose }
5628 vs }
Amos B. Ebright et al }

On Motion it is ordered that the defendant Phineas Bell have leave to file answer and cross petition by Nov 3d 1888

Israel Penrose }
5628 vs }
Amos Ebright et al }

This cause now coming on for hearing on the the petition of the plaintiff and the evidence the court find that the defendant Amos B. Ebright has been duly served with Summons in this case and that he is in default for answer and demurrer and that the allegations of the petition are thereby confessed by him to be true, and that there is due the plaintiff from the defendant Amos B. Ebright on the promissory notes set forth in the petition with interest to the first day of this term the sum of Six hundred and Eleven dollars and Ninety Seven cents with Eight per cent interest from the date of this decree. The court further find that in order to secure the payment of said notes the defendant Amos B. Ebright and Loyda Ebright his wife executed and delivered to said Israel Penrose the plaintiff their certain Mortgage as in the petition described and on the premises therein described that said Mortgage was

Monday Oct 29th A D 1888

duly Recorded in Book 22 Page 159 of the Records of Mortgages of Union County and is a good and Valid lien on the premises described in the petition, and that the conditions of said Mortgage have been Broken -

It is therefore considered by the court - that the plaintiff Recover from the defendant - the said Sum of Six hundred and Eleven dollars & Ninety Seven cents with interest at 8% and his cost herein expended, and it is further adjudged and decreed that unless the defendant - Amos B Bright shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this court - the costs of this case, and to the plaintiff herein the Sum so found due aforesaid with interest - from the 29th day of October 1888 at 8% the defendants Equity of redemption be foreclosed and said premises be sold and that an order of Sale issue therefor to the Sheriff of Union county directing him to appraise advertise and Sell said premises as upon Execution and Report his proceedings to this court for further order -

5575 J. G. Coleman
vs
John Vonderan et al

On Motion to the court - by the plaintiff and the court finding that all the defendant had been duly notified herein it is ordered by the court that Marion Hopkins be appointed Receiver to take charge of all the personal property, Moneys, Credits accounts, books and Notes due or to become due the firm of Dolbear & Vonderan. Said Receiver to give bond with Surety approved by the Clerk of this court in the Sum of Five Thousand dollars. Said Receiver is authorized and empowered to Sell at private Sale all the perishable property in his possession as such Receiver and the said defendant - Sarhene W. Dolbear and John Vanderan are temporaly enjoined from interfering with said property or from disposing of or in any way incumbering the Same until further order of this court - All Moneys received by the said Receiver to be retained by him until further order of this court - 5594

5508 Mary A Jones
vs
William T Jones

This day came the parties and declared this cause settled upon the following terms to wit, Said plaintiff Shall dismiss this action and said plaintiff Shall pay the costs. It is therefore considered by the court that the plaintiff recover of the defendant her costs herein expended taxed to $.

5526. Evan T Jones
vs
Wm T Jones et al

For entry See Page 537

Tuesday October 30th AD 1888

Court convened this morning at 8½ O'clock pursuant to adjournment: the same officers being present as on Yesterday.

This day appeared at the bar of this Court the Grand Jury heretofore impanelled and Sworn, in & for the body of the County aforesaid. viz:

1 John Gray
2 George Neutze
3 Jasper Converse
4 Joseph Cooper
5 S. D. Mitchel
6 J. W. Martin
7 Z. S. Beardsley
8 Luther Buffington
9 Simeon Adams
10 W. B. Ballinger
11 Evan T. Jones
12 W. R. Cox
13 W. H. Bradley
14 Amon Davis and
15 A. A. Burroughs.

And presented their certain bill of Indictment against David McGraw, Henry Mitchel and Charles Doty for "Pocket-Picking" indorsed a True bill John Gray Foreman of the Grand Jury. And also their certain bill of Indictment against Eddie Miller for Shooting with intent to kill, Indorsed "A True Bill" John Gray Foreman of Grand Jury."

5594 Trustees of Oberlin University
vs
A. H. Brightler et. als

This day came the parties to this suit and leave was given to the defendants The Home building and loan association to file its cross petition, and thereupon the Court being fully advised in the premises, do find that there is due to the plaintiff from A. H. Brightler on the Mortgage duly signed by himself and himself and his wife Laura C. Brightler the Sum of one thousand dollars with interest since Dec 30th A. D. 1886 at Eight per cent payable Semi-annually and which Mortgage the Court find is the best and first lien on said premises in the petition described as alleged in the said petition. Therefore it ordered and decreed by the Court that the plaintiff recover of said defendant A. H. Brightler said Sum and interest now amounting on this 29th day of Oct. 1888 to the Sum of $1151.52 and costs herein expended taxed to $ And it is further ordered and decreed by the Court that if the said defendants fail to pay said Sum of Eleven hundred and fifty-one & 52/100 dollars so found due to the plaintiff together with 8% interest thereon and the costs aforesaid in five days that an order of Sale issue to the Sheriff of this County commanding him to appraise advertise and Sell according to law the said premises to satisfy said decree and report at this term of this Court.

Tuesday October 30th A. D. 1888

5536 Michael Body
vs
Edward Body et-al

This day came the parties and the court find that all the parties dependants have been duly served with process and duly notified of this proceeding, and thereupon the court being fully advised in the premises do find that the plaintiff is entitled to partition of the premises in the Petition described as he has prayed for and that Margaret Body is Entitled to dower therein, and the dependants are tenants in common with plaintiff and Entitled each to hold one Eighth of said premises Subject to said dower.

It is therefore ordered and adjudged by the court that the Sheriff by the oaths of A. S. Mowry James B. Whelpley & J. D. Riches three disinterested free holders not of Kin to Either of said parties proceed and assign to said widow Margaret Body the one third of said premises as her dower thereon, and by the like oaths set off to the plaintiff one eighth of said premised Subject to said dower and to Edward Body one eighth. Clarissa B. Herbert one Eighth Thomas Body one eighth. John Body one Eighth Aurora Cain one Eighth William Body one eighth and Richard Body one Eighths of said premises Subject to said dower. And in case said premises will not bear partition without manifest injury that they return that fact with an appraisement of said premises at this term of the court.

4911 Amos Glover
vs
Washington Davis et-al

This day came the parties and submitted this cause to the court and the said Burgess Davis having disclaimed in his answer that he has any interest in said Barn and he now having consented that the said Samuel McAdow may remove said Barn from his premises on which it is placed and it appearing that he is not at fault in the removal of said Barn from the premises of Mortgagee and it appearing that said Barn was a part of said premises and went to the said Samuel McAdow under his said purchase of said premises and his deed therefor.

It is therefore by the consent of all the parties herein ordered and decreed by the court that the said Samuel McAdow have control said Barn with the leave of said Burgess Davis his heirs and assigns to remove the same from the said Burgess Davis premises at any time it will not materially injure his premises or crops, and it appearing that said Burgess Davis was not at fault in the removal of said Barn and had no responsibility thereon he is not to pay any costs or damages and by the agreement of said parties the court orders said McAdow to pay the costs expended under his Supplemental petition and as to all other matters the decree of the court herein are left undisturbed and the cause is ordered left off of the Docket to be redocketed on the motion of the parties.

5579

4657

5600

3364

Tuesday Oct- 30th A D 1888

5579 John Brown
vs
Elizabeth Pound et-al

This cause coming now on for hearing on the petition and the evidence, the court find that-the defendant-Elizabeth Pound has been duly served with Summons in this case and that-She is in default-for answer or demurrer, and that-the allegations of the petition are thereby confessed to be true, and that-there is due the plaintiff from the defendant-Elizabeth Pound on the promissory note set-forth in the petition with interest-to the first-day of this term the Sum of Seven Hundred Eighty Six & 00/100 dollars, the court further find that-in order to Secure the payment-of said note the defendant-Elizabeth Pound and Andrew Pound her Husband executed and delivered to said John Brown the plaintiff their certain Mortgage in the petition described and on the premises therein described; that-said Mortgage was duly recorded in Book 2 Page 82 of the record of Mortgages of Union County and is a good and valid lien on the premises described in the petition and that-the condition in said Mortgage have been broken,

It-is therefore considered by the court-that the plaintiff recover from the defendant-the Sum of Seven Hundred Eighty Six & 00/100 Dollars and his costs herein expended, and it-is further adjudged and decreed that-unless the defendant-Elizabeth Pound shall within five days from the entry of this decree pay or cause to be paid to the clerk of this court-the costs of this case and to the plaintiff the Sum so found due as aforesaid with interest-from Oct 29, 1888 the defendants Equity of Redemption be foreclosed and said premises be Sold, and that-an order of Sale issue therefor to the Sheriff of Union County directing him to appraise advertise & Sell said premises as upon Execution and report-his proceedings to this court for further order-

Millard F. Langstaff
vs
4657 Elizabeth Mather et-al

This cause being heard on the demurrer to the Second defense of the answer the court-on consideration Sustains the Same, and the defendant-is allowed to amend his answer instanter-

Sarah C. Montgomery
vs
5600 John C. Montgomery et-als

On Motion of plaintiff and defendants this cause is consolidated with case 5608 that-her dower may be assigned to her in the case of 5608 and no record of this case No 5600 be made and the costs herein to be taxed in case No 5608 in the partition case and No 5600 to be left-off docket-as a number-

3364 Finley D. Davis vs Elijah Lister et-al- Continued

Tuesday Oct 30th 1888

5608

Ellsworth Montgomery
by R. L. Woodburn Guardian
vs
George W. Montgomery et al

5633

This day came the parties and submitted this cause to the court-on the Motion to assign dower to Sarah C. Montgomery in the petition described and Make partition of said land Subject-to Her dower, and thereupon the court being fully advised in the premises do find that-Said Sarah C Montgomery is entitled to dower in Said premises and that-plaintiff is entitled to partition thereof as prayed for and the defendants are tenants in common with him as alleged in said petition and that-the Widow Elects to take the Value of her dower in Money instead of in land in case said premises shall not-be capable of division and in case the same shall be Sold and has filed her answer to that-effect:
Therefore the court-do finding do order and decree that-William Loowe, Eli Fogle and Wm H. Bennett three disinterested freeholders not-of kin to Either of said parties assign to said Widow Sarah C. Montgomery one full third of said premises as her dower and assign and Set-off in Severality one tenth of said lands to the plaintiff Subject-to Said dower And Set-off in Severality to John C. Montgomery One tenth-To George W. Montgomery one Tenth. To Henry D. Montgomery one tenth-To William W. Montgomery one tenth-To Russell B. Montgomery one tenth. To Mary V Montgomery one tenth-Frank B. Montgomery one tenth Hugh M Montgomery one tenth To Nora D. Montgomery Married to George Irwin one tenth Thereof, And it-is further ordered that-in case Said Commissioners find that-Said lands will not-bear partition without-Manifest-injury that-in that-Event-they do not-assign dower to Said Sarah C Montgomery but-appraise Said land clear of her dower and report at-this term, and it-ordered that-a writ-of partition issue to the Sheriff commanding him by the oaths of Said Commissioners he assign Said dower and Make Said partition-

Thereupon Court-adjourned until 8½ oclock A M tomorrow.

Wednesday October 31st A.D. 1888

Court convened this morning at 8½ Oclock pursuant to adjournment the same officers being present as on yesterday-

5633 J. W. Robinson vs Esther Walker et al

This day came the parties and it appearing to the court that due notice hath been given to all of said defendants this cause is submitted to the court. Thereupon the court being fully advised in the premises do find for the plaintiff that the said Mortgage was duly Executed and recorded and there is now due to the plaintiff Four notes of one hundred dollars each with interest payable annually from March 7th 1884. and the interest payable annually on the three remaining notes of Two hundred and Sixty dollars yet to become due. The whole of said interest to March 7th 1888 amounting to $173.22 and the interest on the $400. and the $173.22 to Oct 29th 1888 is $20. making a total ~~due~~ now due $593. And there yet remains due $260. with interest thereon from March 7th 1888 all of which is the first lien on said lands in the said petition described.

It is therefore considered ordered and decreed that unless the defendants pay said sum of $593. now due and interest and costs within five days that an order of Sale issue to the Sheriff of said County of Union commanding him to appraise advertise and sell said 16½ acre lot and that at the death of Margaret J. Abrahams or whenever said Adam Wolford or the authorized Executor of said Robert N. Abrahams will shall sell 188 acres farm or whenever said farm shall be sold according to law it is ordered that out of the proceeds of such Sale. So much of the proceeds thereof be paid over to said plaintiff as shall satisfy said $593. found due and interest thereon and costs and the remaining $260. with interest from March 7th 1886 to be computed annually. But no Sale of said farm shall be made under these proceedings or decree but the plaintiffs lien on the said farm of 188 acres and on the interest and share of Esther M. Walker under said will is hereby Established and ordered to remain in full force and the said Sheriff is ordered to sell whatever of said personal property that he may find to apply as said decree and this cause is ordered to be left off the docket to be redocketed on motion of either property-

Wednesday October 31st A.D. 1888.

5554 Rachel R. Thomas vs Reuben Thomas

This day came the plaintiff and made proof to the satisfaction of the court of due notice being given to defendant. Whereupon this cause being fully heard on the evidence the court find the allegations of the petition to be true. and therefore it is ordered and adjudged by the court that the plaintiff be divorced from the defendant and the marriage contract between them be and the same is set aside and dissolved. And the custody of the child Alice Mary Thomas be given to plaintiff and that the costs be paid before the entry on the journal is made.

5243 A. T. Staley vs Allen Haines

5625

This day came the parties and submitted this case to the court on the demurrer to the amended petition of the said A. T. Staley. Whereupon the court being fully advised in the premises do overrule said demurrer. Whereupon the defendant not wishing to answer and the court finding that the plaintiff hath a right to have said judgment rendered on said cognovit be and the same is hereby set aside and held for naught and the cause be set down for trial on the docket in the name of Allen Haines against A. T. Staley To which ruling of the court and the judgment granting the new trial the said Allen Haines excepts.

Report G. J. This day appeared at the bar of this court the Grand Jury heretofore impannelled and Sworn in and for the body of the County aforesaid. Viz:

1	John Leary	Foreman	
2	George Neltze	9	Simeon Adams
3	Jasper Converse	10	W. B. Ballinger
4	Joseph Cooper	11	Evan T. Jones
5	C. D. Mitchell	12	W. R Cox
6	E. M. Martin	13	W H Beardsley
7	J. G. Beardsley	14	Amon Davis
8	Luther Buffington	15	A. A. Burroughs

and presented their certain bill of indictment against Delmore Poling for Petit Larceny, James C. Moffitt for assault and Battery, John Shiller for Forgery, and Jacob Fay McElroy for obtaining promissory note by false pretenses. Each indorsed a True Bill. John Leary Foreman of Grand Jury.

Report of Grand Jury
To the Honorable Caleb H. Norris
Judge of the court of Common Pleas Union Co Ohio

The Grand jury of the court of common pleas of said county of the October Term, 1888 beg leave to report - that they have been in session three days and herewith return to the court the indictments presented by said jury - We have carefully examined into all such matters as have legitimately come to our notice, having examined Twenty nine witnesses covering Ten cases and presented Eight bills and have ignored Two cases considered by us. During our session We have visited the county jail and made a complete Examination thereof, and find the rules prescribed by the court for the care thereof and for the government of its inmates have been carried out and properly enforced.

