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5628

Monday January 7th 1889. — Oct Term 1888.

Sheriff Hopkins, Cost Bill.

To the Hon John A Price, Judge
Union County Ohio.

To Marion Hopkins Sheriff Dr.

To Serving Grand Jury Venira, #4.50	#4.50
" " petit " (20)	6.00
Special "	4.50
45 Grand Jury Wit,	4.50
Making 46 copies " " "	4.60
753 Miles traveled	60.06
Andrew Hopkins Court Deptf 24 days	48.00
DJ Price " " 24 "	48.00
	180.26

I hereby certify the above account to be true & correct,
M Hopkins Sheriff
John A Price
Judge

Sheriffs unpaid fees - See Sec 1731

To Marion Hopkins, unpaid fees from Sept 1st 1888, to Jan 1st 1889, #100.00

I hereby certify the above to be correct,
M Hopkins Sheriff.

The foregoing bill is hereby approved, and the auditor will draw his warrant on the Treasurer for the sum of one hundred (#100.00) dollars in favour of Marion Hopkins Sheriff.
The Clerk will make entry and certify the same to the auditor
John A Price Judge.

5628 Israel Penrose vs Amos E Bright 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 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 and Sale be, and they are hereby approved and confirmed. And it is further ordered that Thomas Martin Sheriff, who this day enters upon the duties of his office in Union County, 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 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 his said premises. It is further ordered that the Clerk cause satisfaction of the mortgage herein sold on, to 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 $1054 50/100 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 one hundred and fifty two & 49/100 dollars, ($152 49/100)
Second Costs of this action taxed at $50 64/100
Third To Israel Penrose The amount so found due him, with interest to wit, $621, Ballance to remain in the hands of the court for further orders. & this Cause continued,

5579. John Brown vs Elizabeth Pound

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 proceeding and Sale be, and they are hereby approved and confirmed, And it is further ordered that Thomas Martin Sheriff, who this day enters upon the duties of his office in this said County of Union; Convey to the purchaser John Brown 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. 5719
It is further ordered that the clerk cause satisfaction of the mortgage herein sued on to be entered on the records thereof, in the recorders office of Union County Ohio,
And the court coming now to the distribute the proceeds of said Sale amounting to $435 00 it is ordered that the Sheriff out of the proceeds in his hands he pay- First to the Treasurer of this County the taxes penalty and interest against said property to wit the sum of $
2d The costs of this action taxed to $

5636. Jane S Hibbard vs Stephen Williams

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 consideration 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 Thomas Martin Sheriff who this day enters upon the duties of his office Convey to the purchaser Jeremiah Poling by deed according to law the property so sold And the said purchaser is hereby subrogated to all of 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 5720

warded to put said purchaser in possession of said premises.
It is further ordered that the clerk cause satisfactions of the Mortgages 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 fifteen hundred and three and 50/100 dollars ($1503 50/100) it is ordered that the sheriff out of the money in his hands pay — First.
To the the treasurer of this county the taxes penalty and interest against said property, To, wit. the sum of $105 02/100 Secondly — The costs of this action taxed to $ Third to pay. S. Hibbert the amount heretofore found due her with interest to wit, the sum of one thousand and sixty eight & 14/100 dollars ($1068 14/100) — and Fourth —
To the defendant, The Marysville Building & Loan association Co, the Ballance of the money remaining in his hands the sum of $ to be credited on its finding and decree herein.
Therefore came Martin Wetzel and asked and obtained leave of the court to file an answer and cross petition herein in 30 days.

5719 Bank of Richwood
vs
James Wright and

This day came the plaintiff by S S Gardner 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 for that purpose duly executed by the defendants James Wright and C F Haines, and now produced in open court and duly proven, waived the issuing and service of process and entered the appearance of said defendants herein, and by virtue of said warrant of attorney confessed that there is due from said defendants to the plaintiff as claimed in the petition the sum of $ 150 17/100. It is therefore considered by the court that the plaintiff recover of the defendants, the said sum of $150 17 and costs herein expended to be taxed with interest to be computed every year at 8 per cent per annum. and by virtue of said warrant of attorney all errors are released, and all right of appeal and to file a petition in error is waived.

5720 Bank of Richwood
vs
C W Burgvon and
J R Dickson

This day came the plaintiff by their attorney also appeared in open court, for and on behalf of said defendants D W Ayers, 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 waiving the

issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favour of said plaintiffs for five hundred and thirty six and 85/100 dolls being the amount of principal and interest due on said note and for costs taxed and to be taxed and released and waived all exceptions errors and right of appeal in the premises. 5723

It is therefore considered that said plaintiffs recover of said defendants the sum of five hundred and thirty six dollars and eight five cents, being the amount of said note without interest computed at 8 per cent per annum from the 18th day of January A D 1889, and also their costs herein expended, taxed at $3 87 and all errors are waived and the right of appeal and to file a petition in error are waived

5721 Bank of Richwood vs William J Mulvain

This day came the plaintiff by S S Gardner 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 produced in open court, and duly proven, waived the issuing 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 alleged in said plaintiffs petition the sum of $152 35 It is therefore that said plaintiff do recover of said defendant the said sum of $152 35 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 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. 5724

5722. Bank of Richwood vs C F Haines et al.

Now comes the plaintiff by S S Gardner their atty and also came D W Ayers, one of the attorneys of Record in this court on behalf of the defendants C F Haines and Mary Haines, and by virtue of a warrant of attorney for that purpose duly executed by ~~said defendants~~ and now produced in open court and duly proven waived the issuing and service of process, and with the assent of the plaintiff confessed that the said defendants are justly indebted to the said plaintiff in the sum of $159 80 as claimed in the petition. It is therefore considered by the court that the plaintiffs recover of the defendants the said sum of $159 80 together with their costs herein expended and taxed at $ and interest at 8% from this date, 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. 5696

5723 Bank of Richwood
vs
Nuget Herriman and
Jonathan Bell

This day came the plaintiffs by S S Gardner 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 issuing 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 alleged in said plaintiffs petition the sum of $104.20 It is therefore considered that the plaintiff do recover of said defendants, the said Nuget Herriman as principal and the said Jonathan Bell as surety the said sum of $104.20 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 cent per annum, and by virtue of said warrant of attorney all errors are to be released and all right of appeal to file petition in error are waived.

5724 Bank of Richwood
vs
C Mulvain et al

This day came the plaintiff by S S Gardner, 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 issuing and service of process, and entered the appearance of said defendants herein, and by virtue of the same warrant of attorney confessed that there is due from said defendants to said plaintiff as alleged in said plaintiffs petition the sum of $142.32. It is therefore considered that said plaintiff recover of said defendants the said sum of $142.32 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 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.

5696 Susan Price
vs
Delilah Price et al

This day came the parties and submitted this cause to the Court, upon the pleadings of the parties and the evidence On consideration whereof, the Court being fully advised in the premises, find that the equities of the case are with the plaintiff, and that her said claim is the first lien on the 88½ acres of land in the petition described. The Court finds that both the said Delilah Price and Matilda Baldwin have failed to comply with the conditions of said Mortgage, and that the conditions as to each of them have been broken. The Court finds that the

Just and reasonable Sum to be paid by Matilda Baldwin, to said plaintiff in order to discharge plaintiffs Mortgage from her land is $350.00 to be paid within ten days from this date ~~entry~~ and it is ordered that the said lands of Matilda Baldwin being the same described in the first cause of action in the cross petition of said Timothy Fahey, be charged with the payment of said Sum of $350.00 as the first and best lien thereon,

And that if said Matilda Baldwin shall fail for ten days to pay said Susan Price said Sum of Three hundred and fifty dollars, together with one half the cost of this proceeding taxed to $, Then that an order issue to the Sheriff said county commanding him to appraise, advertise and sell said land of Matilda Baldwin And out of the proceeds, pay "First" the costs and expenses of said sale and one half the cost of the proceeding, Second the taxes that may be a lien on said premises, Third, to the said Susan Price or her attorney the sum of three hundred and fifty dollars, Fourth; to the said Timothy Fahey the amount of his claim, and if any of the proceeds of said sale remain, that it be brought into Court to await the further order hereof.

The Court further find that the just and reasonable Sum to be paid by said Delilah Price, in order to discharge said mortgage said mortgage lien from her said lands is the sum of $350.00, to be paid on or before the first day of March next, and it is ordered that the said lands of said Delilah Price, (being the same premises described in the second cause of action set up in the cross petition of said Timothy Fahey) be charged with the payment of said sum of $350.00 as the first and best lien thereon

And that if said Delilah Price shall fail to pay said money until the first day of March next, then that an order issue to the Sheriff of said County commanding him to appraise, advertise and sell said lands of Delilah Price according to law;

And that out of the proceeds of said sale to pay "First", the cost of said sale, and one half of the cost of this proceeding "Second", the taxes that may be a lien on said premises, "Third", to the said Susan Price or her attorney the said sum of $350.00 "Fourth", to the said Timothy Fahey the amount of his claim, and if there be any of said proceeds left, then that the same be brought into Court to await the further order hereof.

And upon payment by said Delilah Price to said Susan Price or her attorney of said sum of $350.00 and the costs as herein provided her lands shall be wholy discharged from said mortgage, and ~~of~~ said Susan Price shall release all claim to said lands

And upon payment by said Matilda Baldwin to said Susan Price of said sum of $350.00, then said lands shall be wholy discharged from said mortgage, and said Susan Price shall release all claim thereto,

5678,

4587

Monday January 7th 1889

5678. A Paller vs S S & R W McCamey & Co and W A McCamey.

This cause being heard upon the motion of the defendant to compell the plaintiff to give security for costs, the court in consideration grant the same and order that the plaintiff shall give security within 30 days from this date or the action be dismissed

4587 Walter Bump. vs New York, Pennsylvania & Ohio R R Co

This cause being heard on the demurrers to the amended Petition, the Court in Consideration overrules the same, To which ruling of the Court the defendant excepts, and leave is given the defendant to answer in twenty days from January 7th 1889.

Thereupon Court adjourned till 8½ o'clock tomorrow Morning.

Tuesday January 8th AD 1889.

Court Convened pursuant to adjournment with the same officers as on yesterday.

5658 B. F. Talmage vs Wm. H. Graham et al } Leave is granted to plaintiff to make Bank of Richwood a party plaintiff and Nathan M Graham a party defendant - and to file an amended petition within ten days from the rising of the court.

5726

Tuesday January. 8th AD 1889.

John G Coleman
vs
John Vanderveer et al

This day again came the parties, and it having been therefore ordered that a certain wheat claim by George Becker should be turned over by said Receiver to Sprague & Perfect and the funds held to await the future order hereof.

It being made to appear to the court that the quantity of said wheat was 300 4/7 bushels, and the amount realized therefrom was $315.60 and it being further made to appear to the court that the said George Becker was at the time of said levy, the owner of said wheat and entitled to the proceeds thereof, It is ordered by the court that said sum of $315.60 now in the hands of said receiver be paid over to said Becker,

5726

A. D Palmer
vs
Henry W Spain

This day came the plaintiff by Cole & Bates his attorneys, and filed his petition against said defendant, and thereupon b S Cherrington 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 defendant; and 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 plaintiff as he has in his petition alleged, by virtue of said warrant of attorney, confessed that there was due from said defendant the sum of Eleven hundred and sixty one & 98/100 dollars, bearing interest at 8 percent per annum, and that said plaintiff ought to recover of said defendant a judgment for that sum It is therefore considered by the court here that the said A D Palmer Plaintiff do recover of the said Henry W Spain defendant the sum of Eleven hundred and sixty one and 98/100 dollars so confessed as as aforesaid with interest at the rate of 8% per annum from Jan 8th AD 1889. and also costs in his behalf expended taxed to $3.87 And by virtue of said warrant of attorney. all errors in this action, judgment and proceeding and all proceedings, petitions and writs of error thereon are by said defendant waived and released.

Tuesday January 8th A D 1889.

5605 The Peoples Bank vs J F McElroy et al

This day came all the parties in this cause and the Cause was Submitted to the court upon the pleadings, evidence and arguments of Counsel, whereupon the court being fully advised in the premises do find for the plaintiffs on the issues joined between the the plaintiffs and Said Campbell, that the Said conveyance as to to Said D A Campbell ought to be Set aside, and the court find that the Said Michigan Mutual Life Insurance Company took Said Mortgage for Twenty five hundred dollars in good faith, but has paid only four hundred dollars thereon, and the remaining $2100 is held by its agent, J W Deusenbery, to pay liens on Said Land and expenses of the abstract and commissions in obtaining the loan and the Ballance to Said J F McElroy. It is therefore considered ordered and decreed by the court, that Said deed of conveyance by Said J F McElroy and wife to Said D A Campbell be and the Same is hereby set aside and held for naught as to Said D A Campbell and wife, and it is further ordered that Said Michigan Mutual Life Insurance company within twenty days pay to the Clerk of this court Said twenty one hundred dollars with Seven per cent interest from August the 13th A D 1888, and if it fails to do So within twenty days, that Said Mortgage to Said company be Set aside as to Said Insurance company, except as to the four hundred dollars already paid thereon, as to which, Said Mortgage is to become a valid Lien in any event, Said twenty one hundred dollars, and interest to be held by Said clerk officially, and he is ordered to pay Said Sum of money out on the liens on Said land as follows, viz –

First, The Mortgage due to Said Snuffer, amounting to $. –
and the Sum of $ To J L Southerd in Satisfaction of his judgment lien, And the Sum of $ to C to Cole & Bales, and to J W Deusenbery Commission and expenses in procuring Said loan, and the Sum of $ Taxes on Said land, and the costs in this case,

And it is further found that Said plaintiff have obtained judgment against Said J F McElroy for the Sum of $1167 and $ 0 costs in this Court at this term of this court, on which an attachment had been levied on Said land, and the Court therefore consider and order that Said McElroy in three days pay Said judgment interest and costs, and in default thereof, that an order of Sale issue to the Sheriff of this county commanding him to appraise and Sell according to law Said land Subject to Said Mortgage of Said Insurance company, and bring the proceeds into court for distribution

To all of which findings, and judgments and orders, Defendants D A Campbell and Said insurance company excpt. and gave notice of their intention to appeal, and the court fix their appeal Bond at $500, &c Said plaintiff gave notice of its intention to appeal and the court fix its bail bond at $500, and leave is given all lien holders to file cross petition in thirty days, and leave is given to any one, claiming to, having a lien on Said land, to become defendant and file cross petition,

5666.

5727

5329

Tuesday January 8th A D 1889.

5666. William Hoover vs Charles Longshore

This day comes the defendant S H Lee, and on motion asked the Court for a decree of foreclosure of his mortgage set upon his cross petition, filed herein and the court upon being advised in the premises find that said Longshore has failed to answer or demur to said cross petition, the same is hereby adjudged to be true and said Mortgage foreclosed, and further that there is due upon said Mortgage, and by the terms thereof the sum of $80 00 as interest on the note therein described, and that unless said amount shall be paid by the 4th day of March A D 1889. an order of sale issue from this court, directing the sheriff to advertise and sell the premises described in said Mortgage and cross petition, as upon execution, and pay to S H Lee the sum of $80 00 with interest from said date of the 15th of January 1889. And also the sum of $800 00 the face of the said note, with interest at 8% from said 15th day of January 1889. and return ballance into court for further orders

5727 The Peoples Bank vs Abner Liggett and R H Cody

This day came the plaintiff by its attorney, also appeared in open court, for and on behalf of said defendants B L Bales an attorney 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 the issuing and service of process in this action, and confessed a judgment on said note against said defendant and in favour of said plaintiff for twelve hundred and fifty eight dollars and ten cents, being the amount of principal and interest due on said note and for costs taxed and to be taxed and released and waived all exceptions and errors, and right of appeal in the premises,

It is therefore considered that said plaintiff recover of said defendant the sum of Twelve hundred and fifty eight dollars and ten cents, being the amount of said note with interest computed at 8 per cent. per annum from the 8th day of January A D 1889 and also his costs herein expended and taxed at $3 87

5329 Susan Meddles vs Milo G Meddles

This day came the parties by their attorneys. and submitted this cause to the court upon the petition and Evidence. And on consideration whereof, the court being fully advised in the premises, finds that the defendant has been guilty of Gross Neglect of duty as charged in said petition, It is therefore considered and decreed that the marriage relation heretofore existing between the parties be and the same is hereby set aside and wholly

Tuesday January 8th A D 1889.

annulled. Coming now to the question of Alimony, the court finds that the said defendant is the owner of the following lands and tenements viz, Situated in the county of Union and State of Ohio and on the waters of Fulton Creek, Beginning at a Beech and Maple South east corner to a lot of land deeded by Joseph L Yonkin.; thence South 5½° W 154 poles to a Sugar tree Maple and Hickory on the line of Survey No 3468; thence S 82° E 144 poles to a Burr oak; thence N 5½° E, 154 poles to a white oak and Elm; Thence N 82° W 145 poles to the Beginning containing one hundred and thirty four acres being part of Survey No 11346.

Also Tract in Same County and State and Virginia Military District; Being part of Survey No 3468 on the waters of Bokes Creek. Beginning on the South line of Said Survey, at a Lynn Hickory and Box Elder; running South 7° W 34½ poles to a Stake thence N 83° W 116 poles to a Stake, Witness an Elm Maple & White ash thence 7° E 34½ poles to a Beech, white ash, and Sugar tree; Thence S 83° E 116 poles to the beginning containing 25 acres.

Also another in Said County and State aforesaid, Beginning at two Beeches and Elm, (one beech gone & Elm down) north east corner to Survey No 11246, Thence with Said line S 80¾° E 51 40/100 poles to a Stake, Elm ash & Beech. (Elm Down, ash & Beech gone) N.E. corner of a lot of land conveyed by J L & W S Winters to G W Ramage and in the Center of the Meddles Road, thence with the Center of Said Road N 88° E 15 60/100 poles to a Stake, N 69½° E 22 poles to a Stake; N 75° E 30 poles to a Stake N.E. corner to a lot containing 3 acres, and in Survey No 11346 Conveyed by M.G. Meddles to J J Goldsmith; thence with the east line of Said lot S 8° W 27 poles to a Beech ash & Sugar, (Sugar down) in the South line of Said Survey No 11346. and N.E. corner to a lot Containing 25 acres, and in Survey No 3468 belonging to M G. Meddles; Thence with the west line of Said 25 acres lot, in the West line of James Sexan S 80° W 95 6/100 poles to a Stone N.E. corner to W.W. Kirks, thence with his North line N 81¼° W 63 60/100 poles to a Stone North west corner to Said W Kirks, in the East line of lot conveyed by G W Ramage to A J Richardson; thence with Said line N 8¼ E 19 9/10 poles to a Stone N.E. corner to Said lot; thence with the North line of Said lot N 81° W 51 40/100 poles to a Stone in the center of the Miller Road and in the east line of Calvin Richards; thence with Said line N 8¼° E 77 poles to the Beginning Containing 67½ acres, Being 3 acres in Survey No 11346, and 64½ in Survey No 3468

Which lands and tenements have been acquired by the joint labor and industry of both Said parties, It is ordered and decreed by the court that the Said plaintiff have as her reasonable alimony one full and equal third part in value of Said premises in fee simple wholy discharged from any right or claim of Dower or courtesy in whole contingent or otherwise on the part of Said Milo G Meddles and that the remaining two thirds in value of Said premises Shall be and the Same is wholy discharged from any right or Claim of Dower, Contingent, in whole, or otherwise on the part of Said Susan Meddles. That for the purpose of assigning the Alimony

herein descreed to said plaintiff, It is ordered that the Sheriff by the oaths of A.M. Cowrey, James B. Whelpley and C. Hunter proceed forthwith to assign and set off to said plaintiff one full and equal thirds part in value of said premises by meets and bounds, and said Sheriff is ordered to make return thereof to the next term of this Court.

It is further ordered and decreed that whatever remains unpaid of the alimony pending suit heretofore ordered, be and the same is released, and said defendant discharged from the payment of the same.