Respectfully Submitted
John Leary Foreman.

Oct 31st 1888.

5825 Joseph Russell
vs
George Coder et al

This cause now coming on for hearing on the petition of the plaintiff and the evidence the court find that the defendant George Coder and Elizabeth Coder have been duly served with summons in this case and the defendant Michigan Mutual Life Insurance Company has entered its appearance by heretofore by heretofore filing its cross petition herein. and that the said George Coder and Elizabeth Coder are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant George Coder on the promissory note set forth in the petition with interest to the first day of this term the sum of Eight hundred and Fourteen dollars. The court further find that in order to secure the payment of said note the defendants George Coder and Elizabeth Coder his wife executed and delivered to said Joseph Russell their certain Mortgage as in the petition described and on the premises therein described that said Mortgage was duly recordered in Book 25 page 170 of the Mortgage records of Union County Ohio and is a good and valid lien on the premises described in the petition and that the conditions in said Mortgage have broken. It is therefore considered by the court that the plaintiff recover from the defendant George Coder the sum of $ and his costs herein expended taxed at $ And it is further adjudged and decreed that unless the defendant George Coder shall within one day from the entry of this decree pay or cause to be paid to the clerk of this court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest at 8% per annum from the 29th day of October 1888 the defendants Equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union county directing him to appraise advertise and sell said premises and report his proceedings to this court for further order.

Wednesday October 31st A.D. 1888.

5104 Charles L. Stout }
vs }
Elizabeth Stout } 5615

This day this cause came on for hearing on the petition of the plaintiff, and the court after hearing the evidence and being fully advised in the premises do find for the plaintiff.

1st That the defendant has been guilty of gross neglect of duty as charged in the plaintiffs petition

2d That due service of Summons had been made on the defendant.

It is therefore ordered adjudged and decreed that the plaintiff and defendant be divorced and that the Marital relation heretofore existing between them be dissolved and that the plaintiff pay the costs of this action, upon the payment of which this decree to be Entered.

5502 C. B. Thompson }
vs }
B. P. Leyon et al } 5683

On Motion of the plaintiff and on this proceeding the return of the Sheriff of the Sale made under the former order of this court and the court on careful Examination of the proceedings of the Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of the court, it is ordered that the said proceedings and Sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser C. B. Thompson by deed according to law, the property so Sold, and the said purchaser is hereby subrogated to all the rights of the said Lien holders in said premises, so far as they may be paid herein, for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises;

The court coming now to distribute the proceeds of said Sale amounting to Nine hundred and Ninety dollars. It is ordered that the Sheriff out of the Moneys in his hands pay to the Treasurer of this County the taxes penalty and interest against said property to-wit: the Sum of Twenty Six & 89/100 dollars.

"Second" the costs of this action amounting to Thirty Nine & 19/100 dollars

"Third" To the plaintiff C. B. Thompson the balance of the said Money remaining in his hands, to-wit; the Sum of Nine hundred and Twenty four & 92/100 Dollars to be applied as a credit upon his said Judgment against the said Defendant; And there Still remaining due to said C. B. Thompson the Sum of Two hundred and Thirteen & 66/100 dollars. Execution is awarded against the said B. P. Leyon defendant therefor.

Thursday November 1st A.D. 1888

Court convened at 8½ Oclock this morning pursuant to adjournment- the same officers being present as on yesterday-

5615 Mary Roberts)
vs }
W. H. Crary et al }

This day this cause was submitted to the court by the plaintiff and the court finds that all the said defendants have been duly served by Summons or have duly entered their appearance and leave to file answer to Isaac Willett and L.M. Crary having been withdrawn and entry of leave to Isaac Willett by agreement is stricken from the journal, all of said defendants are in default- for answer or demurrer to the petition is taken as confessed by them. Whereupon it is adjudged by the court that the said plaintiff Mary Roberts recover against the said W.H. Crary, L.M. Crary and Isaac Willett the Makers of the promissory note described in the petition the sum of Three Hundred and Thirty & 50/100 dollars to draw interest at the rate of Eight per cent per annum from the first day of the present term of this court. to-wit; Oct 29th 1888 together with her costs in this behalf ~~expended~~ taxed at $

And it being made to appear to the court that the defendants L.M. Crary and Isaac Willett signed the note sued on as sureties for their codefendant- W.H. Crary. The court find that W.H. Crary is principal debtor and L.M. Crary and Isaac Willett sureties in the above judgment- and it is ordered that Execution issue accordingly-

5683 Fahey Bank }
vs }
J. W. Sanders et al }

This day came the plaintiff by its attorney; Also appeared in open court for and on behalf of said defendant- E.B. Dwyer an attorney at law of this court; and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant- Entered the appearance of said defendant; and waiving and issuing and service of process in this action and confessed a judgment on said note against said defendants, and in favor of said plaintiff for Three Hundred and Eight dollars and Eighty two Cents, being the amount of the principal and interest due on said note, and for ~~interest~~ the costs taxed and to be taxed, and released and waived all exceptions, Errors and right of appeal in the premises It is therefore considered that said plaintiff recover of said defendants the sum of Three Hundred & Eight dollars and Eight Cents being the amount of said note with interest computed at 8% per annum from the 1st day of November A.D. 1888 and also its costs herein expended, taxed at $

Thursday Nov 1st A.D. 1868

5682 Fahrys Bank vs James M. Sanders

This day came the plaintiff by its attorney; also appeared in open court, for and on behalf of said defendant E.B. Dreper an attorney at-law of this court; and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause. Shown to have been duly executed by said defendant. Entered the appearance of said defendant- and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant- and in favor of said plaintiff for one hundred and twenty three dollars and fifty cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of one hundred and twenty three dollars and fifty cents being the amount of said note with interest computed at 8% per annum from the 1st day of Nov A.D. 1868, and also its costs herein expended, taxed $ [illegible] 5640

5610 Lizzie J. Gorgas vs Lewis H. Gorgas

This day came this cause on to be heard upon the petition of the plaintiff and the Evidence, In consideration whereof the court being fully advised in the premises find that the plaintiff has been a resident of said county of Union and State of Ohio for more than five years last past. That the defendant has been duly and legally notified of the filing and pendency of the petition as required by law 5469

The court find further that the allegations of the petition are true and that the defendant has been guilty of gross neglect of duty as therein stated,

It is therefore considered and decreed by the court that the marriage relation heretofore existing between said parties, be and the same is hereby annulled and set-aside and both parties released from the obligations of the same, And it is further decreed that the plaintiff be restored to her Maiden name of Lizzie McCormick and that the defendant pay the cost of this proceeding taxed at $ 5675

Thursday Nov 1st A.D. 1888.

5613 Alice M. Spencer vs Charles W. Spencer

This day this cause came on to be heard upon the petition of the plaintiff and the evidence.

On Consideration whereof the court being fully advised find that the plaintiffs residence has been in Marion County Ohio for more than five ~~years~~ years last past.

The court finds further that the allegations of plaintiffs petition are true and that the defendant has been guilty of gross neglect of duty as stated in said petition. It is therefore ordered and decreed that the marriage relation heretofore existing between said parties be and the same is dissolved and both parties released from the obligations of the same. It is further ordered that the care custody nurture and education of said Children be and the same is decreed to the plaintiff until the further order of the court and that the defendant pay the cost of this action taxed at $

5640 J. C. Gamble admr vs A Johnson Bridstal

And now comes John Gibson Guardian for Lotoria Gamble and Frank Gamble infant defendants and enters his and their appearance to this petition and has leave to file an answer as such guardian which is accordingly done.

5469 Henry E. Goff vs William Martin et al

This day came the plaintiff and made good showing for continuance on account of absence of Witnesses and thereupon this cause is continued by order of the court on plaintiffs motion and at his costs including the witness fee of W. P. Andrews coming here from Plain City as a witness for defendant. Judgment against plaintiff for the cost of this term.

5675 J. C. Coleman vs John Vondeau et al

This day came the parties and by agreement it is ordered that the wheat claimed by George Beecher be turned over by the Sheriff and Receiver to Speague & Perfect on payment to him and that said Sheriff & Receiver Make Separate account of the proceeds of said wheat and hold the proceeds subject to the further order of the Court. The said George Beecher having been made defendant files his answer herein.

Thursday November 1st A.D. 1888.

5388 Mary E Dixon }
vs }
Franklin P. Dixon }

This day this cause came on to be heard upon the petition of plaintiff the defendant ~~herein~~ being in default for answer, demurr or other defense, and the court after hearing the evidence offered by the plaintiff find that the allegations of the petition are true and the court finds that the defendant is guilty of gross neglect of duty and of extreme cruelty as alleged in plaintiff petition and by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Mary E. Dixon and Franklin P Dixon be and the same is set aside and held for naught and both parties are released from the obligations of the same. It is further ordered that the plaintiff pay the costs herein made taxed at $

48-87

5599 Frank M. Cameron }
vs }
John Swan et als }

This day came on this cause to be heard upon the pleadings and evidence and was argued by counsel and submitted to the court, on consideration Whereof the court being fully advised in the premises finds that all the said defendants have been duly and legally notified of the filing and pendancy of this petition. The court further find that the said John Swan was the owner of said Surveys No 9941 and 9920 and that he disposed of the same by will as set forth in said petition. The court further finds that afterwards said Surveys being vested at said Mathew Gilbert was authorized to sell said lands as stated in said petition and that he sold the same to James Swan as stated in said petition The court further finds that afterwards, about the date named in said petition the said James Swan sold said lands to Peter Hopkins and received full payment therefor. That at the time of said sale said land was in a state of nature and said Hopkins took possession thereof prior to 1850 and made lasting and valuable improvements thereon and held said possession until his death when said land descended to his heirs and from them plaintiff that said James Swan agreed in writing to make a deed for said lands upon payment but neglected to do so. The court finds that the defendants are the only heirs of James Swan and that the plaintiff is entitled to have his title quieted as prayed for in his said petition.

5630

It is therefore considered and adjudged by the court that the defendants convey to said plaintiff the legal title to said lands within three days and in default that this decree operate as a conveyance to said plaintiff and it is ordered that title of the said plaintiff be and it is hereby quieted and put at rest and the defendant forever enjoined from interfering with said plaintiff or those claiming under him in the full possession enjoyment and disposition of said premises, and plaintiff is ordered to pay the costs.

A5-57 Millard F. Longstaff vs Elizabeth Mather et al

This cause now coming on for hearing was submitted to the court - on the petition the Separate answer of the defendant Elizabeth Mather and the Reply to the Separate answer of Elizabeth Mather and the evidence and on consideration thereof the court find on the issues joined for the plaintiff and the court further finds that the defendant E. B. Mather has been duly served with Summons in this case and that he is in default - for answer and demurrer and that the allegations of thereby confessed by him to be true and that there is due the plaintiff from the defendant - E B. Mather on the promissory note set forth in the petition with interest - to the first - day of this term the sum of Four hundred and three 28/100 dollars.

The court further find that - in order to secure the payment of said note the defendants Elizabeth Mather and E B. Mather executed and delivered to said Millard F Longstaff the plaintiff their certain Mortgage as in the petition described and on the premises as therein described, that said Mortgage was duly recorded in Book 19 Page 192 of the records of Mortgages of Union County Ohio, and is a good and valid lien on the premises described in the petition and that - the conditions in said Mortgage have been broken.

It is therefore considered by the court - that - the plaintiff recover from the defendant - E. B. Mather the said sum of $403 28 - and his costs herein expended, and it is further adjudged and decreed that - unless the defendant - Elizabeth Mather and E B. Mather shall within one day from the entry of this decree pay or cause to be paid to the Clerk of this court the costs of this case and to the plaintiff the sum so found due as aforesaid, to-wit; the sum of Four hundred three 28/100 dollars with 6% per annum from Oct 29th 1888 the defendants Elizabeth Mather and E. B. Mather Equity of Redemption be foreclosed and said premises be sold and that - an order of Sale issue therefor to the Sheriff of Union county Ohio directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this court - for further order -

5630 Hamilton McDonald vs Dorthy Bickman et al } Settled & cost paid. No Record.

5557 Rosa Gamble
vs
John C. Gamble Admr

This cause came on this day to be heard and was submitted to the court on the Transcript from the Probate court of this County the original papers and the evidence; and on consideration thereof the court find that the sum of Four hundred and eighty dollars in Money in addition to the allowance in property made by the appraisers in this case to the plaintiff and no more is necessary for her years support; and that the allowance as fixed by the Probate Court should be diminished to that extent;

Wherefore it is ordered and adjudged that said allowance as fixed by the appraisers and as increased by the Probate court be and the same is hereby set aside, and the court do fix said Widows years allowance at said Sum of Four hundred and Eighty dollars and order the same less the amount of $245: cash already paid, to be paid to plaintiff or her attorney by the Administrator from and out of the first Moneys of the estate coming into his hands, without unnecessary delay, and the defendant to pay the costs of this case out of the estate.

And it is further ordered that the clerk of this court make out and file in said Probate court a transcript of the proceedings and judgment herein. Plaintiff excepts to amount fixed for years allowance

5557.

5636 James S. Hibberd
vs
Stephen Williams

This cause now coming on for hearing on the petition and the evidence, the court find that the defendant Stephen Williams has been duly served with Summons in this case and that he is in default for answer and demurrer and that the allegations of the petition are thereby confessed by him to be true and that there is due the plaintiff from the defendant Stephen Williamson the promissory Notes set forth in the petition with interest to the first day of this term the Sum of One Thousand and fifty Six 2/100 dollars,

The court further find that in order to secure the payment of said Notes the defendant Stephen Williams executed and delivered to said plaintiff his certain Mortgage deed as in the petition described and on the premises therein described, That said Mortgage was duly recorded in Book 24 Page 24 of the Records of Mortgages of Union County, and is a good and valid lien on the premises described in the petition and that the conditions in said Mortgage have been broken.

It is therefore considered by the court that the plaintiff recover from the defendant the said Sum of One Thousand and fifty Six 2/100 dollars and his costs herein expended. And it is further adjudged and decreed that unless the defendant Stephen Williams shall pay or cause to be paid to the clerk of this court the costs of this case and to the plaintiff herein the Sum so found due as aforesaid with interest from

5576.

days Oct-
the 29th 1888 within five days from the entry of this decree the defendants Equity of redemption be foreclosed and said premises be Sold, And that an order of Sale issue therefor to the Sheriff of said County of Union directing him to appraise, advertise and Sell as upon Execution, and report his proceedings to this court for further order-

5555. In Re. Change of Name of Lillie Dell Maughmer.

This day came the petitioner herein and thereupon her Petition came on to be heard, and the Court being fully Satisfied by proof in open Court of the truth of the facts, Set forth in the petition, and that there exists proper and reasonable cause for changing the name of the petitioner, and that due notice of the intended application in said petition was given by publication in the Union County Journal, a News Paper of General circulation in this county thirty days before the filing of the said petition, It is therefore ordered and decreed by the Court that the name of the petitioner, "Lillie Dell Maughaw" be and the same is hereby changed to, Elanor Harriet Miller, as prayed for in the petition, It is further ordered that the petitioner pay the costs herein within 30 days, or that Execution issue therefor,

5576. Evan T Jones vs William T Jones } Monday Oct 29th A D 1888
For date of entry see page 544

This day this cause came on to be heard upon the petition of Plaintiff, and answer of the defendant W T Jones, and answer and cross petition of L C Beem & Brother, and it was agreed and compromised by the plaintiff, and defendant Wm T Jones that the events set up in the answer of said Wm T Jones should be allowed on the first note Set up in the petition, being the first cause of action therein, and that plaintiff Should have Judgment against Said William T Jones for the ballance being $55 17. and the whole amount of note Set up in the third cause of action in the petition being $1013 40
It is therefore Considered by the Court that the plaintiff Evan T Jones recover of the defendant Wm T Jones the Sum of one thousand Sixty eight and 57/100 dollars, and costs herein Taxed to ft.
And the Court further find that all the defendants have been duly Served with Summons, and that the defendants Wm T Jones and Mary A Jones his wife, executed and delivered to the plaintiff Evan T Jones the Mortgage in the petition described, and on the premises therein described, and that said Mortgages were duly recorded in Books Nos 10 pages 147 and in vol 14 page 167 of the records of mortgages of Union County Ohio, and said Mortgages are the first best liens on the premises described in the petition, and as Stated in the Petition

~~November~~ Monday Oct. 29th A.D. 1888.

And the Court further find that there is due to the said defendant L. C. Beem & Bro. in the claim set up in their answer and Cross Petition the sum of $56 83 including interest to the first day of this term, and that the Mechanics lien set up by them is a good and valid lien on said premises described in the second cause of action in the petition subject to the mortgage of said Evan T Jones, and the same is past due, and that said L C Beem & Bro, have a right to foreclose the same, The Court also find that the condition of defeasance in both of said mortgages have been broken, and that the said plaintiff is thereby entitled to have the defendants equality of redemption foreclosed, and that the defendant Mary A Jones has released her right and expectancy of dower in said premises in both the mortgages set up in the petition

It is therefore considered and decreed that unless the said defendant Wm T Jones shall within ten days from the entry hereof this decree pay or cause to be paid to the clerk of this Court the costs in this case, and to said plaintiff the ballance due him on said first note set up in the first cause of action in said Petition - to wit, The said sum of $55 42 with 8 % per cent interest from this date according to the terms of said note, and mortgage set up in the first cause of action in the petition. And to the said L C Beem & Bro. the sum of $56 83/100 with 6 percent interest thereon from this date, the defendants equity of redemption in said premises described in the mortgage set up in the second cause of action in the petition, be foreclosed, and said premises shall be sold; and an order of Sale shall issue therefor to the Sheriff of Union County Ohio, directing him to sell said premises described in second cause of action in the petition as upon execution, and bring the proceeds into this court for further orders,

5412.

And shall also pay or cause to be paid to the plaintiff Evan T Jones the amount found due him herein, on the note and mortgage set up in the third and fourth causes of action in the petition to wit, the sum of one thousand and thirteen and 4/100 dollars with 8 percent interest thereon from this date, according to the terms of said last mentioned note and mortgage, the said defendants equity of redemption in said premises described in the mortgage set up in the fourth cause of action in said petition be foreclosed and said premises shall be sold and an order of Sale shall issue to the Sheriff of Union County Ohio, directing him to sell said premises as upon execution and bring the proceeds into Court for further order,

5374 Sylvester Ford vs James L Jolliff admr &c, } This cause came on for hearing on the amended petition of the plaintiff and the answer and cross petition of the defendants, and the court being fully advised in the premis do find as to 135/192 of said land described in the plaintiffs petition there had been a breach of warranty of the title thereof and that as to that proportion of said $400.00 the original consid-

ideration for said land therein described, said plaintiff has a right of recovery; The Court further finds that said plaintiff is one of the heirs at law of said Trexton Ford deceased, and would be subject to payment of 1/7 of said Sum so found due, to wit $281 21/100 and that said plaintiffs part and proportion thereof is $40 17/100 dollars, and that the same should be deducted from said Sum of $281.21 so aforesaid found due, leaving a ballance of $241 04 with interest thereon from the 8th day of October 1887, making the total finding including interest $259 11. It is therefore ordered decreed and adjudged by the court that the plaintiff recover of the defendants the sum of $259 11/100 his judgment herein, and it is further ordered that said James L Jolliff, administrator of the estate of said Trexton Ford dec'd pay said Sum out of any money in his hands arising from the sale of the real estate of said Trexton Ford, deceased -- and costs taxed to $.

5412. Henry C Ford vs James L Jolliff admr &c } This cause came on for hearing on the amended petition of the plaintiff, and the answer and Cross petition of the defendants, and the court being fully advised in the premises do find that as to 135/192 of said lands described in the plaintiff's petition, there had been a breach of warranty, of the title thereof, and that as to that proportion of said $400 00, the original consideration for said land therein described, said plaintiff had a right of recovery. The Court further find that said plaintiff is on of the heirs at law of said Trexton Ford deceased, and would be subject to the payment of 1/7 said Sum so found due to wit $281 21/100 and that said plaintiff's proportional share thereof is $40 17/100, and that said Sum should be deducted from said Sum of $281 21/100 so aforesaid found due leaving a ballance of $241 14 with interest thereon from the 8th day of October AD 1887. making the total finding including interest $259 11/100

It is therefore ordered, decreed and adjudged by the court that the plaintiff recover of the defendant the Sum of ($259 11/100) Two hundred and fifty nine and 11/100 dollars his judgment herein, and it is further ordered that the said James L Jolliff administrator of the estate of the said Trexton Ford dec'd pay said Sum out of any money in his hands arising from the sale of the real estate of said Trexton Ford, deceased. -- and costs taxed to $.-

Thereupon court adjourned to Monday November 12th 1888 at One Oclock P. M.

The State of Ohio } Probate Court.
Union County ss }

The State of Ohio }
vs } Application to Admit to Bail.
Ellis Miller }

Be it Remembered, that at a Court of Probate within and for said County, held on the 5th day of November 1888 before Leonidas Piper Judge of said Court came Ellis Miller and Made application to be admitted to Bail. Whereupon it was ordered by the Court that a Special warrant issue to the Sheriff of said County commanding him to bring the body of the said Ellis Miller before the said Probate Court on the 5th day of November A.D. to the end that the said Ellis Miller May be admitted to bail according to Law. And that thereupon on the 5th day of November 1888 a Speicle warrant was issued to said Sheriff, and by said Sheriff returned according to the command thereof, with the body of the said Ellis Miller, and it appearing to the court by the return of said Sheriff that the said Ellis Miller was committed to the jail of said County by William C. Malin Justice of the Peace Within and for said County on the 10th day of September 1888 on charge of Shooting with intent to kill in default of bail in the sum of One hundred dollars ordered by the said Justice of the peace to be by the said Ellis Miller given, and that thereupon the said Court being fully advised in the premises ordered that the said Ellis Miller Enter into a recognizance in the Sum of One thousand dollars, with approved Sureties, Conditioned according to law that the said Ellis Miller be and appear before the Court of Common pleas in and for said county on the 12th day of November A.D. 1888 the present term thereof, to answer unto said charge and that thereupon the said Ellis Miller Entered into recognizance accordingly with W.S. Davis, S. M. McCloud and R. H. Cody Sureties, Which said recognizance is approved, and the said Ellis Miller is discharged from the Custody of the said Sheriff.

Leonidas Piper P.J.

Monday November 12th A D 1888

The Judge being absant. the Sheriff adjurned court to Nov 13th 1888 at 9 oclock A.M.

attest R McConny clerk

Tuesday November 13th A D 1888. Judge Price, being reported sick and failing to appear, The Sheriff adjourned court till Wednesday at 9 oclock A.M.

attest R McConny Clerk.

Wednesday, November 14 A D 1888, Judge Price Still failing to appear, The Sheriff adjourned court till Thursday at 9 oclock A.M.

attest R McConny clerk

Thursday November 15th A D 1888 Judge John A Price being absant, The Sheriff adjourned Court till Tomorrow morning at 9 oclock A.M.

attest R McConny clerk

Friday November 16th 1888 Judge John A Price being absent, The Sheriff adjourned court till Saturday morning at Nov 17th 9 oclock A.M. A D 1888.

attest R McConny clerk,

Saturday November 17th A D 1888. Judge Price failing to attend pursuant to the Sheriffs adjournment on yesterday, the Sheriff adjourned Court till Monday November 19th 1888 at 9 oclock A.M.

attest R McConny Clerk.

Monday Nov 19th 1888. 9 oclock A.M. Judge being absent the Sheriff adjourned to 1 oclock P.M.

R McConny clerk

Monday November 14th A D 1888

Court met at 1½ oclock P M pursuant to adjournment
Officers Present.
Hon John A. Price Judge
Marion Hopkins Sheriff
Robert McCrory Clerk

771 State of Ohio
vs
John Sheller
"Indictment for "Forgery."

The defendant herein having on this day entered a plea of guilty to the charge of the indictment in this case was this day brought into Court in custody of the Sheriff; and the Court being fully advised in the premises and the said defendant being inquired of if he had any thing to say why Judgment should not be pronounced against him, and showing no good and sufficient cause why judgment should not be pronounced. It is therefore considered and adjudged by the Court that the said defendant John Sheller be imprisoned and confined in the penitentiary of the State of Ohio, and kept at hard Labor but without any Solitary confinement for the period of one year; and that he pay the costs of this prosecution for which execution is awarded. 5694

770 State of Ohio
vs
David McGraw
Henry Mitchel and
Charles Beatty
Indictment for "Pocket Picking."

Now comes the Prosecuting attorney on behalf of the State of Ohio, and the defendants David McGraw and Henry Mitchel, being brought into Court in custody of the Sheriff and arraigned upon said indictment, for plea thereto. Each saith he is "not guilty" and put themselves upon the country, and the prosecuting attorney doth the like. 5695

And it appearing that said defendants David McGraw and Henry Mitchel, are in indigent circumstances and unable to Employ Counsel, the Court at their request appoint Jesse L. Cameron as Counsel to defend the defendant David McGraw, and Edward E. Cole as Counsel to defend the defendant ~~David~~ Henry ~~McGraw~~ and John L. Porter is appointed by the Court to assist the prosecution in this case and thereupon said John L. Porter ~~the State~~ accepted said appointment.

State of Ohio }
vs } Indictment - for "Shooting with intent to kill."
Ellis Miller }

Now comes the prosecuting attorney on behalf of the State of Ohio and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said indictment for plea thereto, saith he is "not guilty" and puts himself upon the country, and the prosecuting attorney doth the like, and it appearing that said defendant is in indigent circumstances and unable to employ counsel, the court at his request assign James B. Cole as counsel to defend him.

D. C. Conrad }
vs }
5694 Benton & Bro }

This day came the plaintiff by J. W. Robinson his attorney, and thereupon came R. L. Woodburn one of the attorneys of record of this court who by virtue of a warrant of attorney duly executed, and now produced in open court and duly proven, waived the issueing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of attorney confesses that there is due from said defendant to said plaintiff as alleged in said plaintiffs petition the sum of $128.00 It is therefore considered that said plaintiff do recover of said defendant the said sum of $128.00 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released and all right of appeal and all right to file a petition in error are waived.

C. F. Lentz }
5695 vs }
G. A. Steinmore et al }
G. W. Newlove }

This day came the plaintiff by Brodrick and McCampbell his attorneys and thereupon came R. L. Starr one of the attorneys of record of this court who by virtue of a warrant of attorney duly executed, and now produced in open court and duly proven waived the issueing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of attorney confesses that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition the sum of $333.07 It is therefore considered that said plaintiff do recover of said defendants the said sum of $333.07 so as aforesaid confessed to be due together with costs of suit herein to be taxed and with interest to be computed at the rate of 8% per annum from Nov 13th 1888. And by virtue of said warrant of attorney all errors are released, and all right of appeal and all right to file a petition in Error are waived.

5693 Robert Farrier
vs
R. B. Walker, C. R. Walker
and J. E. Davis

5642

This day came the plaintiff by L. S. Gardiner attorney and filed his petition against said defendants, and thereupon Jas S. McCampble an attorney at law of this court, by virtue of a warrant of attorney for that purpose, duly executed by said defendants now produced in open court proven shown to the court, and filed with the clerk thereof, appeared in open court in behalf of the said defendants, waived the issuing and service of process entered the appearance of said defendants herein, and acknowledging that said Defendants did owe and were indebted unto the plaintiff as he has in his petition alleged by virtue of said warrant of Attorney, confessed that there was due from said Defendants to said Plaintiff on said indebtedness the sum of $117.45 bearing interest at 6% per annum and that said plaintiff ought to recover of said defendants a judgment for that sum.

5434

5483.

It is therefore considered by the court here that the said Robert Farrier plaintiff do recover of the said R. B. Walker, C. R. Walker & J. E. Davis defendants the Sum of $117.45 so confessed, as aforesaid, with interest from Nov 19th 1888 at 6% per annum and also costs in their behalf expended taxed to $ and by virtue of said Warrant of attorney all errors in this action, judgment and proceedings and all proceedings, petitions and writs of error thereon, are by said defendants waived and released.

5313

5645 Frezell, Evans & Bro
vs
Jas W. Mahaffy &
Allena Mahaffy

This day came on this cause and was submitted to the court whereupon the court being fully advised in the premises do find for the plaintiffs that the allegations of the petition are true and there is due plaintiffs from defendants James W. Mahaffy on the note and mortgage in said petition described the sum of seven hundred and thirty five & seventy six cents and 8% interest from this date.

It is therefore considered ordered and adjudged by the court that said defendant James W. Mahaffy pay said sum and interest and costs of this proceeding and if the same be not paid in five days by the defendants that an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell the realestate in said petition described according to law and report his proceedings to this Court;

5642 G. L. Inskeep vs W. R. Henderson

On application of defendant the plaintiff being a non resident of this county. it is ordered that he give security for cost in twenty days and by leave of this court defendant files his answer.

5434 Bank of North Lewisburgh vs Samuel McAllister

On the Showing of defendant this cause is continued at the defendants cost.

5483. Edson Fields vs New York Erie & Western R R Co

This day came the parties, and settled this cause as follows, To wit The Defendant paid $40 to plaintiff the receipt of which he acknowledges. to pay the costs which accordingly is done, and therefore this case is dismissed and costs paid

5313 Daugherty & Meckling vs John M Sanders et al.

Cause Continued on motion & Showing of Defendants and Judgment against defendant for the costs of this term

Thereupon Court adjourned until 8½ oclock tomorrow Morning.

Tuesday November 20th A. D. 1888

Court convened this morning at 8½ o'clock the same officers being present as on yesterday

5647

5519 Mercy M. Bland vs Martin Connor

This day this cause is continued on motion and showing of defendant and at his costs. It is therefore considered that the plaintiff recover of defendant his costs of this term taxed to $ -

5521 Mercy M. Bland vs Dra Fenner

This day this cause is continued by agreement of parties.