It is further ordered that the plaintiff pay the costs made by her, and that the defendant pay the costs made by him, and in default of payment execution issues therefor.

It is mutually agreed by the parties with the approval of the court that the premises to be set off to said plaintiff shall not include the house and out buildings where Susan Stults now lives, nor grounds sufficient for dooryard, garden and out buildings well, cistern &c.

Court adjourned till tomorrow morning at 9 o'clock.

Court convened pursuant to adjournment at 9 A.M. with the same officers as on yesterday.

January 9th AD 1889.

John Guvener
vs
Samantha A Fay et al

5573.

This day this cause came on to be heard on the motion of the Plaintiff for a nunc-pro-tunc, order herein correcting the description of the lands herein sold to Andrew S Mowrey, and the court on consideration do sustain said motion It is therefore considered ordered and adjudged by the court that the Sheriff convey to Said Andrew S Mowrey the Said lands described as follows,

One fifth interest to Andrew S Mowrey

Situated in the State of Ohio, county of Union, and Village of Marysville, and part of Survey No 3351 & 3354, beginning at a Stake S.W. corner to lot No 17, in Welsh's Addition to Marysville,; Thence N. 5 E 16 poles with the west line of lots 17-16-15 & 14 in Said Addition to a Stake at the N.W. corner of Said lot No 14, and corner to premises owned by William Lightlinger; Thence with the South line of Said premises, N 86° W. 11 8/10 poles to a Stake in the center of Maple Street Thence with the center of Said Street S 5° W 16 poles to a Stake in the S line of lot No 20, of Cassil's Subdivision of the Stirratt farm; Thence with Said line and the N line of lot No 18 of Said Welsh's addition S 86° E. 11 8/10 poles to the beginning containing one acre & 70/100 of an acre be the same more or less,

5574

5423

J W Robinson
vs
Malon V Burris et al

5675

This day came on this cause to be heard on the motion to confirm the Sale to J W Cummings of the land in the petition described and thereupon the court being fully advised in the premises do find Said proceedings regular and lawful - and the Said proceeding and Sale as herein by confirmed by the Court and the present Sheriff is authorized and ordered to execute and deliver to Said purchaser or his demand, or on the payment of the costs herein expended, taxed to $ - deed for the Said Land in fee simple. — And the Court find that the amount of Said Mortgage to Said J W Cummings is greater, than the amount for which Said land Sold, and therefore is nothing left to apply on the payment of the mortgage to who assigned the Same to J W Robinson,

5621.

J R Day
vs
D G Wynegar

on Motion to the court, and it appearing that plff has failed to secure costs, as required by the former order of this case, It is now ordered that the plaintiff secure the costs by March 1st 1889, and in default that this cause stand dismissed at plaintiffs cost,

Wednesday January 9th AD 1889.

5573. William H Crary Treas
vs
James Sweeney et al

This day came Robert Smith treasurer of Union County, Ohio, now Substituted as plaintiff in this case, also came defendant by his counsel, and this cause was submitted to the court on the pleadings, without any evidence; whereupon the court find on the pleadings for the ~~plaintiff~~ defendant. Wherefore it is ordered and considered by the court that the plaintiffs petition be dismissed and the defendant recover his costs taxed to $. from plaintiff

Thereupon plaintiff notice of his intention to appeal this cause to the circuit Court, and the Court thereupon fixed the appeal Bond at one hundred dollars.

5574 W. H. Crary Treas
vs
Landon Bishop

This day the motion of the defendant to modify the Judgment and decree, entered at this term is continued, and it is ordered and adjudged that execution of said Decree and Judgment be Stayed until the next term of this court

5675 J H Coleman
vs
John Vanderaw et al

This day came the parties and Submitted their Cause upon the pleadings and the evidence, On consideration thereof the court being fully advised in the premises, order the receiver heretofore appointed in this case to make distribution of the monies in his hands as such receiver, as follows, to wit,

1st To the Marysville Bank the Sum of Twenty five hundred dollars ($2500 00) with interest at 8% per cent from January 20th 1887. Less $5 89 06 of a credit from accounts collected Made Dec 23d 1888. Also the further Sum of $1110.79. with interest on $1106 89 from October 26th 1888. at 8%, and Next to W L Curry first item after Banks Claim.

2d To George Beecher $196 13 with interest from october 25th 1888.

3d To The Ohio Coal Exchange $129 25 with interest on $126 40 with interest from Nov 6th 1888.

4th To Lewis Greeb $34 35 with interest on $33 25 with interest from November 13th 1888.

5th To Marion Hopkins $77 75 and $5 80 costs, with interest on $77 75 from January 5th 1889.

6th To Cole & Bales $41 10 with interest on $40 00 from November 30th 1888.

Wednesday January 9th AD. 1889.

7th To Justice Scheidrer. $ 57 42 with interest on $47 67 from Nov. 30th 1888.
8th To John Broderick $ 25 00 for J. Coleman.
9th To Dawson Merry and Co. $ 96 50/100 and Costs.
It is further ordered that said receiver retain the ballance of the Proceeds, if any, untill the further order of the court.

It is ordered that all Cases Motions, and matters now pending in the Court not otherwise disposed of be and the same are hereby continued to the next regular Term thereof.

This Separate Session of the court of common Pleas, for the Term of October AD 1888, was begun on the first Monday the 29th day of October 1888 and continued from day to day by regular adjournments untill this 9th day of January AD 1889. and is now adjourned without day

Attest P. McGrory Clerk.

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Tuesday January 29th AD 1889.

Mandate from Circuit Court.

Wm H Crary Treas. vs James Sweeney. } State of Ohio Union County Ohio ss.

5573.

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 J J Moore
" Henry H Seney
" Thos Beer } Presiding Judges.

At Marysville on the 22d day of January AD 1889, among other proceedings then and there had by and before, said Court, as appears by its Journal were the following,

No 76. { Wm H Crary Treas of Union County vs James Sweeney

This day came the parties in person and by counsel and submitted this cause to the Court, on the Pleadings, the evidence and arguments of Counsel, whereupon the Court being fully advised in the premises do overrule the demurrer to the petition, To which judgment of the Court in overruling the demurrer, the defendant excepts, And find for the plaintiff on the issues joined, in the petition answer and reply, 5716

Thereupon the Court find the sum for which the defendant is liable, by reason of the premises, is four hundred and ninety four dollars and six cents, which sum defendant ought to pay as prayed for in plaintiffs

It is therefore considered ordered and adjudged by the Court that the said plaintiff the present treasurer, as Treasurer, recover of said defendant, said sum of four hundred and ninety four dollars and six cents, and his costs herein expended and taxed to $ And in default of payment in ten days, the Court consider order and adjudge that an order of Sale issue to the Sheriff of this County Commanding him to appraise advertise and sell the land in said petition described, according to law to satisfy said judgment and costs And interest from date 5746

And it is further ordered that a mandate issue remanding this cause to the Court of Common pleas to carry this judgment into execution,

To all of which findings rulings and judgments and decrees the defendant excepts,

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 H McCorry 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 from the Journal of said Court. Witness my hand and seal of said Court this 28th day of January AD 1889 R H McCorry Clerk C. Court

{Seal}

State of Ohio. } Circuit Court of Ohio – Within and for
County of Union } The 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 the Cause of

Wm H Crary Treas.
vs
James Sweeny

into execution,

Witness, R McConny Clerk of our said Circuit Court, at Marysville Ohio, this 28th day of January AD 1889.

R McConny Clerk.

February 7th 1889. In Vacation,

5716 Minerva Clark
vs
George Clark and Marion Hopkins

On motion of plaintiff by her attorney, and good cause being shown, it is hereby ordered that she be allowed the sum of $75.00 for her expenses in conducting this action to be paid by defendant to plaintiff or her attorney, in installments, as follows, $25.00 to be paid on date of this entry, $25.00 in 15 days from said date and $25 in 30 days thereafter

John A Price
Judge of Court of Common Pleas

In Vacation.

5746 Maggie M Trickey
vs.
Thomas Martin Sheriff } Entry appointing Marion Hopkins to serve process. &c.

On application being made to the Honorable John A Price Judge of the court of common Pleas, at "Chambers" and it appearing that the Sheriff of Said County, Ohio, is incompetent, by reason of interest, it is ordered that Marion Hopkins, Esq. be appointed to serve the Summons order and other necessary process herein with full power to act as Sheriff in Said case, on giving bond with Surety to the approval of the clerk of Said Court in the Sum of one hundred dollars ($100.00) conditioned according to law,

Feby 13th 1889

John A Price
Judge of Court of common Pleas
10 Judicial District of Ohio.

In Vacation.

February 22d A.D. 1889.

5767 Catharine L Nogle vs. S J Skidmore and Thomas Martin. } Before the Probate Court, Motion for temporary injunction in, The Court of Common Pleas, Union County Ohio,

And now on this 22d day of February AD 1889 came the Plaintiff by P.R. Kerr, her attorney, and being made to appear that now at this time there is no Common Pleas, Circuit, or Supreme Judge within said County, the motion for a temporary injunction came on and was heard upon the petition of the plaintiff Catharine Nogle and the affidavit 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 defendants from in any manner disposing of the note in the petition described, 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 defendants, conditioned according to law, with Security to be accepted by said clerk of the court of common Pleas in the sum of $100.

Leander Piper Probate Judge,

February 27th 1889

5766. Frederick Weiks vs Eva Rosanna Weiks } Before the Probate Court, Motion for temporary Injunction in The Court of Common Pleas Union County Ohio,

And now on the 27th day February AD 1889. came the defendant by J McKennedy her attorney, and it being made to appear that at this time there is no Common Pleas, Circuit or Supreme Judge within said county, the motion of the defendant for a temporary injunction came on, and was heard upon the cross petition and answer of the defendant, and the affidavit thereon filed; and after hearing the arguments 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 plaintiff from in any manner, incumbering, selling or transferring his real estate as prayed for in cross petition of defendant, it is further ordered that the clerk of the court of Common Pleas issue Summons in this case endorsed injunction allowed without Bond

Leander Piper Probate Judge

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Judge

Monday March 4th A.D. 1889.

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 March A.D. 1889 held in the court-house in the Village of Marysville county and State aforesaid was begun on the first Monday, the 4th day of March in the year aforesaid.

Present:

Hon John A. Price.
Judge

Thomas Martin
Sheriff

Attest

R. McCrory Clerk of the Court of Common Pleas Union Co
By W. M. Weigel
Deputy

The venire facias for a grand jury, heretofore issued, and returnable this day at 10 o'clock A.M. was duly returned by the Sheriff, with his indorsement thereon, as follows: viz The State of Ohio Union County ss On the 4th day of February 1889 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-

1	Byron Galloway	Served	Feb 6th 1889
2	John Ogan	"	" 6th "
3	J. B. Johnson	"	" 7 "
4	John Reyner	"	" 8 "
5	Andrew Moodie	"	" " "
6	Jesse McCampbell	"	" 8 "
7	William Bishop	"	" 7 "
8	Peter Welsh	"	" 8 "
9	George B. Hamilton	"	" 9 "
10	L. E. Lewis	"	" 11 "
11	A. B. Lindsley	"	" 6 "
12	Clay Hogatte	"	" 6 "
13	V. F. Collier	"	" 10 "
14	Henson Chapman	"	" 10 "
15	John Hartson	"	" 12 "

and upon calling the same in open court. Byron Galloway, John Ogan J. B. Johnson John Reyner, andrew Moodie, Jesse McCampbell, William Bishop Peter Welsh, George B. Hamilton, L. E. Lewis, A. B. Lindsley, V. F. Collier Henson Chapman and John Hartson appeared in answer thereto; and the panel being incomplete, the Sheriff summoned from among the bystanders to complete the same, the following named person who appeared in answer thereto to-wit:- John H. Shire and the

3659.

Monday March 4th A. D. 1889-

panel being full, the court appointed George B. Hamilton 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 George B. Hamilton Foreman of the Grand jury
2 Byron Galloway
3 John Ogan
4 J. B. Johnson
5 John Beymer
6 Andrew Moodie
7 Jesse McCampbell
8 William Bishop
9 Peter Welsh
10 L. E. Lewis
11 A. B. Linsley
12 V. F. Collier
13 Henson Chapman
14 John Hartson and
15 John H. Shirk.

John Lake adm &c
vs
5659. Jas D. Slemmons

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 Job T. Beardsley 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 coming now to distribute the proceeds of said sale amounting to $16760 It is ordered that the Sheriff, out of the money in his hands pay. First- The taxes on said premises up to and including the year 1888 amounting to $

Second- The costs of this action taxed at $

Third- To the plaintiff the balance to apply on his judgment heretofore rendered in this case-

Monday March 1st A D 1887.

Mary Pearce
5692 vs
George W. Freeman et al

On motion to the court by J. M. Kennedy attorney for the plaintiff and upon producing the proceedings of the Sheriff and the sale of the premises by him made in pursuance of a former order of the court and the same being examined and found by the court in all respects in due form of law, it is ordered by the court that said proceedings and sale be and the same are hereby approved and confirmed. And it is further ordered by the court that the recent survey and plot of said real estate made by A S. Mowry be adopted and that the Sheriff of Union county Ohio execute and deliver to said purchaser William L. Jolliff upon full compliance with the terms of said sale a deed for said land following the description of boundaries of the said plat and description of said A. S. Mowry, free from the dower of Rachel Pearce Widow.

And it is further ordered by the court that the costs Taxes and expenses of this action including $9.45 as attorney fee of J. M. Kennedy atty for said plaintiff be paid out of the money in the hands of said Sheriff in the following proportions to-wit; To George W. Freeman administrator of the estate of Daniel Pearce deceased Fifteen hundred dollars to pay debts of said deceased.

To Rachel Pierce the full one third part of the residue
To the plaintiff the one sixth of residue
To Taylor Pierce the one sixth of the residue
To William Pierce the one sixth
To J. J. C. Pierce the one sixth
To Sherman Pierce the one sixth
To Rebecca J. Golden the one sixth all of six last-named being subject to the amount paid the administrator and of Rachel Pierce Widow. and that the Sheriff the residue of said money and take the promissory notes from said purchaser for said defered payments and distribute them between said parties in the above mentioned proportions.

The said defered payments to be secured by Mortgage taken in the name of said parties for the use and benefit of said parties respectively which being produced to the court are by it approved.

5706

No 5697 And that said Sheriff report his proceedings to this court without unnecessary delay.

Monday March 4th A. D. 1889-

5706 Mary M Newlove
vs
John B. Chandler et al

This cause now coming on for hearing on the petition and the evidence the court find that the defendants John B. Chandler and Sarah A. Chandler 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 them to be true and that there is due the plaintiff from the defendant John B. Chandler on the promissory note set forth in the petition with interest to the first day of this term the sum of $212.80- The court further find that in order to secure the payment of said note the defendant John B. Chandler and Sarah A. Chandler his wife executed and delivered to said William W Keen who assigned the same to Mary M. Newlove 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 411 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 considered by the court that the plaintiff recover from the defendant John B. Chandler the said sum of $212.80 and cost herein expended and that unless the defendant John B. Chandler shall within five 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 8% interest from the first day of this term 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. and it appearing to the court that there are other necessary parties, this cause is continued for the purpose of bringing them in.

No 5697 Catharine Kingfield et al
vs
Rose Gamble 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 that said estate cannot be divided by metes and bounds without manifest injury to the nature thereof, and that said commissioners have made and returned their appraisement of said premises, both subject to and free from the dower of said Rose McGamble, to-wit; "First and second tracts described in said petition, "Free of Dower," $37 50/100 per acre, 3d tract, $400.00, 4th tract, $80.00 per acre, 5th tract $15.00, also subject to dower, 1st & 2d tracts $25.00; 3d $266.62; 4th tract $53.33 per acre; 5th $10.00 all; And the court find the said return in all respects correct and in conformity to the law; and do therefore approve and confirm the same; And it also appearing to the court that said Rose McGamble, had filed her answer, waiving the assignment of Dower in said premises by metes and bounds and elects 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, free of the Dower of said Rose M. Gamble, and that an order issue therefor to the Sheriff of Union County, Ohio,

And that said Sheriff proceed in the premises according to this court without unnecessary delay.

Monday March 4th A. D. 1889.

5514

5420

5717 O. E. Lincoln, Lester Clark
Joseph H. Richey, Adam Wolford
Lawrence M. Crary, Isaac Broderick
and the admrs of the Estate of
Levi Longbrake Decd
vs
W. H. Crary, Olive A Crary
Lawrence M. Crary, Martha A Crary
G. W. Robinson G. W. Cummings admr
Chauncy C. Morse, Mary Morse
Delilah Morse, Phillis & Fullington
Elnya A Andrews & C. B. Smith

This day came the parties to this proceeding and submitted this cause to the court; Whereupon the court find the allegations of the petition to be true and that the plaintiffs have as alleged therein paid the sum of $5442.13 on the 1st of September 1888 which sum with interest from Sep 1st 1888 is due and a lien on the land in said petition described, and therefore it is ordered, decreed and adjudged by the court that the plaintiffs recover of said William H Crary the said sum of $5442.13 and interest amounting to $5605.39 and costs herein expended taxed at $ and it is ordered and decreed by the court that if the said W. H. Crary and Lawrence M. Crary and other defendants fail for one day to pay said sum of money to the plaintiffs that an order of sale issue to the Sheriff of this county commanding him to appraise advertise and sell the premises in the petition described according to law and report his proceedings to this court.

5658

And further it appearing that G. W. Robinson filed his cross-petition in this case and the same came on for hearing by the court; and the court being fully advised in the premises do find the allegations of said cross petition to be true and there is due to him on the Mortgage set up in his cross petition the sum of $608.53 which is a Mortgage lien of the date of Dec 4. 1881,

5325

It is therefore considered ordered and adjudged by the court that unless said W. H. Crary, Lawrence M. Crary and other defendants within one day pay to said G. W. Robinson said sum of $608.53 and interest from this date at 8% per annum and costs, that an order of sale issue to the Sheriff of this county commanding him to appraise advertise and sell the said premises in said petition described according to law and report to this court his proceedings thereon.

5536 Michael Body
vs
Edward Body et al

Now comes the People's Bank and by leave of the court are made party defendants and leave granted to file answer and cross petition and the same is filed.

Monday March 5th A D 1889

5514 Richard Cody }
vs }
Michael Cody }

This day comes the plaintiff and dismisses this cause without prejudice. Therefore it is considered ordered and adjudged by the court that this cause be dismissed without prejudice and the defendant recover of plaintiff the costs in this action taxed to $ and no Record

3420 A. M. Robinson }
vs }
Elijah Mitchel }

This day came the parties to this case, and settled this case, and thereupon according to said agreement plaintiff dismises this case at defendants cost without Record.
Therefore it is considered ordered and adjudged by the court that the plaintiff recover of defendant the costs in this behalf expended taxed to $ –

5658 B. L. Talmage }
vs }
W. H. Graham et al }

Leave granted to plaintiff to file amended petition making Board of Richwood Party plaintiff and Nathan M. Graham party defendant.

5325 State of Ohio }
vs }
David Fish }

This day this cause ~~has~~ been settled by the above named parties in consideration of $200.00 paid to plaintiff Eveline McMillen by Defendant and the defendant to pay all costs.

Court adjourned to 9 o'clock A. M tommorrow.

Tuesday March 5th A.D. 1889.

Court convened at nine o'clock pursuant to adjournment. The same officers being present as on yesterday.

5745 George Biddle
vs
A. D. Browning et al

This day came the parties and settled this case 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 $ - No Record.

5657 Emily M. Adams
vs
Annie Cull et al

On Motion leave was granted to defendant Mary Callihan to plead by March 25th.

5621 J. R. Day
vs
P. G. Wynnegar

The said plaintiff having failed to comply with the former order of this court to give security for costs. It is ordered by the court that this cause be and the same is hereby dismissed without prejudice at the costs of the plaintiff. It is therefore adjudged that the defendant recover of the plaintiff his cost herein expended No Record.