5644

5494 Jacob Leonard vs Simon Hall et al

This day came the parties hereto, by their attorneys; also came the following-named persons as jurors. to-wit;

1	Thomas Curry	5	Frank Gant	9	W. R. Henderson
2	J. L. Sellers	6	W. H. Wills	10	Gideon Liggett
3	Charles Martin	7	W. W. Blue	11	Henry Montgomery
4	J. E. McCune	8	George Weaver	12	Jas W. Smith

who were duly impaneled and sworn according to law and thereupon the case came on for hearing on the pleadings and Evidence, and after hearing the Evidence, Argument and charge of the court, returned their verdict in writing signed by their foreman as follows;

We the Jury being duly impaneled & Sworn & affirmed find the issues in this Case in favor of the defendants.

J. E. McCune Foreman.

5491 James H. Gillespie vs The Cleveland, Columbus Cincinnati and Indianapolis Railway Company

By agreement all matters and things between the parties in within action are settled. Each party to pay half of costs, and no record to be made. Costs paid.

5647 Lydia A. Morris
vs
Andrew J. Richardson et al

This day this cause came on for hearing on the petition of the plaintiff the defendants being in default for answer or demurrer to said petition and the court being fully advised in the premises do find for the plaintiff and assess her damages at balance of $364.66.

It is therefore considered ordered and adjudged by the court that the plaintiff recover of the said Andrew J. Richardson Robert McElroy and Lafayette Marbs said sum of Three hundred Sixty four & 66/100 dollars with interest from Nov 20th 1888 and her costs herein taxed at $ Said Samuel W. Vanwinkle not being served with Summons at the request of said Andrew J. Richardson.

5644 Fleck and Chapman
vs
George Gamble

This day this cause came on for hearing upon the petition of plaintiffs. The defendant being in default for answer or demurrer and the court being fully advised in the premises do find for the plaintiffs and assess their damages at $254.09.

It is therefore ordered and adjudged by the court that the plaintiffs recover a judgment against the said defendant for said sum of $254.09 with interest thereon from the 20th day of Nov A.D. 1888 and costs herein taxed at $ and if the same shall not be paid within 30 days from this date the property described in plaintiffs petition be sold and the proceeds of said sale be applied to the payment thereof.

Thereupon court adjourned until 9 o'clock A. M. tommorrow

Wednesday Nov 21st A D. 1888.

Court Convened this Morning at Nine oclock the Same officers being present as on yesterday.

5544 Adelia G. Wadsworth vs Martin Connor et al

This day this cause came on to be heard upon the petition of Plaintiff. the answer of the defendant Martin Connor the reply of the plaintiff thereto, and the evidence, and the court being fully advised in the premises do find that the defendant Martin Connor, G. W. Darrow and Mercy M. Bland are indebted to plaintiff in the Sum of Fifty one & 12/100 dollars ($51.12) on November 18th 1888 as the plaintiff hath alleged and claimed in her petition.

It is therefore considered that the plaintiff recovered of said defendants said Sum of $51.12 and also her costs in this behalf Expended.

The court further find that since the commencement of this action to-wit; on the 18th day of October 1888. the further Sum of $48. as interest payable annually become due to plaintiff from defendants on said Note and which with interest amounts to on November 18th 1888 to the Sum of $48.24.

The court further find that said promissory Note was Secured by Mortgage, as alleged by plaintiff and on the real estate as alleged by her.

It is therefore considered and decreed that unless the defendants shall within thirty days from this date to-wit; Nov 20th 1888 pay said indebtedness now due to-wit; $99.36 and interest from Nov 18th 1888 according to the terms of said Note and Mortgage be foreclosed and said Premises Shall be Sold; and that an order of Sale Shall issue to the Sheriff of this County, commanding him to appraise advertise & Sell said premises according to law and bring the proceeds into court to abide the further order of the court in that behalf.

5557 Perry McAdams vs Charles McCune

This day this cause came on for hearing upon the Motion of defendant to require plaintiff to reform his petition in this, to-wit: To Separately State his damages, to-wit: Whether his damage was to him as an individual or as a practicing Physician. And the court being fully advised in the premises does overrule said Motion. To which ruling of the court the defendant Excepts. The defendant thereupon took leave to file answer by Monday Nov 26th 1888.

4861

5592 W. T. Wood vs Philip C. Adams

This cause is Settled and costs paid. No Record-

5661

5661 John R Wright
vs.
George Clark et al
Minerva Clark

On Motion of the plaintiff by his attorney W. H. Lane this cause was by order of the court placed upon the Trial Docket of this term of the court and set for hearing this day, and now coming on to be heard on the petition of the plaintiff pleadings and evidence and the court upon examination of said petition pleadings and evidence find that the defendants George Clark and Minerva Clark have been duly served with Summons in this case and that they are in default for answer and demurrer and that the allegations of the petition therein are thereby confessed by them to be true, and that there is due the plaintiff from the defendant George Clark on the promissory note set forth in the petition with interest to the 20th day of November (the date of this decree) the Sum of One thousand Three hundred and Five & 65/100 dollars.

The court further find that in order to Secure the payment of said Note the defendants George Clark and Minerva Clark his wife executed and delivered to said John R. Wright the plaintiff their certain Mortgage as in the petition described and on the premises therein described that said Mortgage was duly recorded in Book No 14 Page 200 of the records of Mortgages of Union County Ohio, and is a good and valid lien on the premises described in the petition and that the conditions of said Mortgage have been broken.

It is therefore considered by the court that the plaintiff recover from the defendant George Clark the Sum of one thousand three hundred and Five & 65/100 dollars and his costs herein expended. And it is further adjudged and decreed that unless the defendant George Clark shall within three (3) days from the entry of this decree pay or cause to be paid the Clerk of this court the costs of this case and to the plaintiff herein the Sum so found due as aforesaid with interest from the date of this decree the defendants Equity of redemption be foreclosed and said premises be sold and that an order of Sale issue therefore to the Sheriff of Union County Ohio directing him to appraise, advertise and Sell said premises as upon Execution and report his proceedings to this Court for further order.

4861 C. C. Walker
vs
Jonathan Hammond

This day this cause come on for hearing to the court and the court being fully advised in the premises does dismiss this cause and orders each party to pay his own cost. It is therefore ordered and adjudged by the court that the parties herein each pay the costs herein made by him and taxed as follows, to-Wit; To the said C. C. Walker $ and to the said Jonathan Hammond $

5602 The Peoples Bank
vs
J. F. McElroy

This day came the parties and waived a trial by jury and submitted this cause to the court- Whereupon the court being fully advised in the premises do find the allegations of the plaintiffs to be true, and there is due the plaintiff on said note the sum of Eleven Hundred & Sixty Seven dollars on 8 per cent- It is therefore considered ordered and adjudged by the court- that the plaintiff recover of the defendant- said sum of $1167. together with his costs herein expended taxed to $ and interest- at- 8% And it- is further considered ordered and adjudged by the court- that- the defendant- pay said sum, costs & interest- in three days and in default- thereof that- an order of Sale issue to the Sheriff of this County commanding him to sell the personal property levied on by the writ- of attachment- but- out of the proceeds thereof by consent- of parties John M. McElroy is to have fifty dollars by him paid on said property and by agreement said John M McElroy is dismissed from this cause without- liability for costs, but- the same are to be paid out- of the proceeds of the sale of said personal property and as to the real estate this cause is passed for further order of the court:

5348 Elizabeth Stevenson
vs
Edward O. Stevenson et als

This day came the parties herein and the court- by consent- of the defendant- John H. Sterling and the plaintiff & Edwd O. Stevenson find that- in satisfaction of the said John H. Sterling's claim in said land for taxes and interest- and for improvements by him deducting therefrom the rents & damages done on said land the sum of twenty Eight- hundred Eighty Six 56/100 dollars ought- to be paid April 1st- 1889 at- which time said John H. Sterling is to relinquish his interest- in said land by release deed to plaintiff and release peaceable possession of said tract- in his possession to her- It- is therefore considered ordered and adjudged by the court that- if said plaintiff & Edwd O. Stevenson fail to pay to said John H. Sterling on the 1st of April 1889 said sum of $2886.56 that- an order of Sale issue to the Sheriff of this county commanding him to appraise advertise and sell the land described in said John H. Sterling's answer to satisfy said claim and on payment of the same said Sterling shall relinquish his entire interest- in said land but shall deliver possession the 1st of April 1889 and this claim is a lien on said land prior to the claim of this plaintiff thereon. Said John H. Sterling is also to recover his cost- in this behalf expended.

5629

5629 Adolphus D. Ruggles }
vs }
Hattie M. Ruggles }

This day this cause come on for hearing and the plaintiff came, and the defendant having been duly served with Summons and a copy of the petiton herein. and having failed to appear the court find her in default for answer and demmer to said petition and the allegations thereof are confessed by her to be true.

The court also finds by the evidence produced that the defendant has been guilty of gross neglect of duty in the premises.

The court also finds that said parties were married as stated and that the plaintiff at the time of filing said petition had been a resident of the State of Ohio for more than a year last past and is now a bonafide resident of Union County Ohio.

The court further find that by reason of said gross neglect the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Adolphus D. Ruggles and Hattie M. Ruggles be and the same is hereby dissolved and both parties are released from the obligations thereof.

Thereupon Court adjourned until 8½ Oclock tommorrow morning

Thursday November 22d 1888.

Court convened this morning at 8½ Oclock the same officers being present as on yesterday.

Lytel & Co
5606 vs
J. F. McIlroy

This day came the parties and waived a trial by jury and submitted this cause to the court: Whereupon the court being fully advised in the premises do found all the allegations of the plaintiffs petition to be true and there is due the plaintiff on said notes described in his petition the sum of Two hundred Nineteen & 14/100 dollars at 8%.

It is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendant the sum of Two hundred and Nineteen & 14/100 dollars and interest at 8% together with costs herein expended taxed at $ And it is further ordered and adjudged by the court that the defendant pay said sum of money and costs and interest in three days that an order of sale issue to the Sheriff of this county.

John H McIntire & Co
5604 vs
Jacob F McIlroy

This day come the parties and waived a trial by jury and submitted this cause to the court; Whereupon the court being fully advised in the premises do find all the allegations of the plaintiffs to be true and there is due the plaintiff on said notes described inlus petition the sum of Six hundred and Eight & 73/100 dollars at 8%.

It is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendant the sum of Six hundred and Eight & 75/100 & interest at 8% together with the costs herein expended taxed at $

And it is further ordered and adjudged by the court that the defendant pay said sum of money & costs and interest in five days and in default thereof that an order of sale issue to the Sheriff of this county commanding him to sell the personal property levied on by writ of attachment but out of the proceeds thereof by consent of parties John M. McIlroy is to have fifty dollars by him paid on said property and by agreement said John M. McIlroy is dismissed from this case without liability for costs but the same are to be paid out of the proceeds of the sale of the personal property and as to the real estate this cause is passed for further order of the court.

W G & L W McAllister admrs, &c
5713 vs
The New York, Lake Erie & W. R.R. Co

This day this cause came on to be heard on the motion and showing of plaintiff for continuance, Whereupon the court being fully advised in the premises do grant said motion. and the cause continued at the costs of the plaintiffs. for the trn judgment against plaintiffs accordingly,

5607 Newton Thacker et al
vs
J. F. McElroy

This day came the parties and waived a jury and submitted this cause to the court, Whereupon the court being fully advised in the premises do find all the allegations of the plaintiffs petition to be true and there is due the plaintiff on said note described in his petition the sum of one hundred and ten & 63/100 dollars at eight per cent;

It is therefore considered, ordered and adjudged by the court that the plaintiff recover of the defendant the sum of one hundred and ten & 63/100 dollars and interest at 8% together with the costs herein expended taxed at $
And it is further ordered and adjudged by the court that the defendant pay said sum of money and costs and interest in three days that an order of sale issue to the Sheriff of Union County.

5640 John Gamble admr &c
vs
A. Johnson Bird et al

The said defendants having been legally notified of the pendancy of said petition. This cause came on for hearing upon said petition the answer of the defendants and the testimony. And the court being fully advised in the premises finds that that said Samuel Gamble on the 3rd day of July 1884 being then full life entered into a contract in writing with A. Johnson Bird for the sale of the premises in the petition described. That said A. Johnson Bird paid on the said contract to the said Samuel Gamble in his life time the sum of $1216 May 4th 1885 and the further sum of $155 April 1st 1886 and $133 April 14th 1887 and that he paid to this plaintiff as such Administrator June 1st 1888 $155.50 and since said petition was filed to wit; Nov 3rd 1888 has paid to this plaintiff the further sum of $500. That there is still unpaid upon said contract $1500, to be paid in yearly installments of $250. each with interest at 6% payable annually from April 1st 1888 The court finds that said A. Johnson Bird is ready able and willing to secure said deferred payments by mortgage on said premises and that all parties are willing and desirous of completing said contract and that it will be to the interest of said minor children for the same to be completed and carried out= The court further finds that said Rosa Gamble widow of said Samuel Gamble was not a party to said contract but still retained her dower interest in said land, and that she has filed her answer herein expressing her willingness to part with her dower interest and take in lieu thereof the value of her interest in money and that her age is 27 years and the court finds the value of her interest in the purchase money of said lands to be $862.94. It is therefore ordered that said John C. Gamble administrator of said estate for and on behalf of the heirs at law of said descedant execute and deliver to said A. Johnson Bird a deed in fee simple for said premises free of the dower of said Rosa Gamble and according to the Statute in such cases provided. And it is further ordered that said A. Johnson Bird execute and deliver to said John C. Gamble as such administrator in trust for said estate notes for said defered payments and secure the same by first mortgage upon said premises and said defered payments are made a charge on said lands. The court further orders that the said John #

[Left margin note:] # C. Gamble as such administrator distribute the purchase money ($3250.00) as follows, that he pay the said Rosa Gamble the sum of eight hundred and sixty two 94/100 dollars ($862.94) which shall be in full of her share of said purchase money, and that the balance of said purchase money amounting to $2387.06 he pay and distribute to the heirs of Samuel Gamble in equal parts. The costs to be paid by the said administrator out of the assets of said estate.

5486 Walter R. Dutton
vs
James M Deshazer et-al Nov 20th 1888.

This day this cause come on to be heard on the amended Petition of Plaintiff and the evidence and the court being fully advertised in the premises finds that each and all the defendants have been duly Served with Summons and that the defendants James M. Deshazer, Mary E. Deshazer Rees Minshall Amanda Minshall T. R. Thorton Emily Thornton, C. W. Tapp and Rebecca Tapp are in default for answer or demurer to plaintiffs amended petition and the facts therein Stated by them confessed to be true. The court further find upon the evidence that the descrip. tion contained in the deeds from Rees Minshall and Amanda Minshall to T. R. Thornton Recorded in Deed Book No 56 page 445 of Deed Records of Union County Ohio and the description contained in the deed from T R. Thornton and Emily Thornton to C. W Tapp Recorded in Deed Book No 57 Page 380 of Deed Records of Union county Ohio and the description contained in the deed from C. W. Tapp and Rebecca Tapp to James M Deshazer Recorded in deed Book No 57 page 136 of Deed records aforesaid. and the description contained in the Mortgage given by James M. Deshazer and wife to C. W. Tapp and recorded in Mortgage Book No 22 page 375 of Mortgage Records of Union county Ohio. were defective and did not convey the property thereby intended to be conveyed and that the intentions of the parties to Said deeds of conveyance was to convey the premises as described in plaintiffs amended petition.

It is therefore ordered, adjudged and decreed by the court that the description of the Said premises in the Said conveyances be and the Same are hereby corrected So as to conform to the description Set forth in plaintiffs amended petition and that the title and possession of the Said James M. Deshazer to all and Singular the premises described in plaintiffs amended petition be and the Same hereby is quieted as against the defendants C. W. Tapp, Rebecca Tapp, T. R. Thornton, Emily Thornton, Rees Minshall and Amanda Minshall and each and every one of them and they are hereby forever enjoined from Setting up any claim to Said premises or any part thereof adverse to the title and possession of Said defendant James M. Deshazer his heirs or assigns, and the this cause now coming on to be heard on the petition of Plaintiff and the cross petitions of E. S. Hendrickson and Alexander Burnside and the evidence. The court finds that these defendants James M. Deshazer and Mary E. Deshazer his wife have been duly Served with Summons in this action and that they are in default for answer or demurer and that the allegations of the petition and cross petition are thereby confessed by them to be true and that there is due the plaintiff from the defendant James M Deshazer on the promissory note Set forth in the amended petition with interest to the entry of this decree 5624

the Sum of Eleven hundred and twenty one ($1121.00) dollars which amount draws 6% interest from entry hereof and the Court further finds that there is due the defendants E.S. Hendrickson from his Co defendants James M. Deshazer on the promissory note described in his Cross petition with interest to the entry of this decree. The Sum of $715.50 which amount draws interest from date hereof.

And the court finds that there is due the defendant Alexander Burnside from his Co defendant James Deshazer on the note set out in his Cross petition with interest to the entry of this decree the Sum of $56.25 which amount draws interest from entry hereof

The Court further finds that in order to Secure the payment of said notes the defendant James M Deshazer and Mary E. Deshazer his wife Executed and delivered to C.M. Lapp one of the Codefendants herein their certain Mortgage as in the petition described and on the premises therein described. That said Mortgage was duly recorded in Book 22 page 375 of the Mortgage Records of Union county Ohio and is a good and valid lien on the premises described in the Amended petition and that the conditions of said Mortgage have been broken.

It is therefore considered by the court that the plaintiff recover from the defendant James M. Deshazer the said Sum of $1121.00 with interest from Entry hereof and his costs taxed at $

And it is further ordered and decreed that unless the defendant James M. Deshazer shall within one day from entry of this decree pay or cause to be paid to the clerk of this court the costs of this case and to the plaintiff herein the Sum so found due him as aforesaid with interest from the entry hereof and to his codefendants the amount so found due them as aforesaid. The defendants James M. Deshazer and Mary E. Deshazer Equity of Redemption be foreclosed and said premises be Sold and that an order of Sale issue therefor to the Sheriff of Union County ohio directing him to Appraise advertise and Sell said premises as upon Execution and report his proceedings to this Court for further order.

Daniel E. Parrish et al
vs
5624 Charles Bigley et al

This day came the parties herein by their attorneys: also came the following named persons as Jurors; to-wit; William Acton, George Weaver, Lewis Brown, Samuel Orahood, Thomas Berry, J.L. Sellers, D.E. McCune, Frank Gant W.H. Willis W.W. Blue & Chas Martin, who were duly impaneled and Sworn according to law: and thereupon the case came on for hearing on the pleadings and evidence, And after hearing the evidence, argument and charge of the court; the jury retired to their room in charge of the Sheriff for deliberation, And now comes said jury into open court with their verdict in writing signed by their foreman. and Say; "We the jury, on the issue joined find that the paper writing here Shown to us and admitted to probate in the Probate Court of Union County Ohio on the 1st day of September A D 1888 purporting to be the last will and testament of Emma Parish deceased, is the valid last will and testament of the said Emma Parish deceased.

D. E. McCune. Foreman

Thereupon Court adjourned until 9 o'clock to morrow morning.

Friday November 23d A.D. 1888.

Court convened at 9 oclock this morning, the same officers being present as on yesterday.

5696 The Peoples Bank
vs
J. F. McElroy et al
J. C. Cline

This day came the plaintiff by R. L. Woodburn their attorney, and thereupon came D. W. Ayers one of the attorneys of record of this Court, who, by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issueing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendants to said plaintiffs as is alleged in said plaintiffs petition, the sum of $556.36. It is therefore considered that said Plaintiff do recover of said defendants the said sum of $556.36 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8% per annum, And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in Error are Waived.

5674

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Court then adjourned until November 26th 1888 at One oclock P. M.

Court Convened at One oclock P.M. the Same officers being present as at last adjournment.

5678 John C. Gamble Admr &c vs S.D. Laird & Moses Laird

This day came the plaintiff by his attorney and the defendants Still failing to demur or answer to the petition and being in default this cause was Submitted to the court upon the petition and evidence. The court finds the fact Stated in Said petition to be true and that there is due to the plaintiff as Such administrator from the defendants upon the note in the petition described the Sum of One hundred dollars which together with the interest thereon to this date Nov 26th 1888 amount to $114.00 for which Sum the plaintiff is entitled to judgment and for costs.

It is therfore considered ordered and adjudged by the court that the plaintiff as Such administrator recover from the defendants Said Sum of One hundred and fourteen dollars and his costs herein expended taxed at $ and this judgment is ordered to draw interest at 8% until paid.

3625 Joseph Russell vs George Coder et al

This cause came on for hearing on the motion to Set aside the appraisement of the real Estate levied on this action and on consideration thereof and good cause Shown, it is ordered that the Said appraisement be and it is hereby Set aside, and it is ordered that a new appraisement of the Same be made.

3659 John Lake Admr vs Jas D. Slemmons

Now came the plaintiff herein and the defendant being in default for answer and demmures the court find, that the allegations of the petition are confessed by him to be true and find that the defendant is indebted to the plaintiff in the Sum of $339.53 It is therefore considered by the court that the plaintiff recover of the defendant the Said Sum of $339.53 with interest at 8% from the first day of this term and his costs taxed at $ And the court further find that in order to Secure the prompt payment of Said Note the defendant Jas D. Slemmons who was at the time of the Execution of Said Mortgage and Still is unmarried, executed and delivered to Said John L. Moore in his life time a certain Mortgage as in the petition described and on the premises therein described and Said Mortgage was duly recorded in Book 22 page 533. of Union County Ohio Records of Mortgages and is the first and best lien upon the premises in the petition described, and the court also find find that Said plaintiff is the duly appointed and qualified

administrator of said John L. Moore deceased and is Entitled to bring and carry on this suit for the benefit of said Estate of John L. Moore dec'd. It is therefore considered and adjudged that unless the defendant Jas D. Stevenson shall within 10 days from the Entry of this decree pay or cause to be paid to the Clerk of this court the costs in this case and to the plaintiff herein the Sum so found due as aforesaid with interest at 8% from the first day of this term, the defendants Equity of redemption be foreclosed and said premises shall be Sold and an order of Sale shall issue therefor to the Sheriff of Union county directing him to Sell said premises as upon Execution and bring the proceeds into Court for further order.

5619

5523 The State Ohio
vs
Charles Rodgers

Now came the parties herein by their attorneys; also came the following-named persons as jurors, to-wit;

1 Gideon Leiggett	5 W. W. Blue	9 George Weaver
2 Henry Montgomery	6 Charles Martin	10 Thomas Lowry
3 William Acton	7 J. E. McCune	11 Lewis Brown
4 J. L. Sellers	8 W. H. Willis	12 Samuel Orahood, who

were duly impaneled and Sworn according to law. And the said Jury having heard the testimony addduced in part. The court adjourned until to-morrow morning at 8½ Oclock.

5627 J. L. Cameron and D. L. Woodburn vs John N. Mowrey

This day came the parties and waived a trial by Jury, and Submitted this cause to the Court, upon the writ and evidence, the court being fully advised in the premises do find all the allegations of the plaintiff to be true, and there is due the plaintiff on their account, as described in their petition the Sum of $ 95⁰⁰ at Six per cent from July 31st 1888, It is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendant the Sum of Ninety four dollars, and interest at Six per cent, together with costs herein expended taxed at $ - and it is further ordered and adjudged by the court that the defendant pay said Sum of money and costs, and interest within 5 days and in default thereof that an order of Sale issue to the Sheriff of this County Commanding him to appraise advertise and Sell as upon execution and report his proceedings to this court for further order.

5523

Tuesday, November 27th A.D. 1888.

Court Convened at 8½ Oclock this Morning the same officers being present as on Yesterday.

5619 Dora M Thompson vs Freeman Thompson

Now came the plaintiff and the defendant having been legally Summoned by publication and having failed to appear. the court find him in default for answer and demurrer to said petition and find that the allegations thereof are confessed by him to be true. The court also find that the plaintiff at the time of filing her petition had been a resident of the state of Ohio for one year next preceeding the same and was at the time a bona fide resident of this County of Union and that the parties hereto were Married as in said petition set forth. The Court further find upon the evidence adduced that the defendant has been guilty of Willful absence for more than three years last past from the filing of this petition and gross neglect of duty and that by reason thereof the plaintiff is entitled to a divorce as prayed for, It is therefore ordered and adjudged by the court that the Marriage contract heretofore existing between the said Dora M. Thompson and Freeman Thompson be, and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said child of the parties hereto until further order confided to the said plaintiff exclusively and the defendant is hereby enjoined from interfering in any manner with said child or with the plaintiff in the custody of said child But it is hereby ordered that the defendant have the privelege of Visiting said Child at reasonable Times without interfering with plaintiff -

5523 The State of Ohio vs Charles Rodgers

This day again came the parties, by their attorneys and also came the jury heretofore impaneled and Sworn and the trial proceeded, and the said jury having heard the remaining testimony and the argument; And the hour of adjournment having arrived the court discharged said jury until tommorow Morning at 9 Oclock. To which time Court adjourned.

Wednesday November 28th A. D. 1888.

Court convened at Nine clock this Morning the Same officers being present as on Yesterday.

5675 J. L. Coleman vs John Vondeman et al

This day this cause came on to be further heard on motion of the plaintiff for a Sale of the property of said firm of Dolbear & Vondeman on consideration whereof the court do Sustain said motion. It is therefore considered and ordered by the court that the Receiver heretofore appointed herein proceed to give public notice for not less than twenty days and Sell all of said personal property aforesaid It is further ordered that the building known as the Ware house and the fixtures therein contained be Sold Separate and a Separate thereof be kept and that said Receiver report his doings herein to this court at the present term and to bring all of the proceeds of said Sale into court for further order.

5677

5671 Christopher Hassaad vs Wm J. Moore et al

Now came the plaintiff herein and the defendant being in default for answer and demurrer the court find that they have been duly Served with Summons in this case and that the allegations of the petition are confessed by them to be true and that the defendant Wm J. Moore is indebted to plaintiff on the note Set up in the petition in the Sum of One hundred and twenty three and 50/100 dollars with interest from the first day of this term and costs herein expended taxed to $

The court further find that the defendant Wm J. Moore, who is unmarried in order to Secure the prompt payment of said note. Executed and delivered to said James L. Clay his Mortgage deed as in the petition described and on the premises therein described, that the plaintiff is the owner and holder of said note and is entitled to have defendants Equity of redemption foreclosed. that said premises is an entire tract Situated in Union and Marion Counties That said Mortgage was duly recorded in Book No 3 page 46 of Marion County records of Mortgages and is the first and best lien on said premises described in the petition. It is therefore considered and adjudged that unless the defendant Wm J. Moore Shall within ten days from the entry of this decree pay or cause to be paid to the clerk of this court the costs in this case and to the plaintiff the Sum So found due with the interest from the first day of this term. the defendants Equity of redemption be foreclosed and said premises Shall be Sold and an order of Sale Shall issue from this court therefor to the Sheriff of this county of Union directing him to appraise the entire tract described in the petition and conveyed by the Mortgage by the appraisers selected by him from this county

and publish the sale thereof in Union county only and to sell said premises as upon execution and bring the proceeds into court for further order.

C. F. Bradley
vs
3677 John W. Crindell

This day came the plaintiff and the defendant being in default for answer and demmurrer, the court find that the defendant has been legally served with summons and that the allegations of the petition are confessed by him to be true and that the defendant is indebted to the plaintiff upon the note sued on in the sum of One hundred and Sixty and 50/100 Dollars with 8% interest from the first day of this term. It is therefore considered by the court that the plaintiff recover of the defendant the said sum of $160.50 with 8% interest thereon from the first day of this term and his cost taxed herein at $

Whereupon court adjourned until 9 oclock A. M tommarow.

Thursday November 24th 1888

Court convened this morning at 9 oclock pursuant to adjournment and again adjourned until Tuesday December 4th A.D. 1888 at One oclock P. M.

November 30th A.D. 1888.

In the Matter of the assignment of S M and A J Blake. } Exceptions to first account

The Referee W P Harper to whom was referred the exceptions to the account and reports of M W Hill assignee aforesaid filed his report herein, 5662

Whereupon on the motion of said McLaren and Sprague, creditors of said S M. & A J Blake, this cause is certified to the Court of Common Pleas of Union County Ohio, for the reason that Leonidas Piper, the present Judge of the Probate Court was retained as one of the Counsel of said McLaren and Sprague in said cause, and filed exceptions to said account, said cause is certified to said court for the order on said report to be returned to this court, when said report is disposed of 5675

State of Ohio Union County ss }

I, Leonidas Piper, Probate Judge of the Probate court within and for said County, and in whose custody, the files Journals and records of said Court are required by the laws of the State of Ohio to be kept, hereby certify that the foregoing is taken and copied from the Journal of the proceedings of the Probate Court within and for said County, in the matter of the assignment of S M and A J Blake, and that said foregoing copy has been compared by me with the original entry in said Journal No 10, Page 345, and the same is a correct and full and true Transcript thereof,

In Testimony whereof I do hereto Subscribe my name officially and affix the Seal of said Court, at the Court House in Marysville in said County, this 30th day of Nov. A D 1888

L Piper Probate Judge

Tuesday December 4th A D. 1888.

Court convened at 1½ Oclock P.M this hour John A. Price Judge presiding

5662 John Case vs Joseph Smart }

This day this cause came on for hearing upon the motion of the defendant to require the plaintiff to secure the costs herein and was submitted to the court; Whereupon the court do sustain said motion and do order that the plaintiff secure the costs herein within 20 days from the rising of this term of court and cause continued.