Charles M. Keenton
vs
Albert J. Hare et al

This cause came on to be heard upon the motion of plaintiff for leave to amend the prayer of his petition by striking out the following words, "for judgment against said Albert J. Hare and William L. Smith for the sum of three thousand dollars with interest at six per cent from Oct 1st 1887" "and the judgment by plaintiff sold be obtained" and insert in lieu thereof by interlining the following words. "that an account may be taken of the money due plaintiff. Which motion was sustained by the court and said words were stricken out of the prayer of said petition as asked and said plaintiff has leave to insert as asked by interlineation.

5741 Elias Chambers
vs
Mathew Lingrel

On Motion to the court the plaintiff has leave to file petition instanter. petition filed.

Tuesday March 5 A.D. 1889.

5486 Walter Sutton
vs
James M. Deshazer et al

It appearing to the court that the real estate taken on execution 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 hereby set aside, and it is ordered that a new one made.

5663. Washington Holmes
vs
David Williams

On motion the court grants leave to plaintiff to file petition and same filed

5743 James B. Whipsey admr
vs
William Crowder

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 $259.30

It is therefore considered by the court that the said plaintiff James B. Whipsey as administrator do recover from the defendant William Crowder said sum of $259.30 with interest thereon at 8% from March 4th 1889 and his costs herein expended.

Court adjourned at 9 o'clock tommorrow morning.

Wednesday March 6th A.D. 1889.

Henry E. Goff
5469 vs
William Martin et-al

This day came the parties and submitted this cause to the court-on the pleadings and Evidence whereupon the court being fully advised in the premises do find for the defendant-and thereupon it-is considered ordered and decreed by the court-that-the petition be dismissed at-plaintiffs costs.

It-is therefore ordered and decreed by the court-that-the defendants recover of the plaintiff the costs herein expended taxed to $ and thereupon the plaintiff gave notice of appeal to the Circuit-court-and the court fix the appeal Bond at-$100.00

Israel Penrose
5628 vs
Amos B. Ebright-

This cause came on to be heard upon the application of the said Lydia E Ebright-for the payment-to her of the balance of the Money remaining in the hands of the court-under the former order hereof. On consideration whereof, it-is ordered, that-five dollars of said Money be paid R. L. Woodburn attorney for Phineas Bell to apply on his claim and the remainder be paid to said Lydia E Ebright-

Evan T. Jones
5526 vs
William T. Jones 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,-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 Carlisle A. Marmon (the said Evan T. Jones having assigned his bid to said Carlisle A. Marmon) 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-coming now to distribute the proceeds of said sale amounting to $1000.00 it-is ordered that-the Sheriff out-of the Money in his hands pay- First- The taxes on said premises up to and including the fall payment-of 1888 amounting to $

Second. The costs of this action taxed at-

Third- To the plaintiff Evan T. Jones the balance to apply on his Judgment-rendered by this court-on the note and Mortgage on said premises.

Wednesday March 6th A.D. 1889-

A. Middlesworth }
5598 vs }
William Whitley et al }

This day this cause came on to be heard upon the Motion and showing of defendants for postponement of the trial of said case and was argued by counsel, and the court being advised in the premises granted said postponement until the 19th day of March, and it is ordered that the defendants pay the costs of the proceedings of the case for this day-

Sarah A. Barnes }
5680 vs }
Lorenzo D. Barnes }

This day this cause came on to be heard upon the petition of the plaintiff the defendant in default and the court having heard the proofs and evidence adduced by the parties respectively and the arguments of the counsel and being fully advised in the premises find that said defendant Lorenzo D Barnes is guilty of extreme cruelty and gross neglect of duty and that all and singular the facts alleged in the petition are true-

Whereupon by reason of said grievous on the part of said Lorenzo D. Barnes the said Sarah A. Barnes is hereby granted and absolute divorce from her said husband and the marriage between them annulled.

It is ordered and adjudged further that said Sarah A. Barnes have and keep the said minor child and that said Lorenzo D Barnes have right and privelege of visiting and seeing it at all convenient times, and it is further adjudged that said Lorenzo D. Barnes pay the costs of this action taxed at $ within ten days from this date or execution issue therefor-

C. L. Fields }
5575 vs }
Jacob Temple }

This day this cause on to be heard upon the motion of the defendant to dismiss the appeal in this action for reasons named in said motion, and the court being fully advised in the premises sustain said motion and it is hereby adjudged by the court that the appeal be dismissed and that the costs made by the appeal be paid by plaintiff. To which plaintiff excepts-

Wednesday March 6th A.D. 1889

5632 C. L. Fields
vs
Jacob Temple

This cause came on to be heard upon the petition in error was argued by counsel and the court being fully advised in the premises find there is no error in the judgment and proceedings of the justice of the peace and therefore said judgment and proceeding are confirmed, and the plaintiff in error is ordered to pay the costs of the proceedings in error. Plaintiff excepts.

5758 Cassius L. Eakin
vs
William L Eakin

This cause coming on for hearing upon the application of William L. Eakin defendant for the appointment of a guardian ad litum he being a minor of the age of Eighteen years and said defendant having requested that John M. Brodrick Esq be appointed such guardian upon consideration said John M. Brodrick is appointed as requested and he excepts said appointment in open court and is duly qualified to perform the duties thereof.

5692 Mary Pierce
vs
S. W. Freeman et al

This day on this cause came on for further hearing upon the answer and cross petition of S. S. Gardiner and the court being advised in the premises do find that the said S. S. Gardiner obtained a valid judgment against Taylor Pierce one of the defendants in this case and on the 19th day of January 1889 caused a valid levy upon the interest of the said Taylor Pierce in the premises described in the petition sold by the Sheriff in this case to be made by the Sheriff of Union County Ohio and that said levy was made on said interest by said Sheriff before the sale of said premise and that said judgment and costs including costs of this court amount to the sum of $105.40 with 8 per cent interest on the judgment of $93.55 from this date.

It is therefore ordered and adjudged by the court that the Sheriff of this county pay out of the amount found due Taylor Pierce the proceeds of sale of said premises the said amount and interest and costs to said Gardiner.

Wednesday March 6th AD. 1889

No 5581
5684

Emma Eversole
vs
Calvin Eversole

And now comes the plaintiff and the defendant Calvin Eversole 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 preceding the same and at the time a bona fide resident of the county of venue 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 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 Eversole and Calvin Eversole 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 education and control of the said children of the parties hereto be until further ordered be confided to the said Emma Eversole exclusively and the said Calvin Eversole is hereby enjoined from interfering in any manner with either of said children or with Emma Eversole's custody and control of them until further order of court.

And the court further find that the defendant Calvin Eversole was the owner of the personal property described in the petition which passed into the possession of John Riley as Receiver herein by appointment of this court and that the proceeds of the sale of said property is now in the hands of said Receiver as shown by his report filed March 6th 1889.

The court further order and adjudge that said John Riley Receiver as aforesaid pay over to Cameron and Woodbury attorneys for the attaching creditors defendants herein cash and notes in his hands as follows, Cash $184,00 James Black's note of $100,00 William McCluee note $102,50 Eli Shover's note $35,25 Leonard Shary note $8,18 and that all the other property of said Calvin Eversole in the hands of said Receiver or described in said petition or in her possession be turned over to the plaintiff Emma Eversole as a part of her alimony with the right to use, sell or dispose of the same at her pleasure including claims and book accounts.

It is further ordered and adjudged that the said plaintiff and the said attaching creditors defendants pay all the costs herein including costs of attachment proceedings, each one half thereof, excepting the costs in the divorce case No 5684 which shall be paid by the plaintiff.

It is further ordered and adjudged that the defendant Calvin Eversole in addition to the allowance heretofore made pay to plaintiff as her reasonable alimony the sum of $500,00 and in default of such payment for three days execution is allowed.

Wednesday March 6th A D 1889

5666 William Hoover
vs
Charles Longshore

This day this cause came on to be heard upon the petition of the plaintiff the answer of Charles Longshore and the reply of the plaintiff parties waived a jury and submitted this cause to the court, was argued by counsel and the court before hearing the proofs and allegations of the parties on consideration thereof the court find for defendant upon his answer the sum of $88.23 and the same is allowed as a credit upon the notes sued upon in this action leaveing the amount of recovery by the plaintiff on said notes the sum of $355.00-

And the court further find that the said Mortgage set up in the plaintiffs petition has become absolute and the plaintiff is entitled to a decree of foreclosure therefor,

It is therefore ordered and adjudged by the court that plaintiff recover of the defendant Charles Longshore the said sum of $355.00 including interest to this date, and that unless the sum be paid within 30 days from this date that an order of sale issue from this court commanding the Sheriff of said county to appraise advertise and sell the premises described in plaintiffs petition and from the proceeds thereof pay said judgment interest and costs

Whereupon the plaintiff moved the court for a new trial of said cause, the motion was overruled by the court and the plaintiff excepts-

5432 C. Aultman & Co
vs
Harvey M Haines

This day the court granted leave to Harvey M Haines to file petition in this case this day and thereupon Harvey M Haines filed his petition herein,

M. L. Sanford et al
vs
Baptist Church et al

This day this cause came on to be heard upon the demurrer to the petition, was argued by counsel and on consideration thereof the court sustained said demurrer at plaintiffs cost and plaintiff obtained leave to file amended petition by March 11th 1889-

Thursday March 7th 1889

Court convened at 9 o'clock pursuant to adjournment the same officers being present as on yesterday

C. H. Tallman
vs
3553A Abraham Wolford et al

This day this cause came on for hearing on the petition and evidence, the defendants being in default for answer and demurrer although the defendant Abraham Wolford was personally present at said hearing and the same was submitted to the court.

On consideration whereof the court find that the conveyance of the property described in the petition made by said defendant Abraham Wolford to said defendants John Wolford as recorded in Volume 59 page 435 of the records of deeds of Union County Ohio and the conveyance of the same property made by said defendants John Wolford to said defendant Jennie Wolford, as recorded of deeds of Union County Ohio were both made with intent to hinder, delay and defraud the creditors of said defendant Abraham Wolford as the said plaintiff has in his petition alleged

It is therefore ordered and adjudged by the court that the said deeds of conveyance from Abraham Wolford to John Wolford, and from John Wolford to Jennie Wolford of the following real estate, to wit; Situated in the Township of Allen, County of Union and State of Ohio. Part of Survey No 15309 - Beginning at a stone where the Southerly line of A & G W Railway lands crosses the line formerly between J. H Young and Isaac Mattox Thence with said former line of Young and Mattox S. 35¾° E (correcting the course) 68 poles to a stone and bricks, Thence S. 38° W parallel with the said road lands 15 poles to a stone and bricks. Thence N 35¾° W 68 poles to a stone and stake in the line of the railroad land. Thence with said line N 38° E 15 poles to the beginning containing six acres more or less.

Also another tract of land in the same township county and state, Part of U. M. S Nos 15309 & 12308, Beginning at the same corner as above described tract; Thence S 35¾° E 173½ poles (correcting the course) to a stone in the place of 2 Hickories, Thence N 35¾° W 184 poles to a stone in the line of the A & G. W. R.R land, Thence with their line S 38° W. 41 poles to the place of beginning containing 44 acres of land, 43 acres being in Survey No 15309 and one acre in Survey No 12308 and being the same land described in plaintiffs said petition herein filed, be, and the same are hereby, declared void and to be of no force or effect in law to affect the title of the said premises or to convey the same to the said John Wolford or Jennie Wolford, And the said judgment in favor of said plaintiff as set forth in said petition is hereby declared to be a lien upon said premises, and execution is hereby awarded to carry this judgment and decree of court into full force and effect and that plaintiff recover his costs herein taxed at $ -

Thursday March 7th A D 1889

5713 Cynthia A. Taylor
vs
Sarah Taylor et al

This day this cause came on to be heard upon the petition and the answer of the minor defendants and the court being fully advised in the premises do find that the plaintiff is entitled to dower in the real estate and premises described in the petition and as therein prayed for by her. and it is ordered that A. L. Mowry George M. Pickard and J. P. McDowell three judicious disinterested men of said Union County who are none of them of kin to any of the parties interested be and they are hereby appointed by the court commissioners to assign dower to the plaintiff in the real estate and premises described in the petition and that an order issue to the Sheriff of said County commanding him that by the oaths of the above named commissioners he cause to be set off and assigned such dower to the plaintiff and by the like oaths of said commissioners after they have assigned such dower, he cause to be made a just and true appraisement of the yearly value after deducting necessary expenses of the real estate described in the petition and in which the plaintiff is entitled to dower estimating such value from the date of filing the petition herein, to-wit; from the 28th day of December 1888. to the day of assigning such dower and make return of such appraisal and assignment, but the said commissioners in making such appraisement of such yearly value shall exclude all permanent or valuable improvements made on said real estate after the plaintiff's said husband died, or ceased to be the owner thereof. And it is further ordered by the court that the said commissioners and Sheriff in all things obey this order and return their proceedings thereon to this court without delay.

5657 Emily M. Adams adm
vs
H. D. Gill et al

On motion, and it being made to appear to the court that since the filing of the petition in this case the said Emily M. Adams has been removed from her trust as administrator of said Susan Adams deceased and R. E. Colton appointed in her stead by the proper court:

It is therefore ordered and adjudged by the court that the said R. E. Colton be and hereby is substituted as plaintiff in this case as Administrator of said Susan Adams deceased.

Thursday March 7th A. D. 1889.

This day appeared at the bar of this court the Grand Jury heretofore impanneled and sworn in, and for the body of county aforesaid. Viz; 1. George B. Hamilton. "Foreman."

2 Byron Galloway	6 Henson Chapman	11 J. B. Johnson
3 John Agan	7 John Harlson	12 Peter Welsh
4 Andrew Moodie	8 Jesse McCampbell	13 William Bishop
5 A. B. Lindsley	9 John Rayner	14 John H. Shirk
	10 L. E. Lewis	15 V. F. Collier

and presented their certain bills of indictment against John Small and Thos Ryan for House breaking and Grand Larceny. Charles Davis and Charles Conier for assault and Battery. Patrick Mahoney for assault with intent to kill. Rufus Andrews for Perjury. Carey Jaynes one, and Monroe Wilson three for selling and furnishing intoxicating liquors to a Minor. one against Frank East. Charles Hoowerson, David Watters & William Fist. and one against David Bird. Edward Wells and Verne Elliott. and one against Edward Debolt. Orrie Maddox. Frank Hobert. Thomas Holycross and Charles Debolt. for disturbing a meeting. Each one Indorsed, "a True Bill. Geo. B. Hamilton. Foreman of the Grand Jury.

Also. Their farther report as follows.

To the Honorable John A. Rice

Judge of the Court of Common Pleas Union Co Ohio

The Grand Jury of the Court of Common Pleas of said county of the March Term, 1889 beg leave to report that they have been in Session four 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 98 witnesses covering 25 cases and presented 22 bills and ignored three cases considered by us. The business his 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 and properly enforced.

We respectfully call the attention of the court to the fact that the sinks. Wash Stands and Plumbing throughout the Jail should be over hauled and repaired and put into proper condition for use.

Respectfully Submitted

Mch 7th 1889. Geo B. Hamilton Foreman.

And there being no farther business for the said jury, they were discharged finally.

The Court ordered the Clerk of this Court to make a certified copy of the report of the Grand Jury so far as it relates to the business done and the matters refered to by them and file it with the County Commissioners.

Thursday March 7th A. D. 1889

4557 Milliard F. Longstaff
vs
Elizabeth Mather et al
E. B. Mather et al

5713

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 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 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 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 $735.00 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 $20.25

Secondly- The costs of this action taxed to $79.85

Thirdly- To the defendant Joseph Rogers or his attorney the amount heretofore found due him with interest due him with interest- To-wit- the sum of $ 444.94

Fourth- To the defendant M. F. Longstaff or his attorneys Cole & Bales the balance of the money remaining in his hands to-wit: the sum of $ 189.96 to be applied as a credit upon his judgment against the said E. B. Mather

And there still remaining due to the said M. F. Longstaff the sum of $ 221.79 it is considered that he recover the same from the defendant E. B. Mather, and Execution is awarded therefor.

5675

Thereupon Court adjourned to meet on Monday March 11th 1889 at one o'clock P. M.

Monday March 11th A.D. 1889.

5113 W. & Ed L. W. McAllister adms
vs
The N.Y. L. E. & W. Ry Co

The venire facias heretofore issued for petit jurors, returnable March 11th 1889 was this day returned by the Sheriff of this county with his endorsement thereon as follows to-wit:

The State of Ohio, Union County ss.

Sheriffs Office Mch 11th 1889.

On the 6th day of March 1889, 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

1 J. F. Bennet March 8th 1889 Personal Service
2 Asa Bates
3 A. A. Hill
4 Elias Hathaway
5 William Howard
6 Harpward Ingram
7 Anthony Moran
8 Andrew Brown
9 Howard Bidwell
10 A. J. Ferguson
11 B. W. Evans
12 George Leasure
13 Simeon Hilgore
14 R. L. Stimmel
15 L. H. Bechtel
16 Joseph Shipley.

Thomas Martin Sheriff

And upon calling the same in open court the following persons answered thereto, J. F. Bennett Asa Bates, A. A. Hill, Elias Hathaway William Howard, Harpward Ingraham Anthony Moran Andrew Brown Howard Bidwell A. J. Ferguson B. W. Evans George Leasure, Simeon Hilgore, R. L. Stimmel L. H. Bechtel and Joseph, and for good cause shown the court discharged Simeon Hilgore, R. L. Stimmel L. H. Bechtel and Joseph Shipley.

5675 Connecticut Mutual Life Ins Co
vs
Velasco & Case et al

Now comes Robinson, Curry & Co one of the defendants and being in default for answer, upon motion leave is given by the court to said Robinson Curry & Co to file answer and cross petition.

Monday March 11th 1889

The Venire Facias heretofore issued for Petit-jurors, returnable March 11th 1889 was this day returned by the Sheriff of this county, with his indorsement thereon as follows, to-wit;

On the 1st day of February 1889, I received this Venire and served the Several persons therein named at the times and in the manner placed opposite their names endorsed as follows

1 Eli Norvell	Feb 13th 1889	by copy of venir	
2 H. E. Bennett	" 11 "	"	"
3 O. Marriott	" 12	"	
4 F. O. Johnson	" "	"	
5 D. E. Holycross	" 13	"	
6 J. N. Gosnell	" "	"	
7 H. H. Chavous	" "	"	
8 William Tossey	" "	"	
9 Lewis Bonnett	" "	"	
10 Norris Bowersmith	" "	"	
11 William Biddle	" "	"	
12 Lewis Mills	" "	"	
13 Luther Winget	" 15	"	
14 Benjamine Carter	" 20	"	
15 Thomas Loveless	" 15	"	
16 Garrison Longberry	" 15	"	
17 J. L. Harmon	" "	"	

Thomas Martin Sheriff

And upon calling the same in open court the following persons appeared in answer thereto- namely, Eli Norvell, Lewis Bonnett, Thomas Loveless, F. O. Johnson O. Marriott, Luther Winget, D. E. Holycross H. E. Bennett, Garrison Longberry J. N. Gosnell, Lewis Mills Norris Bowersmith, Benjamine Carter H. H. Chavous, J. L. Harmon and William Biddle, and the court discharged them until Monday the 18th day of March at one o'clock P. M.

5703 A. S. Boring vs E. P. Rodgers et al

Leave is given to the plaintiff to file an amended petition this week.

Monday March 11th A.D. 1889-

W. L. & W. L. McAllister admrs &c
3713 vs
The N. Y. L. E. & W. Railway Co

Now came the parties herein, by their attorneys; also came the following named persons as jurors, to-wit:

1 J. F. Bennett
2 Asa Bates
3 A A Hill
4 Elias Hathaway
5 William Howard
6 Hayward Ingram
7 Anthony Moran
8 Andrew Brown
9 Howard Bidwell
10 A. J. Ferguson
11 B. W. Evans and
12 George Lorasme,

Who were duly impaneled and sworn according to law, and on motion of both parties the jury were sent out to view the premises.