5675 Alonzo Emerine vs George W. Marshall et al }

This day this cause came on for hearing on the petition and the same being submitted to the court the court do find that said defendants having failed file answer or demurrer herein the allegations are therefore confessed by them to be true and that there is due to said plaintiff from said defendants G. W. Marshall and Mollie Marshall the Sum of Eighteen Hundred Fifty 4/100 dollars with interest on Eight hundred and Fifty five at 7% interest until September 19th 1889 and 8% thereafter and interest on one hundred Forty and 18/100 dollars at 6%.

It is therefore considered and adjudged by the court that said plaintiff do recover of said defendants George W. Marshall and Mollie Marshall said Sum of $1850.18 with 8% interest on $855.00 7% int on $855.00 until Sep 19th 1889 and 8% int thereafter and 6% int on $140.18 together with the costs herein taxed to $ and Execution is awarded therefor.

It is further ordered and decreed by the court that unless said defendant shall pay to said plaintiff the above amount found due and to the Clerk of this court the costs herein within one day from the entry hereof then an order of Sale shall issue to the Sheriff of this County Ohio to appraise advertise and Sell the lands and lots described in plaintiffs petition as upon Execution and bring the proceeds into Court for further order.

The State of Ohio vs James L. Moffitt } Indictment for "Assault & Battery"

Now comes the Prosecuting attorney on behalf of The State of Ohio and the defendant James L Moffitt appeared in open court in person and by counsel and thereupon the prosecuting attorney entered a Nolle Prosequi upon the indictment as to Battery, and the defendant pleaded guilty to an assault; which plea was accepted by the Prosecuting attorney. Thereupon after being fully advised in the premises it is ordered and adjudged by the court that the said James L. Moffitt pay a fine of $10.00 and the costs of this prosecution; and Execution is awarded.

Tuesday December 4th 1888

742 The State of Ohio vs Edmund Harris } Indictment for "Horse Stealing."

Now comes the Prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into Court in custody of the Sheriff, and arraigned upon said indictment for plea thereto saith he is not guilty and puts himself upon the country, and the Prosecuting attorney doth the like. And it appearing that said defendant is in indigent circumstances and unable to employ counsel, the court at his request assign R. L. Woodburn as counsel to defend him. 5641

769 State of Ohio vs Ellis Miller } Indictment for Shooting with intent to kill.

Now comes the Prosecuting attorney on behalf of the State of Ohio and the defendant Ellis Miller appeared in open court in person, and by counsel, and thereupon the Prosecuting entered a Nolli Prosequi upon the indictment as to Malice and then the defendant withdrew his plea of "not Guilty," and thereupon he pleaded to intentionaly and without malice but unlawfully pointing said Shot gun at and towards the said Matilda Stewart. Thereupon it is considered by the court that the said Ellis Miller be imprisoned in the jail of said County of Union for the period of thirty days and he is further adjudged to pay the costs of prosecution and Execution is awarded. 5701

Court then adjourned until 9 Oclock tommorow Morning

Wednesday December 5th A.D. 1888.

Court convened at Nine oclock this morning the same officers being present as on Yesterday.

5641 John Fleck & Co vs Albert Chapman } vs John Clark }

Now comes the plaintiffs by their attorney J. M. Kennedy, the defendant being in default for answer or demmurer the court finds that the allegations of the petition are confessed by him to be true and that there is due to said plaintiffs from the defendant John Clark on account for Materials furnished as set forth in said petition the sum of $25.95 and that the same is a lien on the premises described in the petition by reason of the Mechanics lien therein described and recorded in Book 3 page 74 of the Union County records of liens and that said plaintiff is entitled to have said lien enforced

It is therefore considered that the plaintiffs Fleck & Chapman recover from the defendant John Clark the said sum of $25.95 together with his costs herein expended, and that unless the said judgment is paid within thirty days from the entry hereof that an order may issue to the Sheriff of Union County Ohio commanding him to sell said premises as upon Execution, and of his proceedings in the premises he make due return to this court;

5701 The Peoples Bank vs Isaac Noggle & Wm D. Noggle }

This day came the plaintiff by its attorneys also appeared in open court for and on behalf of said defendants James B. Cole an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause shown to have been duly executed by said defendants, Entered the appearance of said defendants, and waived the issueing and service in this action, and confessed a judgment on said note against said defendants and in favor of said plaintiff for One hundred and Nine dollars and Sixty Seven cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed and released and waived all Exceptions, Errors, and right of appeal

It is therefore considered that said plaintiff recover of said defendants the sum of $109.67 being the amount of said note with interest computed at 8% per annum from the 5th day of December A.D. 1888; and also its costs herein expended. Taxed at $

Wednesday December 5th A. D. 1888.

770 State of Ohio vs David McGraw } Indictment for "Pocket Picking"

Now comes the Prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into court in custody of the Sheriff, his attorney also being present, the defendant ~~withdrew~~ being permitted by the court withdrew his plea of Not guilty heretofore Entered in this action, and this cause came on to be heard on the motion of the defendant to require the Prosecuting attorney to elect on which count he was to be tried, which was argued by counsel and submitted to the court. On consideration whereof the court overrules said Motion, to which ruling and decision the defendant then and there Excepted, Thereupon the defendant was rearraigned upon said indictment and for plea thereto, saith he is "Not Guilty" & it appearing elected to be tried separately. Thereupon Came the following named persons as Jurors, To-Wit- 1 Albert Adams 5 Peter Johnson 9 Charles Martin 2 Frank Gant 6 Gideon Leggett 10 J. Eo. McCune 3 W. R. Henderson 7 Henry Montgomery 11 W. H. Willis and 4 James W. Smith 8 William Acton 12 Wm. W. Blue and were duly Sworn and affirmed according to law and the said Jury having heard the evidence adduced, the hour of adjournment having arrived, this cause was continued until tommorow Morning at 8½ Oclock.

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5420 A M. Robinson vs Elijah Mitchel } This day came the parties and submitted this cause to the court on the defendants demmurer to the plaintiffs Reply to defendants amended answer to the petition, and the court being fully advised in the premises do overrule the demmurer as a demmurer to said Reply, and do sustain the same as a demmurer to defendants said amended answer, to which ruling and judgment of the court the defendant Excepts.-

3422 Edward O. Stevenson vs Mathew Lingrel } This day came the plaintiff and dismissed this cause without Record and at his costs.

It is therefore considered and adjudged by the court that plaintiff pay the costs herein and in default for twenty days that the same be collected by Execution.

5556 John Ko. Rohn
vs
Thomas Meiller

This day this cause come on to be heard upon the motion of the defendant to require the plaintiff to secure costs in this case, said plaintiff being a nonresident of Union County Ohio and the court being fully advised in the premises do sustain said motion, Thereupon the plaintiff obtained leave to secure the costs in this case, or make a deposite in lieu thereof with the Clerk of this court and to his satisfaction within 20 days from the rising of this court and cause continued.

5591 Berry P. Stewart et al
vs
Commissioners Union Co et al

This day this cause came on to be heard upon the demmurrer of defendants to the petition of plaintiff and was argued by counsel and the court being fully advised in the premises do find said demmurrer well taken and sustains said demmurrer and dissolves said injunction. Thereupon plaintiffs asked and obtained leave to amend their petition ~~in 30 days from the 7th day of December~~ by the 27th day of January 1887 and cause continued

5595 Berry P. Stewart et al
vs
Commissioners of Union Co et al

This day this cause came on to be heard upon the demmurrer of defendants to the petition of plaintiff and was argued by counsel and the court being fully advised in the premises do find said demmurrer well taken and sustains said demmurrer and dissolves said injunction. Thereupon plaintiffs asked and obtained leave to amend their petition ~~in 30 days from the 7th day of Dec~~ by January 27th 1887 and cause continued.

Thursday December 6th A. D. 1888

Court convened this morning at 8½ Oclock the same officers being present as on yesterday.

770 The State of Ohio vs David McGraw } Indictment for Pocket Picking.

This day again came the Prosecuting attorney on behalf of the State of Ohio and the defendant with his counsel, also came the jury heretofore impaneled and Sworn according to law, and the jury having heard the argument of counsel and the charge of the court after deliberation thereon, returned the following verdict: To wit; "We, the jury in this case, find the defendant David McGraw Guilty in manner and form as he Stands charged in the first count of the indictment - And not guilty as he Stands charged in the second count of said Indictment - and we assess the value of the property Stolen at $80.00 J. W. Smith, Foreman.

773 The State of Ohio vs Delmore Poling } Indictment for Petit Larceny.

Now comes the prosecuting attorney on behalf of the State of Ohio and the defendant being in Court in person and arraigned upon said indictment for plea thereto Saith he is "not guilty" and puts himself upon the country and the prosecuting attorney doth the like. 5343

770 The State of Ohio vs Henry Mitchee } Indictment for "Pocket Picking"

Now comes the Prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into Court in Custody of the Sheriff and his attorney also coming. Also came the following named persons as jurors To-wit:

1 H. S. Gillespie	5 Seymor Wilkins	9 Samuel Culbertson
2 Samuel Carson	6 James Norris	10 Milo Kimball
3 C. M. Graham	7 Philip L. Coe	11 William Bennett
4 Charles Comstock	8 Frank M. Gardiner	12 Nicholas Burnham

who were duly impaneled and Sworn according to law. And the said Jury having heard the evidence and charge of the court after deliberation thereon returned the following Verdict to-Wit; "We the Jury in this case find the defendant Henry Mitchee Not-Guilty, in Manner and form as he Stands charged in the indidment. H. S. Gillespie, Foreman.

And there being no farther Charge against said defendant he is hereby discharged,

3648 John Hamilton Guardian
vs
William Dailey et al

This day this cause on this cause to be heard on the motion of all of said parties and it appearing to the court that the court at a previous term of this court confirmed to William Dailey the land partitioned in the said case (See Record of this court Vol 10 page 200 of the complete records for complete description of said land) and it appearing that the true number of the Survey was 12400 12403-12393 & 12413. instead of 10526?. and it appearing that the court ordered the Sheriff of this county to make and execute to said William Dailey a deed for said land but that the Sheriff by oversight failed to execute the same and has now gone out of office and Marion Hopkins is now the Sheriff of said county and that William Dailey has conveyed to Thomas Herod the said land by his deed recorded in Vol 27 on page 586 of the records of deeds of said County. Therefore it is ordered and adjudged by the court (the parties aforesaid being satisfied therewith) that the present Sheriff execute and deliver to said Thomas Herod the said land correcting the number of the Survey, and description to correspond therewith. The said deed to convey to said Thomas Herod said land in fee simple the same as if the said Sheriff had executed deed in pursuance of the said order made in said cause When said land was adjudged to said Dailey as shown by said Record. The costs to be paid by said Thomas Herod.

Elizabeth Stevenson
vs
5343 Edward O. Stevenson et als

This day came the parties herein and the court by consent of the defendant Mathew Lingrel and by consent of the plaintiff and of Edward O. Stevenson find that in satisfaction of the said Mathew Lingrel's claim in said land for taxes and interest and for improvements made by him, and deducting therefrom the rents and damages done on said land. the sum of twenty nine hundred and thirty four dollars ought to be paid April 1st 1889 at time said Lingrel is to relinquish his interest in said land by his release deed to plaintiff and deliver peaceable possession of the said tract in his possession to her except he is to have right to cut and harvest the crop of wheat now growing thereon by giving to said plaintiff one half of the wheat in the bushel at the Machine. It is therefore considered ordered and adjudged by the court that if the said plaintiff and said Edward O. Stevenson fail to pay to said Mathew Lingrel on the 1st of April 1889 said sum of $2934. that an order of Sale issue to the Sheriff of this County Commanding him to appraise advertise and sell the land described in said Lingrels answer to satisfy said claim and on payment of the same said Lingrel shall relinquish his entire interest in said land, but shall deliver possession the 1st of April 1889 and that claim is a lien on said land prior to the plaintiffs claim thereon and said Lingrel is to pay no costs in this case.

Thereupon Court adjourned until tomorrow morning at 8½ Oclock

Friday December 7th A.D. 1888

Court convened at 8½ Oclock this Morning the Same officers being present as on yesterday.

5319

5593 Andrew Bonnine vs James Wright

This day this cause is continued with leave to plaintiff to secure the costs in this case or make a deposite in Money with the clerk of this court and to the Satisfaction of Said Clerk the costs to be secured or deposite Made in 20 days from the rising of this Court.

5668

5678 A. Waller vs S.S. & R.W. McBamey & Co et al

This day this cause came on to be heard upon the motion of the said W.A. McBamey to Set aside the Summons and Service and return thereof; and the Court having heard the Evidence adduced by the parties and the argument of their Counsel, and being fully advised in the premises doth grant said motion.

It is therefore ordered and adjudged by the Court that the Summons issued herein against the said defendant W.A. McBamey on the 27th day of October 1888 and Sheriffs return of said Service be and the Same are hereby Set aside and held for naught at the cost of the plaintiff.

5573

5536 Michael Cody vs Edward Body et al

This day came on this cause to be heard on the motion to confirm the assignment of dower to Margaret Body widow of John Body dec'd and the appraisement made by the commissioners in partition and the report of the Sheriff on the order of partition Whereupon the Court being fully advised in the premises do find said proceedings regular and it is ordered and adjudged by the court that said report and proceedings be and the same are hereby confirmed and the said Margaret Body is endowed of the 49½ acre tract assigned as dower to hold during her life and no one electing to take said land in the petition described at its appraised value. It is ordered and adjudged by the court that an order of Sale issue to the Sheriff of this County Commanding him to advertise and Sell said 30 acre Lot clear of her dower and said 120 acres Subject to said dower on the following terms Viz 1/3 cash in hand 1/3 in one and 1/3 in two years with interest Secured by Mortgage, and report his proceedings at this term of the court if possible.

5319 Mayer, Wile et al vs James W. Smith

This cause came on for hearing on the motion of the defendant to set aside the verdict and for a new trial herein, and the court on consideration thereof does overrule the same.

It is therefore considered by the court that the said Defendant recover from the said Plaintiffs his cost herein expended taxed to $ and Execution is awarded.

5668 James Marks vs L. M. Leary et al

Now comes the plaintiff by his attorneys and the defendants L. M. Leary and C. B. Holycross being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true and find that the defendants L. M. Leary and C. B. Holycross are indebted to the plaintiff James Marks in the sum of $107.88

It is therefore considered by the court that the said plaintiff recover from the said defendants L. M. Leary and C. B. Holycross the said sum of $107.88 with 8% interest and his costs herein expended taxed at $

5573 W. H. Leary Treas &c vs James Sweeney

This day this cause came on to be heard on the motion of Robert Smith to be substituted as plaintiff instead of W. H. Leary, and it appearing that said W. H. Leary has ceased since the commencement of this action to be the Treasurer of this county, and that Robert Smith is now the Treasurer of this county, It is ordered and adjudged by the Court that he be substituted as Treasurer in the stead of the W. H. Leary, and this case is set for hearing Jany 7th 1889.

Friday December 7th A.D. 1888

Court convened at 8½ Oclock this Morning the Same officers being present as on yesterday.

5319

5593 Andrew Bonnine
vs
James Wright

This day this cause is continued with leave to plaintiff to secure the costs in this case or make a deposite in Money with the clerk of this court and to the Satisfaction of Said Clerk the costs to be secured or deposite Made in 20 days from the rising of this Court.

5668

5678 A. Waller
vs
S.S. & R.W. McCamey & Co et al

This day this cause came on to be heard upon the motion of the Said W.A. McCamey to Set aside the Summons and Service and return thereof; and the Court having heard the Evidence adduced by the parties and the argument of their Counsel, and being fully advised in the premises doth grant Said motion.
It is therefore ordered and adjudged by the Court that the Summons issued herein against the Said defendant W.A. McCamey on the 27th day of October 1888 and Sheriffs return of Said Service be and the Same are hereby Set aside and held for Naught at the cost of the plaintiff.

5573

5536 Michael Cody
vs
Edward Cody et al

This day came on this cause to be heard on the motion to confirm the assignment of dower to Margaret Cody widow of John Cody dec'd and the appraisement made by the commissioners in partition and the report of the Sheriff on the order of partition Whereupon the court being fully advised in the premises do find Said proceedings regular and it is ordered and adjudged by the court that Said report and proceedings be and the same are hereby confirmed and the Said Margaret Cody is endowed of the 49½ acre tract assigned as dower to hold during her life and no one electing to take Said land in the petition described at its appraised value. It is ordered and adjudged by the court that an order of Sale issue to the Sheriff of this County Commanding him to advertise and Sell Said 30 acre Lot clear of her dower and Said 120 acres Subject to Said dower on the following terms Viz 1/3 cash in hand 1/3 in one and 1/3 in two years with interest Secured by Mortgage, and report his proceedings at this term of the court if possible.

5319 Mayer, Wile et al vs James W. Smith

This cause came on for hearing on the motion of the defendant to set aside the verdict, and for a new trial herein, and the court, on consideration thereof does overrule the same.

It is therefore considered by the court that the said Defendant recover from the said Plaintiffs his cost herein expended taxed to $ and Execution is awarded.

5668 James Marks vs L. M. Leary et al

Now comes the plaintiff by his attorneys and the defendants L. M. Leary and C. B. Holycross being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true and find that the defendants L. M. Leary and C. B. Holycross are indebted to the plaintiff James Marks in the sum of $107.88

It is therefore considered by the court that the said plaintiff recover from the said defendants L. M. Leary and C. B. Holycross the said sum of $107.88 with 8% interest and his costs herein expended taxed at $

5573 W. H. Leary Treas &c vs James Sweeney

This day this cause came on to be heard on the motion of Robert Smith to be substituted as plaintiff instead of W. H. Leary, and it appearing that said W. H. Leary has ceased since the commencement of this action to be the Treasurer of this county, and that Robert Smith is now the Treasurer of this county, It is ordered and adjudged by the Court that he be substituted as Treasurer in the stead of the W. H. Leary, and this case is set for hearing Jany 7th 1889.

Saturday. December 8th A. D. 1888

Court convenes at 8½ oclock this morning the same officers being present as on yesterday.

5608 Ellsworth Montgomery by B. F. Woodburn Guardian vs George W Montgomery et-als

This day came on this cause to be further heard by the court. Whereupon the court find the widow of George W. Montgomery is dissatisfied and wishes to withdraw her answer as being to take her dower in Money instead of land. Therefore it is ordered by the court that the order of partition made in this in this cause at this term be set aside and said widow allowed to withdraw her answer and thereupon the court finding she is entitled to dower and plaintiff entitled to partition of said land in the petition described. It is ordered and adjudged that the Sheriff by the oaths of Eli Fogel, W.A. Bennett and Wm Lowe set-off to said widow her one Third of said land as her dower and set-off in Severalty the one tenth part of said lands to each one of said heirs of George W. Montgomery deceased subject to said dower and if the same will not bear partition without manifest injury that they appraise said land subject to said dower and report during this term of the court if possible.

5603 William Knightlinger vs Jacob Leonard

By consent of parties. This cause is continued with leave to answer by the defendant to answer in 30 days from the rising of the court.

5560 James L. Jolliff vs Benjamine F Welch et-als

This day came E D Pitts by his attys Robinson and Piper and asked leave of the court to file answer herein, Whereupon the court being fully advised in the premises do grant such leave to Jany 1st 1889 to file such answer.

773 The State of Ohio
vs
Delmore Poling } Indictment-for Petit-Larceny

Now come the Prosecuting attorney on behalf of the State of Ohio The defendant-also appeared in open court-and was arraigned upon said indictment-and for plea thereto saith he is not Guilty and puts himself upon the country and the prosecuting attorney doth the like, also came the following named persons as Jurors to-wit;

1 James W Smith	5 Thomas Curry	9 William Acton
2 Peter Johnson	6 Lewis Brown	10 Charles Martin
3 Frank Gant-	7 Samuel Oakwood	11 W. R. Henderson and
4 George Weaver	8 Henry Montgomery	12 Albert-Adams who were

Empaneled sworn and affirmed according to law and the said Jury having heard the Evidence adduced, Arguments- and Charge of the court,- after deliberation thereon returned the following Verdict,-To-Wit;

"We, the Jury in this case being duly impaneled Sworn and affirmed to well and truly try and true deliverance make between the State of Ohio and the prisoner at the Bar Delmore Poling do find that the prisoner at the bar Delmore Poling, guilty and assess the Value of the property Stolen at $5.00 — T. H. Curry. Foreman-

And the defendant- being informed by the Court-of the verdict-of the Jury and inquired of if he had anything to say why judgment- Should not- be pronounced against-him and having nothing to say but-what-he hath already said, It-is therefore Considered and adjudged by the court- that-the defendant- Delmore Poling be confined in the Jail of this County for the period of Two days and pay a Fine of Five dollars And the costs of this action taxed at-$

The State of Ohio
vs.
Edmund Harriss } Indictment- for Horse Stealing

The defendant-having heretofore been convicted of Horse Stealing was this day brought-into court-in custody of the Sheriff and informed by the court-of the verdict-of the jury and inquired of if he had anything to say why judgment-Should not-be pronounced against him and having Nothing to say but-what he hath already said, It-is therefore considered and adjudged by the court- that-he be confined in the Penitentiary of the State of Ohio for the period of one Year and Kept-at-Hard Labor. No part- of which time to be Kept-in Solitary confinement-and to pay the cost-of this action taxed at-$ and Execution is awarded.

Saturday Dec 8th A D. 1888

770 | The State of Ohio / US / David McGraw et al | Indictment for Larceny & Pocket Picking | 770

The defendant David McGraw having been heretofore convicted of Larceny was this day brought into court in custody of the Sheriff. His attorney and the Prosecuting attorney also coming. This cause come on to be heard on the motion of the defendant for a new trial, which was argued by counsel and submitted to the court. On consideration whereof the court overruled the same to which ruling of the court the defendant excepted, and the defendant being informed of the verdict of the jury and enquired of if he had anything to say why judgment should not be pronounced against him and having nothing to say except what he hath already said. It is therefore considered and adjudged by the court that the defendant David McGraw be confined in the Penitentiary of the State of Ohio and kept at hard labor for the period of one year, no part of which time to be kept in Solitary Confinement and to pay the cost of this action and Execution is awarded.
And the said defendant giving notice of his intention to apply for a writ of Error, on motion, it is ordered that the execution of the Sentence herein be Suspended until January 7th 1889.

This day the court allows, and orders paid to John L. Porter Forty dollars for aiding the Prosecuting attorney on the trials of David McGraw and Henry Mitchell, two Separate trials.

5618

5665

5494 | Jacob Leonard / US / Simon Hall et al

The jury in this action having on a former day of this term rendered a verdict for the defendants, and no notice for a new trial having been made: It is therefore considered by the court that the said defendants go hence without day, and recover from the plaintiff his costs herein expended.

5764 | Adaline Poling / US / Theodore Poling

1944

This day this cause came on and was submitted to the court whereupon the court order and adjudge that this cause be dismissed at defendants cost: And it is therefore considered and adjudged by the court that the defendant within 20 days pay the costs in this case and in default thereof that Execution issue therefor. No Record.

Saturday December 8th A D 1888.

770 The State of Ohio vs David McGraw Henry Mitchel & Charles Butz } Indictment - for "Pocket Picking"

It appearing to the court that the defendant Charles Butz, is willing to become a witness for the State in the prosecution of his co-defendants upon being discharged therefrom himself, it is ordered that a Nolle prosequi be, and is hereby entered herein as to said Charles Butz,

5618 William Blackburn vs William Crowder }

The plaintiff comes by his attorney and the defendant for being in default for answer and demurrer the court find that the allegations of the petition are confessed by him to be true, and that there is due from the defendant to the plaintiff the sum of $261.92 with interest at 8% from the 29th day of October 1888.

It is therefore considered and adjudged by the court that the said plaintiff recover from the said defendant the said sum of $261.92 with interest at 8% from the 29th day of October 1888. and his costs taxed at $ -

5665 Eliza J. Monroe vs Wm W. Epps et al }

This day came this cause on to be heard, it appearing that the heirs of Duncan McArthur and his devisees make claim to some interest in said lands in the said petition described and that said Mortgage was given for a part of the purchase money for said land and that the plaintiff and other heirs of Jacob Baltimore conveyed said lands to said Wm W. Epps by deed of general warranty, It is ordered and adjudged by the court that the heirs and devisees of Duncan McArthur be made defendants in this case and they be required to set up their claim to said land as provided by the Statutes of Ohio in such cases, and for that purpose this cause is continued.

1944 John A. Beeber Receiver vs Camp and Randall Mfg Co }

This day came the parties and compromised and settled this cause by payment of Sixty per cent of the face of the claim and each party paying one half the costs, Thereupon the court order and adjudge that the same be and is settled as aforesaid and the cause be left off the docket. Without record.

Saturday December 8th A. D. 1888

4943. John A. Beebe Receiver vs Lamps & Randall Mfg Co

This day came the parties and compromised and Settled this case by paying out of Sixty percent of the face of the claim and each party paying one half of the costs. It is therefore ordered and adjudged by the court that the Same be and is Settled as aforesaid and left off the docket. No Record.

5549 Ida Waugh vs Johnson Waugh

This day this cause came on to be heard upon the petition and Evidence. On consideration whereof the court being fully advised in the premises finds that the defendant has been legally Notified and that the residence and Marriage of the plaintiff are correctly Stated in her petition. The court further finds that the defendant has been guilty of gross Neglect of duty and the plaintiff is entitled to a divorce.
It is therefore decreed by the court that the marriage relation Existing between said parties be and the Same is annulled and plaintiff is restored to her Maiden name of Ida Randall.

5624 Daniel Parish, Ellis Parish and Jennie Parish vs Charles Bigley et al

The jury in this action having on a former day of this term, rendered a Verdict for the defendants, and no Motion for trial having been Made; It is therefore considered by the court that the said defendants go hence without day, and recover from the plaintiffs their costs herein Expended.

5522 Fleck and Chapman vs P. T. Lightner et al

Oct 29th 1888. This case Settled by the parties at the cost of the plaintiffs. It is therefore considered by the court that the defendants recover from the plaintiffs their costs herein Expended 5561

5581 State of Ohio vs W. T. Jones

This cause dismissed by order of the court. at cost of defendants. It is therefore considered by the court that the Plaintiff recover from the defendant the cost of this action taxed to $

In the Matter of the appointment—
of Member of Soldiers Relief Commissioner—

On Motion of E.W. Porter Prosecuting attorney of Union county Ohio, and it appearing to the court that the term of office of John Wiley Esq as a Member of the Soldiers Relief commissioner of said County is about to expire: It is therefore ordered, that said John Wiley be and he is hereby reappointed a Member of said Soldiers Relief Commission, and he is ordered to take the oath of office, and he shall hold said office, and perform the duties thereof and receive the fee and emoluments of the same for the period of three years or until his Successor is appointed and qualified, according to the Statute in such case made and provided.

The Richwood Deposite Bank
vs
Richard Mayfield & Skidmore
and B. E. Wise

This cause came on to be heard on the return of the Sheriff of the of the writ of Execution issued herein with his report of his proceedings and Sale of Lands and tenements under said writ: And the court having carefully Examined the said proceedings being Satisfied that the said Sale has been in all respects made in conformity to the provisions of the Statute in such case made and provided finds the same to be legal and does therefore approve and and confirm the same,
It is further ordered that the Sheriff make to the purchaser William Mayfield a deed in fee Simple for the lands and tenements so Sold, to-wit: The following described property, to-wit; Situated in the County of Union State of Ohio. and in the Village of Magnetic Springs. Being all of Lot No 100 in the H. C. Hoskins addition to the Village Except Nine feet off the South part which deeded to Rosalinda Mayfield. And the said purchaser is hereby Subrogated to all the rights of any lien holder who shall be satisfied herein for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.
And the court coming now to distribution of the purchase Money in the hands of the Sheriff orders that he pay,
The Clerk of this court the costs of this action taxed at $
To the plaintiff The Richwood Deposit Bank the amount of the judgment herein rendered with interest to this date, to-wit; the Sum of $120.
To N.C. Beard the balance remaining in his hands to apply on his Judgment.

5561 F. M. Brown et al
vs
W. A. Wills et al

This day this cause was Settled at Cost of plaintiff
It is therefore considered That the defendant go hence and recover of the plaintiff the cost of this action herein taxed at $ No Record

5716

William H. Leary Treasurer &c
vs
London Bishop

This day this cause this cause to be heard and it appearing that Wm. H. Leary has ceased to be Treasurer and Robert Smith is now the Treasurer of this county and therefore he is substituted as plaintiff, and it appearing that the defendant is still in default the cause was submitted to the court. Whereupon the court finding for the plaintiff on the allegations of the petition that the same are true and that there is a lien on the land in the petition described for the taxes assessed as therein set forth in the sum of $5.53.52 and it appearing that defendant has paid on said claim on the 7th of July 1888. the sum of $4.79.05 and that there remains to be paid thereon the sum of Seventy four & 22/100 dollars which is a lien under the Statutes on said land, It is therefore considered, ordered and decreed by the court that the said plaintiff Robert Smith Treasurer of Union County Ohio recover of the said London Bishop said $74.22 due as aforesaid. and that if the defendant fail for ten days to pay said $74.22 and the costs herein expended taxed to $ That an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell said land according to land and bring in his report thereon in order that plaintiffs said claim be paid.

5343 Elizabeth Stephenson
vs
Edward O Stephenson

This day came the parties herein, and the Court by consent of the defendant and D.H. Fowler, and by the consent of Plaintiff and of Edward O Stephenson, find that in satisfaction of said D H Fowler's claim in said land for taxes and interest, and for improvements made by him after deducting therefrom the rents and damages done on said land, The Sum of Fourteen hundred dollars ought to be paid April 1st 1889, to said D H Fowler, at which time said D H Fowler is to deliver possession of of the 101¾ acre of said land in his possession and in his answer described, and by his quit claim release his interest in said land to the plaintiff. It is therefore considered ordered and decreed, by the court that if said plaintiff fails to pay said Sum of Money Viz $1400 to said Fowler on or before April 1st 1889, that an order of Sale issue at his request to the Sheriff of this county commanding him to advertise appraise and sell said 101¾ acre tract to pay said $1400 which the court find to be the first lien on said 101¾ acre tract, If said $1400 be not paid by April 1st 1889, the said Fowler may at his option Surrender possession and enforce this decree; or may continue to farm the land another year from that date on the usual custom of the country between landlord and tenant, and enforce this decree for the payment of the $1400 and interest from April 1st 1889, at the same time,

The Court further authorize the plaintiff on amendment to her petition, and this cause is continued for further order,

Whereupon court adjourned to meet again 7th 1889 at 9 o'clock P. M.