Susan Price
3596 vs
Delilah Price et al

This day this cause came on to be heard upon the motion of the defendant - Matilda Baldwin to set-aside the sale made by the Sheriff of premises described in the petition and thereupon came Jackson Tp of said county of Union by its attorney P. R. Kerr and asked and obtained leave to be made parties defendant in this case, and the court being fully advised in the premises sustained said motion to set aside said sale and it is ordered and adjudged by the court that said sale be and the same is hereby set-aside and said defendant Jackson Tp waived the issueing and service of process and entered its appearance herein and leave was granted said Tp to file answer in ten days from this date.

Oretta M. Hamilton
3690 vs
George Hamilton

This day this cause come on for hearing upon the petition of the plaintiff the defendant being in default and the court being fully advised in the premises do find the allegations of said petition true, and the court also finds that due notice of the pendancy of said petition had been published for six consecutive weeks in the Marysville Tribune a newspaper of general circulation in said county, thereupon by reason of said agression on the part of said George Hamilton the said Oretta M. Hamilton is hereby granted an absolute divorce from her said husband and the said marriage between them annuled. Ordered and adjudged further that the said Oretta M. Hamilton have the custody of said minor children Minnie A. about 13 years of age Bertie B. 11 years of age Eddie L. 7 Lewis E. H. said George Hamilton to have the right and privelege of visiting and seeing them at all convenient times. And it is further adjudged that the said George Hamilton pay the costs of this case taxed at $

Tuesday March 12th A.D. 1889.

Court convened at 9 oclock this morning the same officers being present as on yesterday.

5495 Joel G Blue vs Hugh McFadden

Now comes Johnston W. Blue and suggests to the court the death of Joel G. Blue the plaintiff herein and that he is the duly appointed Administrator of the said Joel G. Blue and moves the court for leave to become party to this action and to continue the same. And the court finding the suggestion to be true granted said motion; and said Johnston W. Blue Administrator is accordingly made party plaintiff in this action, and the action proceeds.

5713 W. G. and L. W. McAllister admrs vs The M. K. L. E. and W. Rwy Co

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 evidence in part: and the hour of adjournment having arrived, the court discharged said jury until to-morrow morning at 8½ oclock to which time court adjourned.

5731 David Ward vs Della Ward

March 7th 1889.

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default and the court being fully advised in the premises do find the allegations of said petition true;

Whereupon by the aggressions of said Della Ward said David Ward is granted an absolute divorce from the said Della Ward and that said marriage between them be annulled. It is further adjudged that the plaintiff pay the costs of this case taxed to $ -

Wednesday March 13th A. D. 1889

Court convened at 8½ o'clock the same officers being present as on yesterday.

No 787 State of Ohio vs Rufus Andrews } Indictment - for Perjury.

The defendant herein not having been arrested or recognized upon the said indictment it is ordered that the Sheriff charged with the duty of arresting said defendant may recognize him as provided by law in the sum of Seven hundred dollars.

779 State of Ohio vs John Small and Thomas Ryan } Indictment - for House breaking & Grand Larceny

Now comes the Prosecuting attorney on behalf of the State of Ohio and the defendants being brought into court in custody of the Sheriff and arraigned upon said indictment, each for plea thereto saith they are guilty of House breaking and Petit-Larceny; which Plea is accepted by the Prosecuting attorney and the said John Small and Thomas Ryan are remanded to the custody of the Sheriff until Sentence -

5662 John Case vs Joseph Smart }

This day on motion of defendant the plaintiff is ordered to give additional and sufficient security for the costs made and to be made in this case in thirty days from March 13th 1889, plaintiff being a nonresident of this county and in default of so giving security for costs that this case stands dismissed, cause continued.

3113 W & L. W. McAllister admrs vs The N Y L E & W Rwy co }

This day again came the said parties by their attorneys and also came the jury heretofore impanneled and sworn. The Defendants filed a motion to the court to arrest and withdraw the testimony in this case from the jury and render a judgment for defendants; pending the argument the Court discharged said jury until 9 O'clock to-morrow morning

5603 Wm Keightlinger vs Jacob Leonard } On motion the defendant is granted leave to plead by the 3d day of June 1889.

Wednesday March 13th A.D. 1889.

Carolton S. Carpenter
5660 vs
Samuel Landis et-al

This day this cause came on to be heard. Thereupon all the parties hereto with their counsel appeared in open court and agreed to the following compromise of said case viz; The said defendant Samuel Landis agrees to pay to J. L. Cameron attorney for plaintiff the sum of Two hundred and Fifty dollars and to surrender to him the assignment of the plaintiffs interest in certain promissory notes secured by mortgage given by L. F. Carpenter to George Carpenter deceased In consideration whereof said plaintiff agrees that said payment and surrender of notes as above specified shall be in full satisfaction of all claim and demand of every kind whatsoever against said defendant Samuel Landis including all matters and allegations in plaintiffs said petition and in full of all claims of said Landis against plaintiff.

It is also agreed by and between said parties that the said plaintiff and defendant Samuel Landis shall each pay one half of the costs herein taxed.

It is therefore considered ordered and adjudged by the court that said agreement of settlement be and the same is a full and final adjustment of all matters of differences now existing between said plaintiff Carolton S. Carpenter and said defendant Samuel Landis.

It is further ordered that all rights of said defendant J. B. Thompson be reserved herein as fully and completely as if this action had not been commenced.

It is further ordered and adjudged by the court that said plaintiff pay one half of the costs herein taxed at $17.00 to-wit; the sum of $8.50 and that said defendant Samuel Landis shall pay one half of the costs herein taxed, to-wit; the sum of $8.50 and execution is awarded therefor, and this cause is dismissed without record.

Thereupon court adjourned until tommorrow morning at 9 o'clock.

779

5678

Thursday March 14th A D 1889

Court convened at 9 o'clock this morning the same officers being present as on yesterday.

779 The State of Ohio
vs
John Small and
Thomas Reagan

The defendants herein having on a former day of this term entered a plea guilty to the charge of house breaking and petit larceny in this case were this day brought into court in custody of the Sheriff; and the court being fully advised in the premises, and the defendants being inquired of if they had anything to say why judgment should not be pronounced against them; and having nothing to say - what they had already said.

It is therefore adjudged by the court that the said John Small and Thomas Regan be imprisoned in the gail of Union county for the term of Thirty days, and that they pay the costs of this action, for which execution is awarded.

5678 A. Walter
vs
L. S & R W. McCamey & Co
& W. A. McCamey

In this cause the plaintiff by a former order of this court, having been ordered to give security for costs as required by law, of which order the court finds he had due notice. and he having failed and still failing to comply with such order, It is hereby ordered that this cause be and the same is hereby dismissed at the costs of the plaintiff without prejudice to a new action.

Thursday March 14th A.D. 1889.

David Weis Executor &c
5730 vs
Sarah Weis et-al

This day upon Motion, cause No 5730 of David Weis Executor &c against Sarah Weis et-al and cause No 5708, of Sarah Weis against Samuel Weis et-al are consolidated as one case, and it is ordered and adjudged that the relief to be granted in both of said causes be so granted in one judgment and decree.

The court being fully advised in the premises, find that the said David Weis Executor with the will annexed of Anthony Weis decd is entitled to the relief prayed for by him.

It is therefore ordered and adjudged that the premises described in the petition of said David Weis, Executor as aforesaid, and being the same premises described in the petition of said Sarah Weis, be sold by said Executor subject to the dower estate of the said Sarah Weis to pay the indebtedness of said estate, and the charges of administering said estate.

And the court further find that said Sarah Weis is entitled to dower in said premises as she hath in her petition alleged.

It is therefore ordered, adjudged and decreed that the said Sarah Weis be endowed with one full equal third part of said premises and that a writ issue to the Sheriff of Union County commanding him that by the oaths of A. S. Mowry, John K. Dodge and H. S. Gillespie three judicious disinterested free holders of the vicinity in the said County who are not of kin to either of the parties, he set off and assign such dower to said Sarah Weis according to law, and that of such dower proceedings together with the said commissioners appraisement of the yearly net value of said real estate estimated from the 13th day of December 1888 to the day of the assignment of dower the said commissioners make due return to this court.

And it is further ordered that by the like oaths of said A. S. Mowry John K. Dodge and H. S. Gillespie who are hereby appointed appraisers of the land, the true value of said real estate be returned as follows:

First= The value of said real estate, subject to the dower of said Sarah Weis, by the acre.

Second. The value of that portion of said real estate, in which the dower of said Sarah Weis, is not assigned, the value by the acre.

And it is further ordered and the said executor is hereby authorized to sell said real estate at private sale on the premises and in one or more parcels as he may deem best for the interest of said estate. and subject to said dower estate, and power and authority is hereby given said executor to execute and deliver a deed or deeds to the purchaser or purchasers of the real estate so sold by him &c And said executor is hereby ordered to make all due returns of his proceedings in the premises according to law=

5713

5713

Thursday March 14th A. D. 1889.

William C. McAllister
Lorrington W. McAllister
admrs of R. T. McAllister
3713 vs
The New York Lake Erie
Rail Road Company

This day again come the parties by their attorneys and also come the jury heretofore impanneled and sworn, and the evidence for the plaintiff being heard, the defendant thereupon moved the court to arrest the testimony from the jury and for judgment and the argument of counsel being heard thereon, the court on consideration grant the same.

It is therefore considered by the court that the evidence of the plaintiff be withdrawn from the jury and that a juror be withdrawn and said jury be and are hereby discharged from further consideration of this case and that the defendant go hence without day and recover from the plaintiffs its cost herein expended. To all of which ruling and judgment plaintiffs then and there excepted and gave notice of motion for a further or new trial and immediately filed said motion.

W. C. McAllister & L. W. McAllister
admrs of R. T. McAllister decd
3713 vs
The New York L. E & Western Rail Road Co

This cause now coming for hearing on the motion of plaintiffs for a further or new trial the court on consideration overrules the same. To which overruling and judgment of said motion the plaintiff then and there by their counsel excepted and gave notice of their bill of exceptions, and it is ordered that the journal of said court be kept open for 30 days for the allowance signing and entry thereof.

Thereupon court adjourned until Monday March 18th 1889 at one o'clock P. M.

Monday March 18th A.D. 1889

Court convened at one o'clock P.M. pursuant to adjournment - His Honor John A Price Judge being present. - 789

C. M. Hastings et al
vs
C. H. Jacobs et al

This cause is dismissed at plaintiffs cost No Record.

Robert W. Breston
5733 vs
E. T. Reese

Leave is granted to defendant to file answer within 10 days from the rising of this court. -

State of Ohio
781 vs
Charles Davis

Indictment - for assault & Battery 780

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 being fully advised in the premises, it is ordered and adjudged by the court, that the said Charles Davis pay a fine of Five dollars ($5.00) and the costs of this prosecution, and that he stand committed to the jail of Union County until the amount of said fine of and costs shall be paid or secured to be paid, or he be otherwise legally discharged. 5789

State of Ohio
790 vs
Frank East et al

Indictment - for disturbing Meeting. -

Now comes the Prosecuting attorney on behalf of the State of Ohio, and the defendants Frank East; Charles Howerson and said David Watters, being brought into court in custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is "Guilty" and the court being fully advised in the premises, and the said defendants being inquired of if they had anything 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 adjudged by the court that the said defendants Frank East; Charles Howerson and David Watters each pay a fine of Twenty dollars ($20.00) and the costs of this prosecution and that each stand committed to the jail of Union County until the amount of said fine and costs shall be paid or secured to be paid, or each be otherwise legaly discharged. -

Monday March 18th A. D. 1889.

789	State of Ohio vs Edward Debolt et al	Indictment - for disturbing Meeting

Now comes the Prosecuting attorney on behalf of the State of Ohio and the defendants Orrie Maddox, Frank Hobert and Thomas Holycross, being brought into court in custody of the Sheriff and arraigned upon said indictment for plea thereto, each saith he is "Guilty" and the court being fully advised in the premises and the said defendants being inquired of if they had anything to say why sentence should not be pronounced against them and showing no good reason why judgment should not be pronounced.

It is therefore adjudged by the court that the said defendants Orrie Maddox Frank Hobert and Thomas Holycross each pay a fine of twenty five dollars ($25.00) and the costs of this prosecution and that they stand committed to the jail of union county until the amount of said fine and costs shall be paid or secured to be paid or they are otherwise legally discharged.

780	State of Ohio vs Charles Cornier	Indictment - for assault & Battery

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 is remanded to the Sheriff for sentence.

3489	Lafayette Jackson vs Christian Jackson	

This cause coming on to be heard is especially assigned for March 18th 1889, and the defendant having been served with summons and copy of petition herein and having failed to appear, the court find said defendant in default for answer and demurrer to said petition and find that the allegations thereof are confessed by her to be true. The cause came on to be heard as especially assigned on the petition and evidence and on consideration thereof the court 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 the county of Union and that the parties hereto were married as in said petition set forth. The court further find ~~that~~ 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 a divorce, as prayed for. [illegible]

It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said parties be and the same is hereby dissolved and both parties are hereby released from the obligations of the same.

Thereupon court adjourned until 9 o'clock tomorrow morning.

Tuesday March 19th A. D. 1889.

Court convened at 9 Oclock this morning, the same officers being present as on yesterday.

5562 The State of Ohio vs Samuel Holycross

Now come the parties hereto, and the Union County Board of Infirmary Directors who have the plaintiff under their care and charge, having agreed to receive from the defendant the sum of Forty dollars in full satisfaction of this action and their claim upon said defendant, and the said defendant having paid the same

Now therefore the said Samuel Holycross is hereby discharged from custody upon payment of the costs of this prosecution, and this action is dismissed. Without Record.

5711 Benjamine Thomas vs The Board of Education of York Tp Union Co Ohio

This day this cause is continued upon the motion and showing of defendant and at defendants costs. It is therefore considered that the defendant pay the costs of the term taxed at $ -

5596 Susan Price vs Delilah Price et al

This day this cause come on to be heard upon motion of the defendant Jackson for leave to file amended answer, said motion was sustained and leave granted said township to file amended answer in ten days.

5598 Anthony Middlesworth vs Wm Whitely et al

This day this cause came on to be heard upon the motion of the plaintiff for leave to amend his petition by substituting Jackson Tp instead of Washington Tp in the description of lands in said petition was argued by counsel and the court being advised granted leave to make the said amendment by erasing the word Washington and inserting Jackson. Whereupon defendant moved the court for the regular time for answering said petition and the court finding that the defendants were not taken by surprise by said amendment overruled the motion.

3732

5736.

Tuesday March 19th A D 1889

The Home Building and Loan
association Co of Marysville Ohio
3732 vs
Catherine Smart et al

This cause now comming on for hearing on the petition of the plaintiff and the Evidence the court find that the defendant Catherine Smart has been duly served with summons in this case and that she is in default for answer and demurer and that the allegations of the petition are trueby confessed by her to be true, and that the defendant L. F. Kelsey has by his attorney duly Entered his appearance herein and 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 Catherine Smart has failed to pay to the plaintiff the weekly installments of dues, interest and premium as in the petition set forth and that there is due to said plaintiff as dues to the date of this decree March 19th 1889 the sum of $215 as premium the sum of $258.00 as interest the sum of $128.58 and as fines for the nonpayment of said dues the sum of $43.00 making in all the sum of $644.58.

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 Catherine Smart 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 22d day of November 1884, duly filed for record with the Recorder of Union county Ohio at 3 o'clock P. M. and duly recorded in Book 22 page 22 of the records of Mortgages of Union County, Ohio and that the same is a good and valid and first lien on the premises described in the petition.

It is therefore considered by the court that unless the said Catherine Smart shall within three days from the entry hereof pay or cause to be paid to the said plaintiff the said sum of Six Hundred and forty four & 58/100 dollars 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.

Fleck & Chapman
5736. vs
Solomon Frank et al. } For Entry See page 91.

Tuesday, March 19th A.D. 1889.

W.A. McCamey }
5739 vs }
Elmer Gamble et. al }

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 one hundred and Eighty five and 34/100 dollars. 3859

It is therefore considered by the court that the said plaintiff W.A. McCamey recover from the defendants Elmer Gamble and George M Gamble the said sum of one hundred and Eighty five + 34/100 dollars and his costs herein expended taxed at $

The connecticut Mutual Life Ins Co }
5676 vs }
Velasco J. Case et al }

This cause coming on for hearing upon the cross petition of Ruth Ann Koeller and the evidence the court find that all of the defendants and the plaintiff are in court by pleadings except William Burgner and John Hamilton whose claims are not adverse to said Ruth Ann Koeller's claim for dower in the premises described in the petition and are in default for answer and demurrer. The court further find that the said David Koeller was in his life time seized in fee simple of the real estate and premises described in the petition and that the said Ruth Ann Koeller is the widow of the said David Koeller deceased and that she is entitled to have her dower in the said premises assigned and set-off to her as prayed in her said cross-petition. 5315

It is therefore ordered, adjudged and decreed by the court that the said Ruth Ann Koeller be endowed of one full equal third part of the premises described in the petition if they can be divided by metes and bounds, if said premises are entire and cannot be so divided then it is ordered that dower be assigned as of a third part of the rents issues and profits thereof and that a writ issue to the Sheriff of Vernon County commanding him by the oaths of Peleg Branston, P. J. Wythe and W.A. Isoff, three judicious disinterested men of the vicinity in the said county who are ~~hereby~~ 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 the dower to said Ruth Ann Koeller defendant in manner as above ordered, and that of such proceedings together with the said commissioners appraisement of the yearly net value of said real Estate Estimated from the day of to the day of such assignment of dower, the said commissioners and the said Sheriff to make return without unnecessary delay. 5559

Court then adjourned until 9 O'clock tommorrow morning.

Wednesday March 28th A.D. 1889.

Court convened at 9 o'clock this morning the same officers being present as on yesterday.

3857 Lucinda Ford vs Rhoda Ford

This day came the plaintiff and dismissed this cause with out prejudice. It is therefore considered, ordered and adjudged by the court that this cause be dismissed without prejudice to a new action and that the plaintiff pay the costs of this action taxed at $ for which execution is awarded.

5315 Daugherty & Meeching vs John M. Sanders

This day came the parties by their attorneys and this cause came on to be tried; and thereupon came a jury, to-wit;

1 Eli Norvell	5 O. Marriott	9 Garrison Longberry
2 Lewis Bonnett	6 Lorther Winget	10 J. N. Gosnell
3 Thomas Loveless	7 D. C. Holycross	11 Lewis Mills
4 F. O. Johnson	8 H. E. Bennett	12 Norris Bowersmith

who being duly empanneled and sworn and after hearing the testimony, argument of counsel and charge of the court; the said jurors, retired to their room and after due deliberation returned into open court with their verdict in writing as follows;

" We, the jury, being duly impaneled and sworn, find the issues in this case in favor of the defendant.

J. N. Gosnell, Foreman.

5559 Perry McAdams vs Charles McCune

This day came the parties by their attorneys and this cause came on to tried, and thereupon came a jury, to-wit;

1 Eli Norvell	5 O. Marriott	9 J. N. Gosnell
2 Lewis Bonnett	6 Lorther Winget	10 Lewis Mills
3 Thomas Loveless.	7 H. E. Bennett	11 Norris Bowersmith
4 F. O. Johnson	8 Garrison Longberry	12 J. S. Harmon

who being duly empanneled and sworn, and the hour adjournment having arrived the jury were discharged until tommorrow morning at 9 o'clock.

Wednesday March 20th A. D. 1889.