5676/

Saturday January 5th AD 1889.

5716 Minerva Clark
vs
George Clark and
Marion Hopkins

Before the Probate Judge,
Union County Ohio,
January Term AD 1889.
Motion for Temporary Injunction
in the Court of Common Pleas
Union County Ohio,

And now on the 5th day of January 1889 came the Plaintiff by D H ayers her attorney, and it being made to appear that there is at this time no Common Pleas, District or Supreme Judge within Said county, the Motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the motion therein filed, and after hearing the argument of Counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the Same is hereby allowed in this case, to restrain the Said defendant Marion Hopkins Sheriff, of Union County Ohio from Paying over money in his hands, to-wit the Sum of Nine hundred dollars, or any part thereof to the Said defendant George Clark or to any person for him the Said George Clark, as prayed for in Said petition of plaintiff, It is further ordered that the Clerk of the Court of Common Pleas issue Summons in this case endorsed injunction allowed

Leander Piper Probate Judge,

Saturday December 8th AD 1888.

5561 W H Brown et al
vs
W H Wills

This day this cause came on to be heard on the petition the answer and reply and it appearing to the Court that Said Plaintiff, and the defendant W H Wills Said compromised Said cause, So far as the Judgment of Said defendant Wills was concerned by paying to Said Wills the Sum of twenty dollars and Said plaintiffs, and Said plaintiffs to pay the costs in the case of Said Wills against Lucy Brown as shown on execution and lein Docket No one, page 349, of the records of the clerk of this court Amounting to $, and the costs in the action taxed to $

It is therefore Considered and adjudged by the Court that the defendants recover of Said plaintiff the Said costs taxed to $ in Said case of W H Wills vs Lucy Brown and Said ~~costs~~ $ ---- costs herein taxed and execution is awarded therefor,

Monday January 7th A.D. 1889.

Court commenced at One & ½ Oclock P.M. pursuant the adjournment. The Honorable John A. Price Judge presiding
Thomas Martin Sheriff
Edwd W. Porter Pross attorney
Robert McCrory Clerk

5651 Fleck & al Chapman } vs Eliza J. Monroe } Settled and cost paid. "No Record."

5692 Mary Pierce } vs George W. Freeman et al } Now came the parties herein by their attorneys and thereupon this cause came on to be heard upon the petition the answer of Rachel Pierce &c and on consideration whereof the Court finds that said Rachel Pierce is entitled to dower in the premises, and that said Rachel Pierce by her answer has waived dower and elected to take the same in Money. That the said plaintiff Mary Pierce is seized of and has a legal right to the undivided one Sixth part thereof and is entitled to have partition of said premises; That the defendants are tenants in common with the said plaintiff in said premises (Except said George W. Freeman who is administrator of the Estate of said Daniel Pierce Decd) Subject to the dower interest of said Rachel Pierce, in the following proportions: to-wit- The plaintiff one Sixth part- Wm M. Pierce one Sixth part- Sherman Pierce one Sixth part- and no reason appearing why partition should not be made. 5687

It is therefore ordered adjudged and decreed that said Rachel Pierce be endowed of the full equal ⅓ part of said premises as per agreement of said parties, upon the Sale of said premises; and that an order issue to the Sheriff of said County of Union Commanding him that by the oaths of Samuel Johnson William Starr and George Snider three judicious and disinterested freeholders of the vicinity, who are hereby appointed Commissioners for that purpose, that he cause to be set off to the said plaintiff and Each of said defendants their respective parts and proportions thereof if the same can be done without manifest injury to said parties. It is further found by the court that it will require about $ to be paid out of the proceeds of said ~~Sale~~ real Estate to said George W. Freeman as administrator of said Estate. It is therefore ordered that if in the opinion of said Commissioners said premises cannot be divided Subject to the dower of said Rachel Pierce and of the debts of said decedant that they appraise the same both Subject to and free from the dower of said Rachel Pierce and that he is ordered to make return of his proceedings hereon forthwith to this court. 5697

Monday January 7th A. D. 1889.

5582 Dela Ward
vs
David Ward

This day this cause was dismissed by counsel for plaintiff and at his costs. It is therefore ordered and adjudged by the court that the defendant recover of plaintiff his costs taxed at $

Catherine Wingfield
vs
Rosa Gamble et al

Rosa Gamble
vs
John L. Gamble et al

This day this motion came on to be heard and the court being fully advised in the premises find that the motion should be granted. It is therefore ordered by the court that the case of Rosa Gamble vs John L. Gamble No 5537 being a case for the assignment of dower be consolidated with this case No 5697.

5687 Emanuel Davis Guardian
vs
D. G. Belleville

This day came the parties and submitted this cause to the court neither party demanding a jury and thereupon the court find the allegations of the petition to be true and there is due plaintiff as said Guardian on the said note the sum of Six hundred and six dollars at 8 per cent interest from this 7th of Jan 1889.

It is therefore considered and adjudged by the court that the plaintiff as said guardian recover of the said defendant the said sum of $606. and cost taxed to $ Said judgment to draw 8 per cent interest until paid

5697 Catherine Wingfield et al
vs
Rosa L. Gamble et al

On motion of the plaintiff and it appearing to the court that Leluria Gamble and Franklin Gamble are Minors James B. Cole is appointed Guardian ad litum for the purposes of this suit.

3697 Catherine Wingfield et al
vs
Rosa M. Gamble et al

Now came the parties by their attorneys and thereupon there upon came this cause on to heard upon the petition and the answer of said Rosa Gamble and James B. Cole as Guardian ad litum Lettitia Gamble and Franklin Gamble Minor defendants and upon the answer of John Gibson Guardians of said infants, and on consideration the court finds that said Rosa M. Gamble widow is entitled to dower in the premises described in the petition and that subject thereto the said Catherine Wingfield is seized of and has a legal right to the undivided one Seventh part of said estate described in the petition and is entitled to have partition made of said premises that the defendants are tenements in common with the said plaintiff in said premises in the following proportions and that subject to the dower of said Rosa M. Gamble said George Gamble is entitled to the undivided one Seventh part thereof John C. Gamble the undivided one Seventh part thereof Sarrey Gamble the undivided one Seventh part thereof Elmer Gamble the undivided one Seventh part thereof Lelurid Gamble one undivided one Seventh part thereof Franklin Gamble the undivided one Seventh part thereof, and no reason appearing why partition should not be made. It is therefore ordered and adjudged and decreed that the said Rosa Gamble be endowed of one full Equal third part of said premises and that subject thereto partition of said estate be made and that an order issue to the Sheriff of said County of Union commanding him that by the oaths of J. B. Norriss, Arthur Leiggett and Andrew Taylor three judicious and disinterested free holders of the Vicinity who are hereby appointed Commissioners for that purpose he set off and assign such dower to the said Rosa M. Gamble according to law and by the like oaths of the said named commissioners cause to be set off and divided to the said plaintiff and to each of the said defendants the part and proportion of the said Estate to which they are hereinbefore severally found Entitled, And it is ordered that if in the opinion of the said Commissioners said premises cannot be divided by Meles and bounds without manifest injury to the value thereof, they appraise the same both subject to and also free from dower of the said Rosa M. Gamble and of his proceedings the Sheriff is ordered to make due return without unnecessary delay.

3608

5660

5645

Ellsworth Montgomery by
R. L. Woodburn his Guardian
vs
5608 George W Montgomery et al

The entry in this made Dec 8th 1888 is set-aside and Marked Error by order of the court,- and thereupon the court-do confirm the return and appraisement of said premises clear of dower and neither of the tenants in common electing to take said premises at the appraisement it considered ordered and adjudged by the court that an order of sale issue to the Sheriff commanding him to advertise and sell said premises in the petition described according to law on the terms following to-wit; one third in hand One third one year and one third in two years with interest from day of Sale secured by Mortgage on the premises and this cause is continued.

Carrollton S. Carpenter
vs
5660 Samuel Landis et al

This cause is continued on Motion and Showing of the defendants at this costs of the term.
It is therefore considered and adjudged that the defendants pay the cost of this term. taxed

Hazel L. Evans & Bro
vs
5645 J. W. Mahaffey & wife

This day came on this cause to be heard on the motion to confirm the Sale made to plaintiff of the premises in said petition described. Whereupon the Court being fully advised in the premises do confirm the said proceedings and Sale, and order the present Sheriff of this county to-wit:- Thomas Martin who enters on the duties of this office this day to execute and deliver to said purchaser a deed in fee Simple for said premises and the court order that out of the proceeds of said Sale the costs and taxes be first paid and the balance applied on the claim aforesaid found due plaintiffs and for the balance $ due on said decree and execution is awarded against-J. W. Mahaffey-

Monday. Jan 7th A.D 1889.

5594 — Trustees of Otterbein University
vs
A. H. Brightler et al

This day came the parties in this case and submitted this cause to the court on the motion to confirm the Sale made herein and the court being fully advised in the premises do find the proceedings and Sale regular and do order and confirm said Sale and proceedings and the Sheriff Thomas Martin who this day enters on his duties of Sheriff in this county is hereby authorize and ordered to Execute to S. M. Hibbard the financial Agent of the said plaintiffs to whom it desires said deed to be made a deed in fee Simple for said premises in the petition described conveying the same to him and his heirs and assigns in fee clear of the Claims of said A. H. Brightler and wife and N. E. Woodburn as assignee of A. H. Brightler and clear of the claim of the Home Building and Loan Association of Marysville and of all the defendants in this case and said S. M. Hibbard is subrogated to all of the rights of said plaintiff and the Mortgagee and the court order that out of the proceeds of said Sale the cost taxes amounting to $ be first paid and the balance amounting to $ be applied on the plaintiffs said claim against A. H. Brightler leaving $ unpaid for which Sum of $ Execution is awarded

5670

No 5688 — Forest S. Hagar
vs
John G Wilson et al

Now comes the plaintiff by his attorney and the defendants John G Wilson and Maggie Martin being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true and that they are indebted to the plaintiff in the Sum of $178 87.

It is therefore considered by the court that the said plaintiff, Forest S Hagar, recover from the said defendants John G Wilson and Maggie Martin the said Sum of $178 87/100 with interest thereon at Six percent per annum from January 7th 1889 and his costs herein expended

And as to the other defendant Thomas J Wilson this action continued.

5661

Monday January 7th 1889

5670 Alonzo Emerine
vs
George W Marshall et al

This cause coming on to be heard upon the motion of the plaintiff, and on his producing the return of the Sheriff of the Sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff, being Satisfied that the same has been had in all respects in conformity to law and the order of the Court. it is ordered that the said proceedings and Sale be, and they are hereby approved and confirmed, and it is further ordered that the said Sheriff convey to the purchaser Alonzo Emerine by deed according to law, the property So Sold And a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the clerk cause Satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of Records of Union county

And the Court coming to the distribution of the proceeds of said Sale amounting to $ It is ordered that the Sheriff out of the money in his hands pay- First" the taxes treasurer of Union County the taxes, penalty and interest against said property, to wit $ 2d the costs of this action Taxed at $ Third to the plaintiff the ballance of the money remaining in his hands.

5661 John R Wright
vs
George Clark and
Minerva Clark

This cause now coming on further to be heard on the motion of the plaintiff, and on the producing the return of the Sheriff of the Sale of the "real estate" herein made under a former order of this court, and the court on careful examination of the proceedings of said Sheriff, and being satisfied that the same have been had, in all respects in conformity to law and the orders of this court; It is ordered that the said proceedings and Sale be, and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchasers William O Thompson and George A Liggett, by deed according to law the property So Sold. — It is further ordered that the description of said lands be corrected So as to read as follows, to wit; Situated in the Township of Leesburg, County of Union and State of Ohio, Part of the combined Surveys No 13592 & 15941, and Survey No 3694 described as follows;— Beginning at a Stone and Brick at the S W corner of Simeon Devilles land and in the east line of said Survey No 3694 Thence with said line N. 8° 30' E 27 poles to a Stake; Thence N 80° 30' W 74 poles to a Stake

to a Stake in the east line of lands formerly owned by Catharine Hauler; thence with Said line South 9° 45' W 27 poles to a Stake S. E. corner to Said lands, and in the N Line of James W Liggetts land; thence with Said line S 80° 30' E about 20 poles to a Stone, at the S. E. corner of James W Liggetts land, Thence Southerly with the east line of Said lands about 105 poles to a Stake at the S.E. corner of Said lands in the center of a road, and in the Southerly line of lot No 6, of the Sub-division of Said Survey No 13592 & 15941; thence with Said line and road N 81° E about 115 poles to a Stone, (three Beeches gone) in the center of the Beers Grove Gravel Road; thence with the center of Said road N 9° W 70 poles to a Stone, (three ashes gone) North corner to lands formerly owned by Joseph Morey, and also corner to Semon Dewells land thence with the line of Said Semon Dewells land and the center of a road N 82° W 36 7/10 poles to the beginning Containing 62 3/10 acres More or less.

And the Said purchaser is Subrogated to all the rights of the Said lienholders in Said premises So far as they may be paid herein for the protection of his title, and a writ of possession is awarded to put Said purchaser in possession of Said premises, It is further ordered that the Clerk cause Satisfaction of the Mortgage herein Sued on to be entered on the record thereof in the office of the Recorder of Union County,

And the court coming now to distribute the proceeds of Said Sale amounting to $2083 75 it is ordered that the Sheriff out of the money in his hands pay— First— To the Treasurer of the County the Taxes, penalty and interest against Said real estate to wit the Sum of $,

2d The costs of this action taxed at, $

3d To the plaintiff John R Wright the amount heretofore found due him with interest, to wit the Sum of $1314 60

4th The Remainder of Said proceeds amounting to $ is to remain in the hands of the Sheriff of Union County Ohio to await the further order of the Court, as per injunction in the case of Minerva Clark vs John Clark et al, No

Appointment of Depety Sheriff,

Dep Sheriff. I do hereby certify that I this 7th day of January 1889 appoint D.S. Price Deputy Sheriff of Union County Ohio.

Thomas Martin Sheriff

The State of Ohio Union Coundty ss,

Personally appeared before me Deurell S Price who being duly Sworn upon his oath Says he will Support the Constitution of the Sate of Ohio, the constitution of the United States, and that he will honestly, faithfully and impartially discharge all and Singular the duties devolving upon him as deputy Sheriff of the Said County of Union Deurell S Price

Sworn to before me by Deurell S Price, and by him Subscribed in my presence this 7th day of January A D 1889

L Piper probate Judge,