5563 John Fisher
vs
John Warrick

This day this cause came on to be heard upon the demurer of plaintiff to the answer of Defendant-Was argued by counsel and the court being fully advised in the premises do sustain said demurer, and the defendant declining to plead further, It is ordered and adjudged by the court that the plaintiff recover of the defendant the sum of one dollar his damages herein sustained and his costs in this action, including costs before the justice of the peace before whom the case was tried taxed at $ To which finding and ruling of the court the defendant Excepts.

5559

3622 Sarah Cook
vs
John Cunningham

This day this cause come on to be heard upon the demurer of the defendant to the Petition of the plaintiff was argued by counsel, and the court being fully advised in the premises do overrule said demurer, and at same time, this cause came on to be heard upon the motion of the defendant for an order striking each and all of the interrogitories attached to plaintiffs petition for reasons stated in said motion, and the court being fully advised do overrule said motion and the defendant has leave to answer said petition and interrogitories by Monday April 2d 1889.

5748 Levi Smuffin
vs
Jacob F. McIlroy et-al

This day this cause came on to be heard on the petition of said plaintiff, and the said defendants Jacob F. McIlroy and Lora K. McIlroy being in default for answer and demurer, the court find the allegations of said petition are confessed by them to be true, and that there is due from said defendant Jacob F. McIlroy to said plaintiff on the note set forth in said petition the sum of $1142.22 with 8 per cent interest thereon from March 4th 1889. It is therefore considered and adjudged by the court; that the said plaintiff do recover of the said defendant Jacob F. McIlroy the said sum of $1142.22 so as aforesaid found due together the costs herein taxed at $ and Execution is awarded therefore - It is further ordered and decreed by the court that unless the said defendants Jacob F. McIlroy & Lora K. McIlroy shall pay or cause to be paid to said plaintiff within ten days from the entry hereof, the said sum so as aforesaid found due, and to the the clerk of this court the said costs then an order shall issue to the Sheriff of this County commanding him to appraise, advertise and sell the lands described in said petition as on Execution and bring the proceeds into court for distribution.

Court then adjourned until 9 o'clock tommorrow morning -

Thursday March 21st A. D. 1889.

Court convened at Nine o'clock this morning, the same officers being present as on yesterday.

5559 Perry McAdams
vs
Charles McAdams

This day again came the parties by their attorneys, also came the jurors heretofore impanneled and sworn and the trial proceeded and the said jurors having heard the evidence in part and the hour of adjournment having arrived this cause was continued until 9 o'clock tommorow morning.

Friday March 22d A. D. 1889.

Court convened at 9 oclock this morning the same officers being present as on yesterday

5756 The Citizens Savings Bank of Columbus Ohio vs James A. Kile et al

This day this cause came on to be heard and with the consent of the plaintiff leave is hereby, by the court granted the defendant James B. Smith executor of the estate of Alvah Smith Deceased to file his answer and cross petition herein and the same is accordingly filed.

5725 Newton Linsley vs R. L. McDowell admr

The parties in this case haveing entered into bond to arbitrate this cause and the Probate Judge having approved of the arbitrators and said bond being filed in this court and the parties consenting this cause is refered to Peter Hill Charles Gunder and M. M. Shipley to arbitrate and decide the matters in said account refered to in said bond to be heard under the agreement of parties at the court room of the Probate court of this county at Eleven oclock A. M. and report to this court their decision and finding in the premises.

5785 Charles Wilcox vs J. F. Snodgrass and Albert Mattoon

This day came the plaintiff by his attorneys Barber and Vandeman; also appeared in open court for and on behalf of said defendants J. W. Robinson 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 shown and produced to the court; Entered the appearance of said defendants and waived the issueing and service of process in this action, and confessed a judgment on said note against said defendants; and in favor of said plaintiff for Six hundred and forty six dollars and forty four 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 errors, and right of appeal in the premises. It is therefore considered that said plaintiff recover of said defendants the sum of $646.44 being the amount of said note with interest computed at 7% per annum from the 22d of March A. D 1889; and also his costs herein expended taxed at $ The judgment to bear interest at the rate of 7% per annum.

5744

5559

Friday March 22d A. D. 1889

E. G. Allen }
574H vs }
Henry Sparks et al }

This day this cause came on to be heard by the court upon the petition of the plaintiff the answer and cross-petition of the defendants W. L. Woods and Godman & Hornhill having been filed claiming liens on the property described in the petition not adverse to plaintiff The defendants Henry Sparks and Hannah Sparks his wife. Winget Harriman and J. H. Leonard being in default for answer or demurrer to the petition and the court having heard the proof and evidence adduced by the parties respectively and the arguments of their counsel and being fully advised in the premises finds, all and singular the statements contained in said petition to be true that there is now due the plaintiff from the said defendants Henry Sparks and Winget Harriman upon the said promissory note set forth in the petition the sum of $277.57 which is entitled to draw interest at 6% per annum from March 22d 1889 and which is secured by the mortgage described in the petition as therein ~~described~~ alleged and that said mortgage is the first lien on the premises therein described.

Whereupon it is adjudged by the court that the plaintiff herein recover against said Henry Sparks and Winget Harriman the said sum of $277.57 together with his costs in this behalf expended taxed to $ for which execution is awarded.

And it is further ordered by the court that unless the said defendants Winget Harriman and Henry Sparks pay or cause to be paid said above adjudged said sum of money to the plaintiff within one day from the date of the entry hereof an order of sale issue to the Sheriff of said county commanding him as such Sheriff to cause said premises to be appraised, advertised and sold as upon execution and that he bring the proceeds of such sale into court to be distributed according to its further order

Perry McAdams }
5559 vs }
Charles McCune }

This day again came the parties by their attorneys, also the jury heretofore impanelled and sworn having heard the remaining testimony, and the hour having arrived for adjournment. this cause was continued until to-morrow morning at 9 o'clock.

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

Saturday March 23d A. D. 1889.

Court convened at 9 O'clock this morning the same officers being present as on yesterday.

5676 Connecticut Life Ins Co
vs
V. G. Case et als

On Motion it is ordered by the court that the commissioners heretofore appointed in this case to assign the dower of Ruth Ann Keller in the land described in the petition take to their assistance W. P. Brightler as Surveyor to assist in the assignment of dower as aforesaid.

5559 Perry McAdams
vs
Charles McCune

This day again came the parties and their attorneys also came the jury heretofore impaneled and sworn, who after hearing the arguments of counsel and charge of the court, retired to their room for deliberation, and now came said jury into open court and state that they are unable to agree upon a verdict; Whereupon they were, by the court discharged from further consideration of this case, and this case is continued.

Thereupon Court adjourned until Monday March 25th 1889 at one O'clock P. M.

Monday March 25 A. D. 1889.

Court convened at one o'clock P. M. his honor John A. Price Judge presiding.

5734 Daniel B. Hamilton
vs
Alice C. Hamilton

This day this cause came on to be heard on the petition of plaintiff and the Evidence

On consideration whereof the court 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 wilfull 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 Daniel B. Hamilton and Alice C. Hamilton 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 the said plaintiff pay the costs herein taxed at $ and execution is awarded therefor.

5577 Simpson Price
vs
T. M. Sanders

This day came the parties by their attorneys also came the following named persons as jurors; viz:

1 Benj Carter	5 Lewis Bonnett	9 Luther Winget
2 H. A. Chavous	6 Thos Loveless	10 D. C. Kolycross
3 J. S. Harmon	7 F. A. Johnson	11 H. E. Bennett and
4 William Biddle	8 C. Marriott	12 Garrison Longberry.

Who were duly impanneled and sworn and the trial proceeded The jury having heard the evidence in part and the hour of adjournment having arrived this cause was continued until 9 o'clock tommorrow morning. To which time Court adjourned.

Tuesday March 26th A.D. 1889

Court convened at 9 o'clock A.M. Morning the same officers being present as on yesterday.-

5222

5717 O. E. Lincoln et al
vs
W. H. Crary et al

This cause came on for hearing on the cross-petition of the defendant Eliza A. Audis and the evidence the court find that the defendants Wm H. Crary and L. M. Crary 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 cross-petition of said Eliza A. Audas are thereby confessed by them to be true and that there is due the said defendant Eliza A. Audas from the defendants Wm H. Crary and L. M. Crary on the promissory note set forth in her cross-petition with interest to the date of this decree the sum of eight hundred & fifty three & 72/100 dollars.

5763

The court further find that in order to secure the payment of said note the defendants W. H. Crary and L. M. Crary executed and delivered to said Eliza A. Audas their certain Mortgage as in her said cross-petition described and on the premises therein described; that said Mortgage was duly recorded in Book 15 page 430 of the records Mortgages of Union County Ohio and is a good and valid lien on the premises described in the said cross petition and that the conditions in said Mortgage have been broken and said Mortgage is a Mortgage lien from March 23d 1880.

It is therefore considered by the court that the said defendants Eliza A. Audas recover from the said defendants Wm H Crary and L. M. Crary the said sum of $853.72 with 8 per cent interest from March 26th 1887 and her cost herein expended.

And it is further adjudged & decreed that unless the defendants Wm H. Crary and L. M. Crary 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 said Eliza A. Audas the sum so found due as aforesaid with interest from the 26th day of March 1889 at 8% per annum the defendants Wm H. Crary and L. M. Crary 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.-

Tuesday March 26th A. D. 1889

5222 B. F. Carmean
vs
W. C. Smart & D. H. Smart

And now comes the Plaintiff by his attorney and the defendant W. C. Smart 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 $184.63.

It is therefore considered by the court that the said plaintiff B. F. Carmean recover from the defendant W. C. Smart the said sum of $184.63 with the interest thereon at Eight per cent per annum from the 4th day of March 1889 and his costs herein expended. And said Plaintiff also now comes and dismisses as to the administrator of said defendant D. H. Smart dec'd at his own cost without prejudice to a future action

5763 Absolum Liggett
vs
Almeda J. Degood

This cause came on to be heard upon the petition and the written consent of the legal guardian of said minor defendants and the pleadings and record in the cause and was argued by counsel On consideration whereof, and it appearing to the satisfaction of the court that all and every of said defendants have been duly notified of the bringing, pendancy and demand of said action against them as required by law and that said plaintiff hath 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 as prayed for in said petition It is ordered by the court on motion of W. W. Merchant attorney for said plaintiff that by the oaths of W. C. Henderson, Henry Ferris and S. T. Kitterhouse judicious disinterested freeholders of the vicinity upon actual view of the premises that partition be made of said lands in the following proportions, to-wit; To the said Absolum Liggett the plaintiff one Equal one forth part thereof, and to the said Almeda J. Degood one Equal one fourth part; To Thomas R Perkins Mary D. Flemming, Hommy A. Perkins and Elizabeth E. Flemming each the one Sixteenth part thereof and to Edwin H. Perkins, Alice M. McKitrick, Charles L. Perkins, Lydia A. Perkins, Catherine R Perkins and Thomas R Perkins each one Equal Twenty-fourth part thereof if the same can be done without manifest injury to the value thereof and if not that said premises be appraised at the true value thereof in money, and it is further ordered that a writ and order of Partition issue to the Sheriff of Union County, commanding him to cause said partition to be made accordingly, And said Court on motion of the said W. W. Merchant attorney for said plaintiff further orders that W. P. Beightler surveyor of said county of Union survey said land described in said petition and a true plat make of the land and return to this Court without delay.

Thursday March 26th A.D. 1889

5577 Simpson Price
vs
F. M. Sanders

Now comes the parties by their attorneys, also come the jury heretofore impaneled and sworn, and said jury having heard the evidence and arguments of counsel, and the hour of adjournment having arrived this cause was continued until tomorrow ~~morrow~~ morning at 9 O'clock.

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Wednesday March 27th A.D. 1889

Court convened at 9 o'clock this morning, the same officers being present as on yesterday.

5313 Daugherty for Melcham vs John M. Sanders

The jury in this action having on a former day of this term, rendered a verdict for the defendant, and no motion for a new trial having been made:

It is therefore considered by the court that the said defendant go hence without day, and recover from the plaintiffs his costs herein expended.

5577 Simpson Price vs Francis M. Sanders

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 into open court with their verdict in writing signed by their foreman, and say;

"We, the jury, being duly impanelled and sworn, find the issues in this case in favor of the defendant.

G. S. Harmon, Foreman.

5539 Thomas Powers vs Martin L. White

This day this cause came on for hearing on the demurrer of defendant to the petition of the plaintiff herein filed and the same was argued by counsel and submitted to the court.

On consideration whereof the court do sustain said demurrer, Thereupon the plaintiff asked and obtained leave of the court to file an amended petition herein within thirty days from the rising of this court, and this cause is continued.

5686 Elizabeth Rausch vs Sarah M. Minthorn

This day came the parties and their attorneys also came the following named persons as jurors: viz;

1 Benj Carter
2 G. S. Harmon
3 Wm Biddle
4 L. S. Bonnett
5 Thomas Loveless
6 O. Marriott
7 Luther Winget
8 H. E. Bennett
9 Garrison Longberry
10 G. N. Gosnell
11 Lewis Mills and
12 Norris Bowersmith who

were duly empanneled and sworn according to law, and the said jury having heard the evidence and the hour of adjournment having arrived, this cause was continued until tommorrow morning at 9 o'clock. At which time court adjourned.

Thursday March 28th A. D. 1889

Court convened this morning at Nine o'clock the same officers being present as on yesterday.

5574 William H. Crary Treasurer Union County Ohio vs Landon Bishop

This day this cause came on to be heard upon the motion made at the last term of this court and continued to the present term to modify the judgment and decree entered herein at said last term of court and the court being fully advised in the premises do find that the said sum of Seventy four & 50/100 Dollars was a penalty of fifteen per cent charged upon the simple tax & amount of $481.76 and the court find that said penalty was not charged by the auditor upon said tax and assessment of $481.76 and that no penalty whatever was charged upon said tax and assessment and that the only tax assessment and charge upon the tax duplicate against the defendant was said $481.76, and the court find further, that defendant paid to the plaintiff on the 10th day of July 1888. all the tax and assessment charged against him upon the duplicate at said dates,

The court therefore order decree and adjudge that said Entry made at the last term of this court be so modified that the said sum of $74.92 be stricken out of the same and that the judgment as to costs be so modified in said Entry, that the costs adjudged against defendant be the costs made in the case prior to the 10th day of July 1888 and that the plaintiff be and is hereby adjudged to pay the costs made after said 10th day of July 1888. Notice of appeal to the circuit court is given by the plaintiff and the appeal bond is fixed at $1000.

5593 Andrew Emrine vs James Wright

Leave is granted to defendant to answer by the 20th day of April 1889.

5656 John B. Rohn vs Thomas Miller

Leave is granted to defendant to answer by the 20th day of April 1889 and cause continued.

5686

5716

Thursday March 28th A.D. 1889

5686 Elizabeth Rausch vs Sarah M. Minthorn

This day again came the parties by their attorneys also came the jury heretofore impanelled and sworn in this case and said jury having heard the arguments of counsel and the charge of the court retired to their room in charge of the Sheriff for deliberation. And now comes the said jury into open court with their verdict in writing signed by their foreman and say; We, the jury being duly impanelled 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 $1029.67/100 —

O. Marriott, Foreman.

5716 Minerva Clark vs George Clark

This cause coming on for hearing on the plaintiff (the defendant being in default for answer) and the evidence, 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 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 that by reason thereof the plaintiff is entitled to a divorce prayed for.

It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Minerva Clark and George Clark 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 until further ordered, confided to the said Minerva Clark exclusively, But it is hereby ordered that the defendant have the privelege of visiting said children every two weeks on Friday ~~b~~ between the hours of 3 and 5 o'clock P.M. and any violation of this privelege by either party may be reported to this court.

It is further ordered that of the money remaining in the hands of Marion Hopkins that he pay $150.00 to W. J. Hoover Esq. attorney for defendant and the residue thereof to D. W. Ayers attorney for Plaintiff and that the plaintiff pay the costs herein taxed to $.

Thereupon court adjourned until 9 o'clock tommorrow morning.

Friday March 29th A.D. 1889

Court convened at Nine o'clock this morning the same officers being present as on yesterday.

5749

5272 E. M. Witter vs A. B. Witter

This case having been referred to J. M. Broderick to take and state an account between the parties hereto and the report of the said J. M. Broderick having been filed. Whereby he finds on said account that the defendant is indebted to the plaintiff in the sum of $1070 The court on motion of the plaintiff and on consideration of the said report do approve and confirm the same.

It is therefore considered by the court that the plaintiff recover of the defendant the sum of One hundred & nine & 70/100 dollars his debt and costs taxed at $ And it is further ordered by the court that said Referee have a fee of $50.00 in this case one half to be taxed to the plaintiff as part of the costs in this case, and one half to be taxed to the defendant as costs in this case.

5657 Emily M Adams vs Ann Gill et al

On motion leave was granted to defendants Ann Gill & H A Gill to file amended answer instanter.

788 State of Ohio vs Daniel Bird et al

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant Daniel Bird being brought into court in custody of the Sheriff and arraigned upon said indictment for plea thereto, saith he is "guilty." Thereupon after being fully advised in the premises, It is ordered and adjudged by the court that the said Daniel Bird pay a fine of Twenty dollars ($20.) and the costs of this prosecution, and that he stand committed to the gail of Union County until the amount of said fine and costs shall be paid.

5717 O. E. Lincoln et al vs Wm H. Crary et al

Now comes The Farmers Bank one of the defendants herein and being in default for answer on motion leave is granted said The Farmers Bank to file answer and cross petition herein by March 30th 1889.

Friday March 29th A.D. 1889.

5749 John L. Hord admr
vs
W. H. Hord et al

This day came the parties by their attorneys, also came the following named persons as more, viz
1 D. C. Holycross 5 O. Mariott 9 Lewis Miller
2 H. H. Chavous 6 Luther Winget 10 Morris Bowersmith
3 Lewis Bonnett 7 H. E. Bennett 11 Benj Carter and
4 Thomas Loveless 8 Garrison Longberry 12 J. S. Harmon, who were duly impanelled and sworn, and the said jury having heard the evidence adduced, the arguments of counsel and the charge of the court retired to their room 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 defendants.
D. C. Holycross Foreman.

Saturday March 30th A.D. 1889

Court convened this morning at Nine o'clock the same officers being present as on yesterday.

5746

Matilda E. Newhouse
Philip Vandean and
Wm W. Epps
vs
The heirs & devisees of Duncan McArthur dec'd

This day came the plaintiffs and made proof of notice by publication to the defendants according to law to the satisfaction of the court, and thereupon this cause was submitted to the court on the pleadings and evidence of witnesses. Thereupon the court being fully advised in the premises, do find and adjudge that defendants have been duly notified of these proceedings and that the plaintiffs are the equitable owners of said land in the petition described and the plaintiffs and those under whom they hold possession thereof have held open and adverse possession thereof since the year A.D. 1834 and that the allegations of the said petition are true and the plaintiffs title and possession in said lands should be quieted against the claim and title of the defendants if they have had or claiming any thing therein.

Therefore it is considered, ordered and adjudged by the court that the title interest and claim of title of the said defendants and all of them be, and the same is declared and adjudged by the court to be in the plaintiffs and the plaintiffs title and possession in said lands is thereby quieted against said defendants, and the defendants are ordered and decreed by the court to release to plaintiffs by quit-claim deed in ten days any and all claims they have in said lands, and in default of such conveyance, this decree shall be and operate as such deed of conveyance to the said plaintiffs in such proportions and descriptions as they by their deeds have and hold the same. 5329

It is ordered by the court that the plaintiffs pay the costs of these proceedings taxed to $ —

This day it is ordered by the court that the Sheriff proceed to purchase and put down a new carpet inside the bar of the court room and same to be paid for on order of the court.

John A. Price.
Judge.

5715 John S Ruehlen
vs
Ent. Elizabeth Dolbeardsal

This day this cause came on to be heard, and by agreement of the parties hereto, this cause is compromised and settled, each party paying his own costs, no record.

5746 Maggie M. Tickey
vs
Thomas Martin Sheriff &c

This day this cause came on for hearing on the issues joined between the parties hereto, and thereupon came the following named persons as jurors, to-wit;

1 Lewis Bonnett 5 H. E. Bennett 9 Norris Bowersmith
2 Thomas Loveless 6 Garrison Longberry 10 Benjamine Carter
3 Luther Winget 7 J. N. Gossett 11 H. H. Chavous and
4 D. C. Holycross 8 Lewis Mills 12 J. S. Harmon who were duly impaneled and sworn according to law, And the said jury having heard the testimony, arguments of counsel and charge of the court, retired to their room in charge of the Sheriff for deliberation. And now comes 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 find at the commencement of this action she had the right of possession of the property described in the petition and also the right of property therein, and we assess her damages at $1.00;

It is therefore considered by the court that the said plaintiff recover from the said defendant her said damages, together with her costs herein expended taxed at $ and execution is awarded therefor.

5329 Susan Meddles
vs
Milo G. Meddles

On motion to the court by said plaintiff and on producing the return of the Sheriff ~~upon~~ and the report of said A. S. Moore, James B. Whelpley and C. Houston persons heretofore appointed to make division of the lands of plaintiff and defendant; and said report having been examined by the court and found just; the same is hereby approved and the said report and plat made by said commissioners is ordered to be recorded and that each party stand seized of the part so assigned and set off respectively.

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Tuesday April 2d A. D. 1889

Court convened at half past one oclock P. M pursuant to adjournment his honor John A Price presiding.

J. W. Robinson }
vs }
C. B. Norwell & wife }

This day came the parties and this cause was submitted to the court on the motion to confirm sale. Whereupon the court being fully advised in the premises do find the sale made to plaintiffs to be in all respects regular and lawful and therefore the court do confirm said proceedings and sale and authorized the Sheriff of this county to make a lawfull deed conveying the premises so sold to plaintiff and the court find there is a balance still due on said decree the sum of Three hundred dollars for which sum the court awarded execution against said C. B. Norwell and said purchaser is hereby subrogated in the place of the mortgage in this case and the court order the Sheriff to deliver possession of said premises to the said purchaser.

3688 Forrest S. Hager }
vs }
John G. Willson et al }

Now comes the said plaintiff Forrest S. Hager and by leave of the court first had, withdraws his demmurer herein filed, and dismisses this action as to defendant Thomas F. Williams, at his own costs, without prejudice to a future action.

3658 B. L. Talmadge }
vs }
Wm H. Graham et al }

This day the defendant asked and obtained leave to answer within 30 days. also leave was granted Nathan Graham to file answer and cross petition within 30 days from this date.

3577 Simpson Price }
vs }
Francis M. Sanders }

The jury in this action, having on a former day of this term, rendered a verdict for the defendant and no motion for a new trial having been made; It is therefore considered by the court that the defendant go hence without day and recover of the plaintiff his costs herein expended.

J. G. Coleman }
vs }
John Vonderau et al }

This day the death of the plaintiff herein was suggested and it appearing to the court that Barbara Coleman is the duly appointed and qualified Executor of the last will and testament of said plaintiff deceased. It is ordered that this case be and the same hereby stands revived in the name of said Barbara Coleman Executrix.

Tuesday April 2d A. D. 1889

5452 The State of Ohio }
vs }
Daniel Brightler }

This day this cause came on for hearing, and it appearing to the court that this cause has been settled at the costs of the defendant.

It is therefore considered and adjudged by the court that said defendant pay the costs herein taxed at $ and execution is awarded therefor.

5536 Michael Cody }
vs }
Thomas Cody }

This day came on this cause to be heard on the motion to confirm the sales made in this cause by the Sheriff and distribute the proceeds thereof, and the court being fully advised in the premises do find the proceedings and sales to be regular and do confirm and approve the same and order the Sheriff to make execute and deliver to said purchasers a deed each for the part of said lands by him bought, conveying to them the entire interest of said heirs of John Cody deceased, and the court order that out of said proceeds of sales the costs of these proceedings including an attorney fee to J. W. Robinson for $107.77 and the taxes and Pike and ditch assessments up to and including the amounts due June 1889 be also paid and the balance of the first payment and the two defered payments be divided between the 8 heirs of said John Cody deceased as ordered in the order of partition, And it appearing that Richard Cody has conveyed his interest in said lands to William Cody his brother, it is therefore ordered by the court that the share of Richard Cody be paid to said William Cody.

5686 Elizabeth Rausch }
vs }
Sarah M. Minthorn }

This day came the parties and settled this cause by the plaintiff taking the land back and cancelling the written agreement the plaintiff gave her note for the amount she is to refund the defendant on which she paid, and plaintiff is to pay all the costs except the defendants witnesses which defendant is to pay. No Record of the case.

It is therefore considered and adjudged that defendant pay her own witnesses and the plaintiff all the other costs.

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Tuesday April 2d A. D. 1889.

5747 W. S. Phelps and Sons
vs
Rachel Gates et-als

This day this cause came on to be heard and the court being fully advised in the premises (the plaintiffs waiving a jury and the defendants Rachel Gates and Isaac F Gates being in default) do find there is due the plaintiffs from said Rachel Gates and Isaac F. Gates the sum of $236.81 April 2d 1889 on the notes claimed by plaintiffs in their petition.

It is therefore considered ordered and adjudged by the court that the plaintiffs recover of said Rachel Gates and Isaac F. Gates said sum of $236.81 and costs of suit expended taxed to $

And it is further ordered and decreed by the court that there is due on said notes and Mortgage to plaintiffs from said Rachel Gates and Isaac F. Gates said sum of $236.81 which is a lien on said real Estate in the petition described & if they fail for three days to pay said sum and interest and costs that an order of sale issue for the sale of said premises. As to all the other defendants claims this case is passed for further order

5608 R. L. Woodburn Guardian &c
vs
George W. Montgomery et al

This day came the parties and submitted this cause to the court for confirmation of the sale made herein and the court being fully advised in the premises do find the proceedings and sale are regular and lawful and therefore it is considered and adjudged by the court that said sale be, and the same is hereby confirmed and the Sheriff ordered to execute to said purchaser a deed in fee simple, and it is ordered that out of the proceeds that the costs including attorney fee of $70.00 to J. W. Robinson be first paid and that in lieu of her dower in land the sum of $545.67/100 be paid to Sarah C Montgomery as and for her dower interest in and to said lands in said petition described and that the balance of said proceeds be divided and paid over to the said several parties in the proportion that partition was ordered, to-wit: one tenth each. Taxes also to be deducted.

5779 Philena Gates
vs
McCune, Dennis & Griswold

This day this cause came on for hearing on the motion of defendants to dissolve the injunction heretofore granted in this case, and the court being fully advised in the premises do overrule the same to which ruling of the court the defendants except:

Tuesday April 2d A. D. 1889.

783 State of Ohio vs Monroe Wilson } Indictment for unlawfully Selling & furnishing intoxicating liquors to a Minor.

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 hearing testimony and being fully advised in the premises, it is ordered and adjudged by the court that the said Monroe Wilson pay a fine of Twenty five dollars and the costs of this prosecution, and that he Stand Stand Committed to the jail of Union County until the amount of said fine and costs Shall be paid, or Secured to be paid, or he be otherwise legally discharged.

786 State of Ohio vs Carey Gaynes } Indictment for unlawfully Selling and Furnishing intoxicating liquors to a Minor

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 ~~and~~ in the premises, it is ordered and adjudged by the court that the said Carey Gaynes pay a fine of Twenty Five 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 are paid or Secured to be paid, or he be otherwise legally discharged.

5736 Fleck & Chapman vs Solomon Franck et al

This day plaintiff came by their attorney and it appearing ~~the~~ the court that the papers in this case were mislaid, or lost, leave was granted by the court to substitute the papers in this case

5712 M H Hill vs J B. Wheepley et al } This day this Cause came to be heard upon the demurrer filed by J B Wheepley, against the petition of the plaintiff, and was argued by counsel, in consideration whereof the court sustains said demurrer and the plaintiff not desiring to amend his petition or further plead; said petition is dismissed at plaintiffs costs It is therefore considered that the defendant recover of plaintiff their costs herein taxed to $

Tuesday April 2d A.D. 1889

Absolum Liggett }
5763 vs }
Almeda Degood et al }

On motion to the court by W. W. Merchant attorney for the plaintiff, and producing the proceedings of the Sheriff and the report and proceedings of the commissioners heretofore appointed and the same being examined, it is ordered by the court that said proceedings and report be and the same are hereby approved and confirmed, and thereupon the said Almeda J. Degood electing to take said premises consisting of 325-50/100 acres being the home farm of the said Abner Liggett dec'd at the said valuation of said commissioners to-wit; The sum of Thirty six dollars per acre. Total amount Eleven thousand Seven hundred and Eighteen dollars and she having agreed to convey to Absolum Liggett a certain agreed part thereof as his share of said tract and also to the children of William Perkins another certain part at the agreed value thereof, The said Estate is hereby adjudged to the said Almeda J. Degood. The parts to be conveyed to said Absolum Liggett and Wm Perkins children in trust to her to reconvey to them, and the Sheriff is ordered by the court to execute a deed in fee-simple for the same to the said Almeda J. Degood according to the Statute in such case made and provided, and it is further ordered by the court on motion said attorney that neither of said heirs electing to take said In Lots No 55 & 56 with the improvements thereon situate in the Village of Magnetic Springs Union county Ohio at the appraised value thereof as returned by said commissioners; it is ordered by the court that said In Lot No 55 & 56 with said improvements be sold on the premises by the Sheriff of said county of Union according to the Statute in such case made and provided, on the following terms. one-third cash on day of sale, one third in one year and one third in two years with interest from day of sale, defered payments to be secured by Mortgage on said premises. And it is ordered by the court that the costs and expenses of this suit taxed at $ and also an attorney fee of $125.38 allowed and to be paid to W. W. Merchant attorney for said plaintiff to be paid within 30 days by the parties in the following proportions To the said Absolum Liggett Plaintiff the equal one fourth part of said costs and attorney fee To the said Almeda J. Degood one equal fourth part of said costs & attorney fee. To Thomas R. Perkins, Mary D. Flemming, Henry A. Perkins and Elizabeth E. Flemming to each the one sixteenth part thereof To Edwin F. Perkins Alice M. McKitrick, Charles Perkins Lydia A. Perkins, Catherine Perkins and Thomas R. Perkins to each the one-twenty fourth part of said cost and attorney fee and in default thereof that an execution issue.

Thereupon Court adjourned until 9 o'clock tommorrow morning.

Wednesday April 3d A.D. 1889-

Court convened at 9 O'clock this Morning the same officers being present as on yesterday.

5598

Emily Adams admr }
vs }
Ann Hill et al }

On Motion by defendant Mary Callahan this cause is continued at her cost of the term. Judgment for costs and if said Mary Callahan fail for twenty days to pay said costs of this term that Execution issue therefor as upon judgments at law-

5730
6054

David Wise }
vs }
Sarah Wise }

The commissioners herein before appointed to assign dower and appraise the land in the petition described having assigned dower to Sarah Wise and the same having been found regular and just by the court; it is ordered, adjudged and decreed by the court that said proceedings be and the same are confirmed and said Sarah Wise is therefore ordered and decreed to be endowed of the lot No 3 of the subdivision made by said commissioners and set off to her by them as Lot No 3-

5714

Edward C. Stevenson }
vs }
Job E. Stevenson et al }

5646

This day this cause came on to be heard on the motion for an order of partition. Whereupon the court being fully advised in the premises find the plaintiff is entitled to partition of the lands in his petition described and that he owns the part thereof represented by the fraction $\frac{215873}{HHH\ 701}$ and that the said Job E. Stevenson owns the part represented by the fraction $\frac{228828}{HHH\ 701}$ and they are tenants in common It is therefore ordered and decreed by the court that the Sheriff of this county by the oaths of Mathew Lingle, John Gray and Samuel Sherwood be set off to said plaintiff the part of said land represented by the said fraction $\frac{215873}{HHH\ 701}$ and to the said Job E. Stevenson the part represented by the fraction $\frac{228828}{HHH\ 701}$ and return their proceedings thereon. and the rights of the tax claim occupants are reserved for future action-

5778.

Cassius L Eaken }
vs }
Ione L Eaken }

For entry See page 90

5672

Wednesday April 3d A.D. 1889-

5598 Anthony Muddesworth
vs
William Whitely et al

This day this cause coming on for hearing was submitted to the court- upon the pleadings and evidence on consideration whereof the court- find the issues joined for the plaintiff, and that- they conveyances of the property described in the plaintiffs petition to-wit,- from William Whitley to C.L. Fields and from C.L. Fields and wife to Molly Spring et al children of the said William Whitley was without- consideration and made to hinder and delay the creditors of said Whitely as the said Plaintiff has in said petition alleged-

It is therefore considered by the court that- said deeds of conveyance from William Whitley to C.L. Fields ~~and wife~~ and from C.L. Fields & wife be and the same are hereby set-aside, vacated and declared to be of no force or effect- in law- to affect- or convey the title of said described premises to the said Fields or to said grantees from Fields & wife, It- is therefore further ordered by the court- that- the said real estate described in the said petition be subjected to the payment- of said judgments against- the said William Whitley as described in said petition, and that said Whitley pay the costs of this suit,- Except- the witness fee of J.C. Fields and the costs of the attachment- against- him which costs shall be taxed against- the plaintiff, whereupon the defendants- gave notice of appeal, and appeal bond was fixed at $100.00

5646 Andrew Smelzer
vs
John E. Harrman et al

This day this cause came on to be heard upon the petition in Error of the plaintiff, was argued by counsel and submitted, to the court, and the court being fully advised in the premises do find for the plaintiff, and that- there is Error in the judgment- and proceedings of the Mayor before whom said action was tried, And it- is therefore ordered and adjudged by the court that- said judgment- in favor of Andrew Smelzer Sr against- Andrew Smelzer Jr be and the same is hereby reversed set-aside and held for naught at- costs of the defendant- It- is further ordered by the court- that- the defendants pay the cost- of this action and this cause is set-down for trial in this court- as upon appeal- Defendant- Excepts.

5672 Parrish v Spring
vs
Thomas Hill

This cause coming on to be heard upon the motion of plaintiff to quash appeal herein filed, the court in consideration thereof do overrule the same and leave is granted plaintiff to file petition instanter, and the same filed

Wednesday April 3d A.D. 1889.

Newton Linsley
vs
R.L. Cowgill admrs

This day came the plaintiff and the defendant and submitted this cause to the court for judgment and neither party requiring a jury, and neither plaintiff or defendant asking delay, the court being fully advised in the premises do find for the plaintiff and that said award is regular and lawful and said administrator ought to allow, and he is ordered to allow as a just claim against said estate said sum of $80.00 and it is ordered by the court that said administrator pay the costs herein taxed to $ out of said estate to all of which P.R. Kerr as attorney for Alice Williams one of the heirs of Abel Linsley decd Excepts.

5544 Addie Woodworth
vs
Martie Connor et al

The amount claimed to be now due to plaintiff being paid this cause is therefore settled and costs paid.

5757 Oliver P. Lemon et al
vs
M.W. Hill assignee &c

This day came on this cause to be heard on the demurrer to the petition, Whereupon the court being fully advised in the premises do overrule said demurrer and leave granted defendant in 30 days

5665 Eliza J. Monroe
vs
Wm W. Epps

This cause is settled and costs paid. No Record to be made.

5638 George Crandall
vs
Jasper Woodworth et al

This day this cause came on to be heard upon the demurrer filed by defendants to plaintiffs petition and was argued by counsel and the court being fully advised in the premises find that said demurrer is well taken and sustain the same to which ruling and decision of the court the plaintiff then and there excepted.

Thereupon Court adjourned until 9 o'clock tommorrow morning.

Thursday April 4th A.D. 1889.

Court convened at 9 o'clock this morning the same officers being present as on yesterday.

To the Hon. John A. Price Judge.

Union County To Thomas Martin, Sheriff

To Services of E.P. Houghton Bailiff attending court 25 days @ $2.00 pr day	50.00
" Services of N.L. Moffitt Bailiff attending court 25 days @ $2.00 pr day	50.00
Serving 49 Grand Jury witnesses @ 10 cents each	4.90
Making 49 copies for above witnesses 10 cts ea	4.90
662 Miles travel on above witnesses 8c pr mile	52.96
Venire for Grand Jury	4.50
Venire for Petit Jury	4.50
Venire for Struck Jury	4.50
	$176.26

I certify the above account to be correct and unpaid.

Thomas Martin, Sheriff.

Approved and ordered paid.
April 4th 1889.

John A. Price.
Judge.

Marysville O April 3d 1889
Union County

In acct with W. S. Smith Dr

March 23d 1889 To Meals for Jury man + Sheriff $7.50

I hereby certify the above account to be correct and unpaid

Thomas Martin Sheriff.

April 4th 1889

The foregoing bill is approved.
The Clerk will make proper entry on the journal.

John A. Price
Judge

Thursday April 4th A. D. 1889

5551 Emma Eversole
vs
Calvin Eversole

This day this cause came on to be heard on Motion of the defendant J. I. Case Threshing Machine Company to Modify the Journal Entry made on March 6th 1889 as recorded in Journal 15 Page 33 of the Records of this court and the same was argued by counsel and Submitted to the court. On consideration the court do Sustain said Motion.

It is therefore considered ordered and adjudged by the court that said Journal Entry be modified as follows: It is further considered ordered and adjudged by the court that said Receiver John Riley pay to said defendants J. I. & D. Case Threshing Machine Company within thirty days from the entry hereof the amount of its said claim, to-wit; The sum of Seventy-nine 3/4 65/100 dollars with eight per cent interest thereon from ~~the~~ March 4th 1889. and if necessary to carry into effect this order of the court full authority is hereby given said Receiver to re-possess himself of the said Engine set forth in the answer and cross petition of said defendant The J. I. Case Threshing Machine Company and to sell the same as upon Execution and out of the proceeds to pay the costs of such sale and the said amount due said defendant The J. I. Case Threshing Machine Company and to pay the remainder of said proceeds to said Emma Eversole.

5442 John Robinson
vs
Samuel B. Robinson et al

This day this cause came on to be heard on the Sheriffs report on an order of sale issued in this case; also upon the pleadings and Evidence, and upon a written agreement entered into and signed by all the parties to this action, and the court being fully advised in the premises find as follows;

1st That at the September term 1888 of the circuit court of said county the said John Robinson by the consideration of said court recovered a decree and order of sale of five Mortgages, that the said decree was remanded to the court of common pleas for further proceedings and execution. That said Susannah Robinson was the owner of 4/7 of the James Robinson farm in fee simple, and that Samuel B. Robinson was the owner of the other 3/7 thereof in fee simple. That two of the said Mortgages were made by the said Susannah Robinson on her undivided interest and amounted, principal and interest to the sum of $1936.74 on the 6th of February 1889. That the said Samuel B. Robinson land was bound for the payment of the other three Mortgages aggregating at the rendition of said decree, the sum of $5930.82 bearing 8% interest. That at the March term 1888 of this court partition was made of said land allotting to said Susannah Robinson 123 41/100 acres, and to S. B. Robinson 123 41/100 acres, also, assigning dower amounting to 40 acres in said share

Thursday April 4th A. D. 1889

of S. B. Robinson, which partition was confirmed by this court at its March term 1888, from which judgment an appeal was taken, The court further find that on the 6th day Feb 1889 a written agreement of compromise was entered into and signed by all the parties hereto, and is as follows;

John Robinson
vs
John R Taylor Guardian of Susannah Robinson and others } No. 5742. Circuit court Union county Ohio, also Common pleas court of Union county

In the partition case it is agreed that the partition already made of the James Robinson farm shall stand as made in the common court and the appeal is to be dismissed. The guardian of Susanna Robinson to pay all the partition costs.

2d The foreclosure proceedings are to be modified as follows. Viz: Said Susannah Robinson is to pay cash now ~~the~~ two mortgages given by her alone now amounting with 8 per cent interest to $1936.74 and one half the costs and is to relinquish by the decree all of her dower interest in the 123.4/100 acres set off to Samuel Bruce Robinson in said farm 3rd Second. Said John Robinson is to assign to Wm Moody all of said claim of $1936.74 and all interest he has in the 123 4/100 acres set off to her the said Susannah Robinson, and the parties consent to the modification of the order of foreclosure made in said courts as to confirm this agreement and allow the sale of the 123 4/100 acres set off to Samuel Bruce Robinson for the benefit of John Robinson's mortgage for the satisfaction of his decrees thereon. This arrangement is to be confirmed by John Robinson on his part, by John R. Taylor Guardian of Susannah Robinson by James Black assignee of Bruce Robinson and by Cyrus Zimmerman Receiver and the whole carried into effect by the decree of the court in said causes at the March term 1889 and the money or said $1936.74 is to be paid to John Robinson whenever the paper is signed by him.

John R Taylor Guardian is to pay 4/7 of the land tax of the whole James Robinson farm and said John Robinson three sevenths of the land tax of said farm

Feb 6, 1889

John R Taylor Guardian
John Robinson
J. F. Black assignee
per H. C. Black
Cyrus Zimmerman Receiver

It is therefore considered ordered and decreed by the court that said agreement be and the same is hereby confirmed, And it appearing that said sale to said John Robinson of the premises set off by said partition to S. B. Robinson has been in all respects regular the same is hereby approved and confirmed and the Sheriff is ordered to execute to said purchaser a deed in fee simple according to law conveying to him the interest therein of all of the defendants including the dower of said Susannah Robinson. And of the costs made herein the one half viz: $17.83 of the costs up to the time the order of sale issued and all of the costs since the issueing of the order of sale to wit: $32.25 be taken out of the purchase money of said S. B. Robinson lot and 3/7 of all the tax and assessments on said farm including delinquent and

Thursday April 4th A. D. 1889

Simple tax and bridge assessments to and including the June payment 1889 and amounting in the aggregate to $412.49 and also the whole of the unpaid assessments on the Sager Mill road amounting to $13.41 be paid out of the purchase total amount $425.90 and that the residue of the purchase Money be applied as follows, 1st on the decree on the first cause of action herein, of John Robinson vs S. B. Robinson, the Sum of $1216.42 and that the remainder of Said purchase Money being $200.90 be applied as a credit on the decree on the 3rd and 5 cause of action herein being a balance due and unpaid of $2941.72 on Said decree as against S. B. Robinson and in favor of John Robinson. It is considered that the Said John Robinson recover the Same from the Said Samuel B. Robinson and Execution is awarded therefor.

And as to the remaining costs amounting to $19.33 it is ordered that the Said John R. Taylor as guardian of Susannah Robinson pay the Same to the clerk of this court within ten days from the entry hereof and in default that Execution issue therefor and as to the balance of the taxes and assessments on Said farm being 4/7 thereof the Said John R. Taylor as Such Guardian is ordered to pay the Same as it may be required by the Treasurer of Union County.

5676

George McPeck who was appointed by the Court as a Special Master Commissioner in this case made his report herein, and he is allowed $3.00 as his fees in the case which is to be paid out of the purchase Money in this case.

And Cyrus Zimmerman heretofore appointed a Receiver in this case this day made his report showing a balance in his hands as Such the Sum of $123.00 which report is confirmed and he is ordered after reserving his Compensation as Such Receiver to pay the balance to Said John Robinson to be credited on his decree against the Said Samuel B. Robinson.

To the order and decision of the Court as to assessments on the lands above refered to and described, The Said John R Taylor Guardian Excepts, and gives notice of appeal from the Same and his bond is fixed at $100.00

5676

Wilstack, Mulenhause Brewing Company vs Bank of Marysville

This day this cause came on to be heard on the demurrer of the above named defendant to the petition of the plaintiff and was argued by Counsel and Submitted to the Court, on Consideration the Court overrule the Same, to all of which Rulings and decisions the defendant then and there excepted, Leave is hereby granted the plaintiff to file amended petition by Saturday April 6th 1889. and leave is granted the ~~plaintiff~~ defendant to plead thereto in 30 days from the rising of the Court.

Thursday April 4th A. D. 1889

The Connecticut-Mutual Life Ins Co }
5676 vs }
Velasco J. Case et-alo }

This cause coming on for hearing upon the motion of Ruth Ann Keller to set aside the report of the commissioners heretofore appointed to assign the dower of said Ruth Ann Keller in the premises described in the petition on consideration the same is set aside, and this cause coming on for hearing upon the petition and the evidence the court find that all of the defendants have been duly served with summons or have entered their appearance herein that are necessary parties to this proceeding for the assignment of dower and are in default for answer and demurrer, the court further find that the said Keller in his lifetime seized in fee simple of the real estate and premises described in the petition and that the said Ruth Ann Keller is the widow of the said Keller deceased and that she is entitled to have her dower in the said premises assigned and set off to her as prayed in her said cross petition.

It is therefore ordered, 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 if they can be divided by metes and bounds, If said premises are entire and cannot be so divided, then it is ordered that dower be assigned as of a third part of the rents, issues and profits thereof, and that a writ issue to the Sheriff of Union county commanding him that by the oaths of J. B. Wheelsley W. F. Robb and A. S. Mowry three judicious disinterested men of the vicinity in the said county and who are hereby appointed commissioners for that purpose he cause to be set off and assigned the dower to said plaintiff in manner as above ordered, and that of such proceedings together with the said commissioners appraisement of the yearly net value of said real estate estimated from the day of 18 to the day of assignment of Dower, the said commissioners and Sheriff make return without unnecessary delay.

The Connecticut-Mutual Life Ins Co }
5676 vs }
Velasco J Case et-al }

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 find 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 Ruth Ann Keller have and possess the lands so assigned to-wit; 28 acres described by metes and bounds in the report of said commissioners and the plat thereof as and for her reasonable dower in said premises.

It is further ordered that the said Ruth Ann Keller pay one third of the costs of the proceedings herein to assign dower taxed to $ And that the defendants J. W. Keller and Mary A. Case pay two-thirds of said costs taxed to $ and execution is awarded therefor.

Thursday April 4th A D 1889.

This Case is of the October Term 1888,
November 28th 1888.

5676. The Connecticut Mutual Life Insurance Company vs Velasco J. Case Mary A. Case Jacob W Keller John Hamilton, The Huber Manufacturing Company Robinson Curry & Co a firm composed of Chester L Robinson William L. Curry Wm McDiggett and Walter C. Fullington and Winfield S. Rogers

This cause comming on this day to be heard was submitted to the court upon the petition of plaintiff the answer of Jacob W. Keller and the cross petitions of Winfield S. Rogers and Charles S. Lee, the other defendants being in default for answer and demurrer, and on consideration thereof the court find on the issues joined, for the plaintiff and that there is due the plaintiff The Connecticut Mutual Life Insurance Company from the defendants Mary A. Case, Velasco J. Case and Jacob W. Keller on the promissory note set forth in the petition with interest at 8% per annum to November 28th 1888 the sum of Fourteen hundred and Sixty three & 46/100 dollars 5654
The court further find that in order to secure the payment of said note the defendants Velasco J. Case and Mary A. Case who is the wife of said Velasco J. Case and Jacob Keller Executed to said The Connecticut Mutual 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 14 page 64 of the record of Mortgages of Union County, Ohio and is a good and valid and first lien on the premises described in the petition and that the conditions in said Mortgage have been broken. 5702

It is therefore considered by the court that the plaintiff The Connecticut Mutual Life Insurance Company recover from the defendants Velasco J. Case Mary A. Case and Jacob W Keller The said sum of Fourteen Hundred and Sixty Three & 46/100 dollars and its costs herein expended. And it is further adjudged and decreed that unless the defendants Velasco J. Case Mary A Case and Jacob W. Keller 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 the rate of 8% per annum from November 28th 1888. the defendants Velasco J. Case Mary A Case and Jacob W. Keller Equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefore to the Sheriff of Union county directing him to appraise advertise and sell said premises as upon Execution in Two tracts described as follows:

First Tract:- 5638

The following described land situated in Taylor township Union County Ohio, and part of U M Survey No 3690.
Beginning at a stone lower corner on Bokes-Creek to a lot of land conveyed by Jacob Keller to Joseph Atchison, thence with the East line of said lot of

Thursday April 4th A.D. 1889.

land S 8¼° W 106 poles to a stone in the Hartford road. thence S 78½ E. 59.80 poles to a stone in said road and in the west-line of Elizabeth John's land, thence with said line N 8¼ E 126.80 poles to a stake in the South bank of said creek (Hickory bears N 81½ W 4/10 of a pole. Elm bears S 23° E 7/10 poles) thence up the center of said creek with the meanders thereof to the beginning containing 46¾ acres.

Second Tract. Situated in Taylor Township Union county Ohio part of U.M. Survey No 3690 bounded and described as follows: Beginning at a stone 2 Beeches and an ash N.W corner to Survey No 1852 Thence with the north line of said Survey S 83° E 10.40 poles to a stone S.W corner to Elizabeth Johnson's land; thence with the west-line of said land N 8¼ E 128.80 poles to a stone in the Hartford road. Thence North 78½ W 59.80 poles to a stone in said road and in the east-line of Joseph Atkinson's; Thence with said line S 8¼ W 132.25 poles to a stake (a Beech bears N 78¼° W 11 links in the N line of Survey No 3592. Thence with said line S 81¼° E 49.40 poles to the beginning containing 48¾ acres more or less and report his proceedings to this court for further order.

5654 C. M. Henton vs A. J. Hare et al

This day came the parties and settled this cause at defendants cost the plaintiff still not continueing the printing or publishing business in Union County Ohio

Therefore it is considered and adjudged by the court that plaintiff recover of the defendants his costs herein taxed to 8

5702 In the Matter of the assignment of S. M. & A. J. Blake and of the Bank of Union to Bank & of A. J. Blake

This cause came on for hearing on the exceptions to the report of the Referee W. T. Hoops Esq and being fully argued the court being fully advised in the premises do overrule said exceptions, and it is considered ordered and adjudged by the court that said Report be and the same is hereby confirmed and the said Several funds be distributed as found by said Referee, and it is further ordered that the said Assignee at once file his additional report with the names and amount of claims allowed to each class of said creditors and dividend declared according to said findings, and for the purpose of carrying this order into effect the clerk of this court is ordered to certify this cause back to the Probate court of this county with a copy of this decree and a cost bill of the costs made in this court including a Referee fee of one Hundred and fifty dollars allowed to him for his services as such Referee all to be paid by said three estates in proportion of the funds in each estate found by such report.

5638 D. W. Ayers vs Daniel S Ford

This day came on this cause on the motion of defendant to require plaintiff to itemize his claim. Whereupon the court overruled the motion to which ruling the defendant then and there excepted and grant leave to defendant to answer in 30 days from the rising of the court.

Thursday April 4th A.D. 1889

5364 Herbert H. Chavous vs Peter Wynnegar et al

This day came the parties and it appearing that defendants deny the acts charged against them and disclaiming any imputation of wrong or suspicion against the plaintiff the plaintiff dismisses this cause.

Thereupon it is considered and adjudged by the court that defendants recover of the plaintiff their costs taxed to $ No Record

5776

5611 The Chicago St Louis & Pittsburgh Rail Road Co vs W. E. Dunifee et al

This day this cause came on to be heard on the motion of defendant to dissolve the injunction heretofore granted in this cause and was argued by counsel, and the court being fully advised in the premises, overruled said motion, to which ruling the defendant excepted, The defendant had leave to answer by May 1st 1889.

5761

5758 Cassius L. Eakin vs William S. Eakin

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 severality the parts and premises so set off and assigned to each respectively as shown by the descriptions and plat in the report of the commissioners.

And it is further ordered that the costs of this action including a counsel fee of $4.25 to Cole & Bales for services herein taxed at $ be paid by the parties in the following proportions to-wit: Cassius L. Eakin 4/5 thereof, W. S. Eakin 1/5 thereof and execution is awarded therefor.

5761

Thereupon Court adjourned until Friday April 12th 1889 at One o'clock P. M.

Friday April 12th A. D. 1889.

Court convened this day at one o'clock P. M. pursuant to adjournment his honor John A. Price Judge presiding.

James B. Smith Executor of Alvah Smith dec^d
5776 vs
Charles B. Smith

Now comes the plaintiff James B. Smith as executor of Alvah Smith by his attorney, and the defendant being in default for answer and demurrer, whereupon this cause is submitted to the court with the consent of the plaintiff and the court being fully advised in the premises finds that the allegations of the petition are confessed by said defendant to be true and that there is due the plaintiff from said defendant the sum of Seventy four thousand one hundred and Twenty Two & 12/100 dollars ($74,122.12) upon the cause of action set forth in the petition including interest to this 12th day of April 1889

It is therefore considered by the court that the said James B. Smith as executor of Alvah Smith deceased recover from the defendant Charles B. Smith the said sum of Seventy Four Thousand One hundred and Twenty Two & 12/100 dollars and his costs herein expended taxed at $ —

J. C. Rodgers et al
5761 vs
Luther Liggett.

It appearing to the court that the Connecticut Mutual Life Insurance company is a necessary party to the controversy in this case and to a complete determination of the question involved herein for the reason that it holds a lien on the property described in the petition the said Connecticut Mutual Life Insurance company is therefore on motion made a party defendant hereto and leave is granted it to file its answer and cross petition herein instanter. To which ruling and order of the court the plaintiffs by their counsel except.

J. C. Rogers et al
5761 vs
Luther Liggett

It appearing to the court that E. P. Rogers, A. G. Boring and the Farmers Bank of Mechanicsville Ohio are necessary parties to the controversy in this case and to a complete determination of the question involved herein for the reason that they have liens on the property described in the petition the said E. P. Rogers, A. G. Boring and the Farmers Bank are therefore on motion made parties defendant hereto and it is ordered that process issue for them. To all of which the plaintiff by their counsel except.

Friday April 12th A. D. 1889.

No 5113 William B McAllister and Lemmington W. McAllister Administrators of R. T. McAllister dec'd
vs
The New York Lake Erie and Western R R Company

This day the plaintiffs prepared and presented to the court their certain bill of exceptions herein which the court allowed, signed and sealed and ordered the same to be filed with the pleadings as part of the record herein but not to be spread upon the journal. Bill of exceptions filed

5717 O. E. Lincoln et als
vs
Wm H. Crary et als

This day came the parties and submitted this cause to the court. Whereupon the court being fully advised in the premises do find the proceedings and sale by the Sheriff of the lands in the petition described to be regular and lawful. And it is therefore considered ordered and adjudged by the court that sale be and the same is hereby confirmed and the Sheriff of this county ordered to execute and deliver to said purchaser a deed in fee simple for said land conveying to him and his heirs all the title and interest held or owned therein by all of the defendants and plaintiffs of this case. And further that out of the proceeds of said sale amounting to $ $864.28 the costs amounting to $153.03 and the taxes on the land amounting to $89.60 and the following liens in the order herein named viz: To Chauncy B. Morse the sum of $1160.67 in satisfaction of his mortgage on said land — To Mary Morse the sum of $603.89 in satisfaction of her mortgage in said land To Delilah Morse the sum of $301.94 in satisfaction of her mortgage on said land. To Elizabeth Airdas $855.62 in satisfaction of her mortgage on said land. To J. W. Cummings Trustee &c $1053.40 on his mortgage but this claim is subject to be corrected either way and for that purpose the cause is continued for further consideration, the said sum of $1053.40 being ordered paid with this arrangements by the consent of all parties herein. To J. W. Robinson $561.16 in satisfaction of his mortgage on said land To William Graham the sum of $106.32 in satisfaction of the mechanics lien on said land filed by him and that the further sum of Twenty five hundred dollars be paid to the plaintiff to apply on the decree rendered in their favor, and further it is ordered that the remaining purchase money of said lands be held by the Sheriff for further order of this court and this cause is cause is continued for all purposes of matters not herein disposed of with leave to all parties to file further pleadings by the first day of the next term of court.

Friday April 12th A.D. 1889

5667 W. S. Sanford et al vs W. H. Richards et al

This day this cause came on to be heard upon the motion of defendant for additional security for costs and the court being fully advised in the premises does sustain said motion. It is therefore ordered and adjudged by the court that the plaintiffs furnish to the Clerk of this court additional and satisfactory security for the costs in this action within thirty days from this date and in default thereof that this cause be dismissed.

5761 J. C. Rogers & Wife, vs Luther Liggett,

This day came on this cause to be heard on the motion to appoint a Receiver. Thereupon the Court being fully advised in the premises, sustains said Motion, and by consent of all parties, Warret Owen is agreed upon as a proper person for such appointment. Whereupon the Court appointed Warret Owen Receiver in this case, with authority to take possession of the farm in said petition described, and if necessary bring action for possession, thereof, and to use said premises, rent the same not exceeding one year from April 1st 1889. and controll the use of said farm, manage said premises to the best of his judgment, and report to this Court as he may be required.

Said Receiver before entering upon his duties must give bond in $1000, with securities approved by the Clerk of this court.

In The Matter of the Collection of Court Papers;

April 12th 1889.

It is ordered by the Court that Robert McIvoy Clerk of the Court, Collect and arrange with proper numbering all the important papers and files pertaining to the former adjudications of this Court, which are of a general nature or pertain to the title of lands in said County. and the miscellaneous papers; that he place said papers when properly arranged under suitable covers, in boxes, and bring up the necessary records. and indexes so as to preserve the records and files, and facilitate the business of the Court.

John A Price
Judge of Court of Common
Pleas, 10th Judicial Dist of Ohio.

Common Pleas, Court of April 3d 1889.
See page 76.-

5758. Cassius L Eakin
vs
William S Eakin

And now this cause coming on to be heard upon the petition of Cassius L Eakin, the answer of William S Eakin, minor defendant, by John M Brown his Guardian ad litem, and the evidence, the Court that all of the defendants have had due legal notice of the pendency and demand of the said petition,

Wherefore the Court further find that the plaintiff and the defendant hereafter named are tenents in common, in the estate described in the petition; That the plaintiff Cassius L Eakin has a legal to the four fifths (4/5) thereof, the defendant William S Eakin, a legal right to the one fifth (1/5) thereof, subject to the life estate of George Eakin, which belongs to said plaintiff, by deed from George Eakin, and that the plaintiff is entitled to have partition of said estate made, as prayed in his petition,

~~and decreed~~ It is therefore ordered adjudged and decreed that partition of said estate be made in favor of all parties in interest; and Michael O Connor, Eli Cradler and Henry Amarine, 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 commanding him that by the oaths of the above commissioners, 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 proceedings herein, said Sheriff is ordered to make due return,

5736.

5591.

5595.

(Entry of March 19th 1889.)

5736. Solomon Fleck & Chapman vs Solomon Frank et al

This day this cause came on to be heard upon the petition of the plaintiffs, the defendants being in default for answer in this case was submitted to the Court, and the Court being fully advised in the premises doth find; First: That there is due the plaintiff from said Solomon Frank the sum of $42.00 with interest from the 19th day of March 1889. and for said sum, said plaintiffs have a valid claim, and a subsisting lien upon the said Butcher Shop, and Barn attached as stated in the petition, no part of said lien to be upon the old buildings, situated on said lot, and adjoining said out-buildings, the same being situated upon the lands described in the petition as belonging the said Emma Parkinson It is therefore adjudged that said Fleck & Chapman recover against said Solomon Frank said sum of $42.00 together with his costs, made on his behalf. Taxed to $[illegible]

April 4th 1889.

5591. Berry P. Stewart et al. vs The Board of County Commissioners

This day this cause came on to be heard, upon the demurrer of defendants to the ~~petition~~ amended petition of plaintiffs and was argued by Counsel, in consideration whereof the Court find said demurrer to be well taken and sustains the same, to all of which rulings and decisions the plaintiffs then excepted, leave to amend petition in 20 days from the rising of the Court,

5595. Berry P. Stewart et al vs the Board of County Commissioners

Same entry as in 5591. above

Mandate.

State of Ohio.
City of Columbus.

May 11th. AD 1889.
January Term AD. 1889.

William H Robinson
vs.
H A Willis,

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, and the court of Common Pleas of Union County ~~court~~ and was argued by Counsel. On Consideration whereof, it is ordered and adjudged by this Court, that the Judgment of the said ~~Court~~ Circuit Court be and the same is hereby reversed at the costs of the defendant in error. It is therefore considered that the ~~defendant~~ plaintiff in Error recover of the defendant in Error, his costs in this behalf expended to be taxed.

And proceeding to render the judgment, the Circuit Court should have rendered, it is ordered and adjudged that the judgment of the Court of Common Pleas be and the same is hereby reversed and a new trial awarded at the costs of the defendant in Error, for Error in excluding the Evidence offered by William H Robinson, the defendant; and which should have been admitted upon the issues as made up by the pleadings: It is therefore considered that the plaintiff in Error in the Circuit Court, recover of the defendant in error his costs in that behalf expended to be taxed, and this Cause is remanded to the Court of Common Pleas for further proceedings.

Ordered, that a Special Mandate be sent to the Court of Common Pleas of Union County, to carry this judgment into Executive,

Ordered, That a ~~Special Mandate~~, Copy of this Entry be certified to the Clerk of the District Court of Union County for Entry,

Seal.

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 twelfth day of May AD 1889.

Urban H. Hester, clerk,
Horace M Grow 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 delay, to carry the within and foregoing judgment of our Supreme Court of Ohio, in the cause of William H. Robinson vs H. W. Willis, into execution, the petition in Error herein and heretofore granted, to the contrary notwithstanding

Witness, Urban H. Hester, Clerk of our said Supreme Court of Ohio, at Columbus, this ninetth day of May 1889.

Urban H. Hester, Clerk.
By Horace M. Brown, Deputy.

Filed May 11th 1889.
R. M. Brown clerk of the Common Pleas Court, of Union County Ohio,

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Monday May 27th A.D. 1889

The State of Ohio }
County of Union } ss

This Separate Session of the court of common pleas of the 3d Sub-division of the 15th Judicial district of the State of Ohio, within and for the county of Union for the term of May A.D 1889 held in the court-house in the village of Marysville County and State aforesaid was begun on Monday May 27th A.D 1887

Present-

Hon John A. Price Judge

Thomas Martin Sheriff

Attest-
R McCrory Clerk
By W. M. Winget - Deputy

The venire facias for a grand jury, heretofore issued and returnable this day at 11 o'clock A.M., was duly returned by the Sheriff, with his indorsements thereon as follows, to-wit;

Served the within named jurors as follows

1	B.F. Brem	May 6th	by copy
2	Charles F Harger	" 4	"
3	Josiah Blue	" 4	"
4	W. H. Plotner	" 4	"
5	George Nicole	" 4	"
6	J. F. Cunningham	" 4	"
7	Victor Beard	April 30	"
8	J. W. Beer	" "	"
9	William Tosser	May 1st	"
10	N. P. Westheimer	" 2	"
11	W. B. Hershey	" "	"
12	Arthur Liggett	" "	"
13	J. C. Hull	" 8	"
14	J. W. McDonald	" "	"
15	A. C. Green	" 7	"

Thomas Martin Sheriff

And upon calling the same in open court William B. Hershey, Arthur Liggett, W. H. Plotner, William Tosser, Charles Harriger J. C. Hull Victor Beard N. P. Westheimer, J. W. McDonald, A. C. Green, John Cunningham, B. F Brem, William Beer, and Josiah Blue, and the panel being incomplete the Sheriff summoned as talesman, to complete the same the following named persons who appeared in answer thereto, to-wit- James A. Henderson, and the panel being full, the court appointed W. H. Plotner 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-

The following named persons compose the grand jury.

1 W. H. Plotner Foreman.

5772

5759

5603

Monday May 27th A.D. 1889

2 W. B. Hershey
3 Arthur Liggett
4 William Fassey
5 Charles Harriger
6 J. C. Hull
7 Victor Beard
8 N. P. Westheimer
9 J. W. McDonald
10 A. C. Green
11 John Cunningham
12 Josiah Blue
13 B. F. Beem
14 William Geer and
15 J. A. Henderson

5772 Philena Gates
vs
McCune, Lomis & Griswold

This having been heard upon the motion to dissolve injunction and the court being fully advised in the premises overruled the the same and made the said injunction perpetual in this case.
It is therefore ordered and adjudged by the court that the plaintiff recover of the defendants her costs herein taxed at $ to all of which the defendants except

Barlow & Beach
vs
Henry Lamb

This cause coming on for hearing on defendants demurrers to plaintiffs petition the same was submitted to the court and on consideration the same is sustained, to all of which the plaintiff by their counsel except and plaintiffs have leave to file amended petition by June 6th 1889.

5759 J. D. Blase
vs
W. S. Rogers

Leave was granted to plaintiff to file amended petition instanter and same is filed.

5603 Wm Kightlinger
vs
Jacob Leonard

On Motion the defendant is allowed to plead by the 3d day of June 1889

Monday, May 27th A. D. 1889.

Andrew Emerine }
5593 vs }
James Wright }

This day come the plaintiff by Porter & Porter his attorneys, and the defendant being in default for answer and demurrer and the court being advised in the premises find that there is due to the plaintiff on said promissory note sued on the sum of One hundred and Twenty Seven & 86/100 dollars ($127.86) as the plaintiff hath in his petition claimed and alleged.

It is therefore considered and adjudged that the plaintiff recover of said defendant said sum of $127.85 and his costs expended at $ judgment to draw interest at 8% from June 1st 1889.

Walter Burns }
4582 vs }
Ny P & O R R Co }

On Motion of plaintiff and it appearing to the court that the amended petition heretofore filed in this action was lost, on consideration the court grants leave to file a copy thereof.

J. M. Kennedy }
5655 vs }
M. McAdow }

Cause dismissed and leave granted to withdraw all papers at cost of plaintiff. No Record.

Court then adjourned until tommorrow Morning at 9 O'clock

Tuesday May 28th A D 1889

Court convened this morning at Nine o clock, the same officers being present as on yesterday,

This day appeared at the bar of this court the grand jury heretofore impanneled and sworn in and for the body of the county aforesaid, viz

1 W. H. Plotner	6 J. C. Hull	11 John Cunningham
2 W. B. Hershey	7 Victor Beard	12 B. F. Beem
3 Arthur Leggett	8 N. P. Westheimer	13 William Beer
4 William Lossey	9 J. W. McDonald	14 Josiah Blue and
5 Charles Harriger	10 A. C. Green	15 James A. Henderson

and presented to the court through their foreman W. H. Plotner their certain bill of indictment against James C. Grow for Petit-Larceny indorsed a "True bill" W. H. Plotner Foreman of the Grand jury.
Also their 2 certain other bills of Indictment against James C. Grow for Petit-Larceny, against Harry Owens for House breaking, Archie Jones, for House breaking, John Kerley and William Kerley for Burglary and Grand Larceny and John Asman Sr and John Asman Jr Selling unwholesome provisions. Each, indorsed "A True Bill".
W. H Plotner foreman of the Grand jury.
And their being no further business for the said jury, they were discharged finally.

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, 1889, beg leave to report that they have been in Session Two days and herewith return to the court the Indictments presented by said jury: We have examined into all matters as have legitimately come to our notice having examined over Twenty-four (24) witnesses, covering Nine cases and presented Seven bills and ignored two 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 the rules prescribed by the Court for the care thereof and for the government of its inmates have been carried out - and properly enforced so far as the circumstances of the case will permit; We wish to call the attention of the court to the fact that the sanitary condition of the jail is bad, because of defective sinks and sewerage; that the heating apperatus, locks and bars for fastening the doors need repairing and should have immediate attention from the proper authorities.

Respectfully Submitted
William H. Plotner, Foreman

May 28th 1889.

Tuesday May 28th A.D. 1889

5497 Sarah Gates
vs
Ichabod Franklin et al

Now comes the plaintiff by her attorney and all of the defendants except James Simpson being in default for answer and demurrer, the court find that since the commencement of this action the said Ichabod Franklin departed this life, and since his death affidavit was made & filed and proper legal service has been made upon his widow and unknown heirs by publication for 6 consecutive weeks in the Richwood Gazette a Newspaper published and of general circulation in Union county Ohio proof of which is on file in this court and said service is by the court approved and confirmed. The court also find that said Ichabod Franklin executed and delivered to plaintiff the note and mortgage as in the petition stated and upon the premises in the petition described and that said mortgage was duly recorded in Vol 20 page 526 of Union County records of Mortgages and is the first and best lien on said premises, and that there is due plaintiff thereon on ~~said~~ the amount stated in the petition and that the condition of defeasance in said mortgage has been broken and plaintiff is entitled to have the defendants equity of redemption foreclosed It is therefore considered and decreed that unless the said defendants to-wit: the heirs of Ichabod Franklin 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 and to the plaintiff the sum of $100.00 with 8% interest thereon from Feby 9th 1884 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 issue therefor 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.

3d Thereupon court adjourned until Monday June next at one o'clock P.M.

Monday June 3d A.D. 1889.

The Judge of this court being sick and not being able to be present court was adjourned by the Sheriff until tomorrow morning at 9 o'clock

Tuesday June 4th A.D. 1889. The Judge still being unable to be present this court was adjourned until by the Sheriff Wednesday June 5th 1889 at one o'clock P.M.

Wednesday June 5th 1889.

Court convened at one o'clock P. M. pursuant to adjournment his Honor John A. Price Judge presiding

5221

5815 George H. King vs J. E. Boblitt and Samuel Boblitt

This day came the plaintiff, by his attorneys also appeared in open court, for and on behalf of said defendants, John M. Broderick 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 of process in this action and confessed a judgment on said note against said defendants and in favor of said plaintiff for Five hundred and thirty two dollars and eleven 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. 5791

5623

It is therefore considered that said plaintiff recover of said defendants the sum of $532.11. being the amount of said note with interest computed at six per cent. per annum from the 4th day of June A.D. 1889; and also costs herein expended, taxed at $ Said judgment to bear interest at six per cent per annum payable annually.

5766 Fredrick Weils vs Eva Rosanna Weils

This cause came on this day to be heard on the petition (the answer and cross petition of the defendant heretofore having been withdrawn) and the evidence and on consideration thereof the Court 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 bonafide 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 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 Fredrick Weils and Eva Rosanna Weils 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.

Wednesday June 5th A.D. 1889.

5221 — C. Aultman & Co. vs S. E. Gamble

On motion leave is granted to defendant to file amended answer instanter and the same is filed.

5791 — John Mulcahy vs F. A. Johnson et al

This day the court appointed J. M. Kennedy an attorney at-law of this court as guardian ad litem of Samuel L. Johnson an infant defendant, and son of said Francis A. Johnson deed said Kennedy accepted said appointment.

5623 — Winfield S. Carpenter vs Samuel Landis et al

Now comes the plaintiff herein by his attorney and his petition thereupon coming on to be heard, the court find that all of the defendants have had due legal notice of the pendancy and demand of the said petition and that they are in default for answer and demurrer and that the said petition is hereby confessed by them to be true, thereupon the court find that said Sarah A. Carpenter widow is entitled to dower in the premises described in the petition and that subject thereto the said plaintiff Winfield S. Carpenter is seized of and has a legal right to the undivided one third part of the estate described in the petition and is entitled to have partition made of said premises; that the defendants Samuel Landis and Olive Stillings are tenants in common with the said plaintiff in the said premises in the following proportions, to-wit; That subject to said dower of Sarah A. Carpenter, the said Olive Stillings is seized of and has a legal right to the undivided one third part thereof and the said Samuel Landis to the undivided one third part thereof (subject however to his mortgage to said J. C. Thompson, and no reason appearing why partition should not be made. It is therefore ordered adjudged and decreed, that the said Sarah A. Carpenter 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 the said county of Vernon commanding that by the oaths of Andrew S. Mowry, Luther Wood and Samuel McAllister three judicious and disinterested freeholders of the vicinity who are hereby appointed commissioners for that purpose he set off and assign such dower to the said Sarah A. Carpenter 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 parts & proportions of the said estate to which they are hereinbefore severally found entitled. And it is further ordered that the mort of said J. C. Thompson be released from all said lands, except that part set off to said Landis.

Wednesday June 5th A.D. 1889.

5791 John Mulcahy
vs
Francis O. Johnson et al

This day this cause come on to be heard upon the petition of plaintiff the answer of the guardian ad litum for the infant defendant Samuel L. Johnson and the evidence and was argued by counsel and the court being fully advised in the premises find the allegations of the petition to be true and find that when said Samuel Johnson and said Ellen Johnson his wife executed and delivered said deed on the 1st day of January 1878 to the said Francis O. Johnson 787
on the premises described in plaintiffs petition it was the intention of said grantors and so understood and accepted by the said grantee that in case said Francis O Johnson died leaving heirs of his body or lineal descendants then said deed was to be and remain and operate as an absolute deed in fee simple to and in the said grantee Francis O. Johnson. It is therefore ordered, adjudged and decreed that said deed be so reformed as to show the true intent of said grantors and 5243
grantee as above found by the court and hereby declared to be the true intent and meaning of said deed of conveyance.

And the court further find that on the 28th day of March 1882 the said Samuel Johnson and his wife Ellen Johnson joining executed and delivered to plaintiff a good and sufficient deed of quit claim conveying to plaintiff John Mulcahy all the right title and interest and estate that might remain in the said grantors whether in remainder or reversion. It is therefore further ordered and decreed that the title to said premises be forever quieted in the said John Mulcahy.

It is further considered that the costs of this action be paid 5243
by the said F. O. Johnson and in default of payment that execution issue therefor.

Court then adjourned until tommorrow morning at 8½ O'clock.

Thursday June 6th A. D. 1889.

Court convened at 8½ o'clock this morning the same officers being present as on yesterday.

The State of Ohio }
vs } Indictment for "Perjury"
787 Rufus Andrews }

This day came on this cause on to be heard on the Motion & Showing of defendant and was continued until the next term of this court. It is ordered that the said defendant do forthwith enter into a new recognizance in the amount of Seven hundred dollars for his appearance at the next term of this court to answer the charge against him which was done J. B. Galloway being his surety.

Allen Haines }
5243 vs }
A. T. Staley }

This day this cause came on for hearing on the demmurrer to defendants answer and was argued by Counsel, on consideration the court sustain said demmurrer, to ruling the defendant by his counsel excepted and leave was given defendant to further plead.

Allen Haines }
5243 vs }
A. T. Staley }

This day came on the defendants motion for order for security for costs, whereupon the court being fully advised in the premises find the plaintiff is not a resident of this county and therefore plaintiff is ordered to give security for costs before going to trial.

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

Friday June 7th A.D. 1889-

Court convened this Morning at 8½ O'clock Hon John A Price Judge presiding-

O. E. Lincoln et als }
5717 vs }
W. H. Crary et als }

This day this cause came on to be heard further on the cross petition and answer of J. W. Cummings administrator; of the cross petition of Fullington & Phillis; of Olive A. Crary; of Martha A Crary The Farmers Bank and the plaintiffs Reply, and thereupon the court being fully advised in the premises do find and order & decree that there is owing and due to said J. W. Cummings admr on the mortgage set up in his cross petion the sum of $1053.40 which the Sheriff is hereby ordered out of the proceeds of the real estate to pay in full satisfaction thereof 5209
The court further find that the statement of the receipts and expenses of the plaintiff from the personal property left in their possession by Wm. H. Crary as set up in plaintiffs Reply filed June 1st 1889 is correct and that said plaintiff after paying said reasonable expenses as in said statement made there will be in their hands for application on said mortgage made to them for money advanced and paid for said Wm. H. Crary to the Treasurer of said County the sum of $1595.06 which the court order shall be applied thereon, And the court find the Sheriff has not paid plaintiffs any part of said proceeds of said land, but the court find there is still due plaintiffs on the decree rendered in their behalf herein after the application of the said $1595.06 a ballance of $ 3667.10 which sum of $3667.10 the Sheriff is hereby ordered to pay to plaintiffs out of said proceeds in his hands (including the $2500 heretofore ordered) to be in full satisfaction of their claim upon said proceeds. 5597
And further that said Sheriff pay the ballance of said proceeds to the Farmers Bank amounting to $105.20 to apply on the mortgage to them signed by Wm H Crary and his wife and Lawrence M. Crary and his wife and by which the court find and decree they have released all right of dower and exemption-

Court then adjourned until tommorrow Morning at 8½ O'clock 5781

Saturday June 8th 1889.

Court convened at 8½ o'clock this morning, his Hon John A. Price Judge presiding

4582 Walter Bump vs N. Y. P & O R R Co

This day this cause came on to be heard on the motion and showing of defendant to dismiss the above case because more than one year has elapsed since an order of revivor might have been made after the death of Walter Bump on the 18th day of November A D 1886, and because no order of revivor has been made in the above case, on consideration whereof the court overruled the same, to which ruling and decision the defendant then excepted.

5209 Bank of Richwood vs L. Taylor

This day this cause came on for hearing on the demmurrer filed herein on the 24th day of August A. D. 1888 by the plaintiff to the amended ~~answer~~ answer of the defendant filed herein on the 24th day of October A. D. 1887 and was argued by counsel, on consideration whereof the court sustained said demmurrer as to the second and third defense of said amended answer and doth overrule said demmurrer as to the said fourth defense of said amended answer. To which ruling and judgment in overruling the said demmurrer as to the fourth defense the plaintiff at the time by its counsel except.

5597 Charles Southard vs Harriet Lister et al

This cause came on for hearing upon the motion of defendant to dismiss. The court being fully advised in the premises sustain said motion. It is ordered that this cause be dismissed and that the plaintiff pay the cost of this action taxed at $ -

5781 Samuel Taylor vs Thompson Kilberry et al

This cause is continued on motion and showing of defendant Cynthia A. Taylor and at her cost. It is therefore considered and adjudged that the plaintiff recover of the defendant Cynthia A. Taylor his cost herein expended taxed to $

Court then adjourned to meet on Monday June 10th 1889 at Nine o'clock A. M.

Monday June 10th A.D. 1889.

Court convened at Nine oclock this morning his Honor John A Price Judge presiding.

795

5792 Ida A Thornburgh et al
vs
Wm C. Hopkins et al

This day this cause came on for hearing on the Motion of W. L. Smith Executor of the will of Lucinda Hopkins deceased, one of the defendants to make the petition more definite and certain and the court being fully advised in the premises do overrule said Motion Thereupon said defendant Wm L. Smith as executor of said last will of Lucinda Hopkins did took leave to answer within 30 days from this date.

793

5747 W. S. Phelps & Sons
vs
Rachel Gates et al

Now comes one of the defendants Isaac Gates and moves the court to set aside the sale heretofore made in this case and for reason says that C. O. Bishop one of the appraisers was not a freeholder in said county of Union at the time of making said appraisement.

5738 D. W. Ayers
vs
Dan'l S. Ford

This day this cause came on to be heard on the Motion to reform answer and was argued by counsel, the court being fully advised in the premises, sustained said Motion to which ruling of the court the defendant excepted.

791

794 The State of Ohio
vs
Archie Jones
} Indictment for "House breaking."

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 being fully advised in the premises, it is ordered and adjudged by the court that the said defendant Archie Jones pay the costs of prosecution and execution is awarded.

792

Monday June 10th A.D. 1889.

795 The State of Ohio vs Harry Owen } Indictment for House breaking.

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 being fully advised in the premises) it is ordered and adjudged by the court that the said defendant Harry Owens pay the costs of prosecution and execution is awarded.

793 The State of Ohio vs John Kelley and William Kelley } Indictment for Burglary and Grand Larceny

Now comes the Prosecuting attorney on behalf of the State of Ohio, and the defendants being brought into court in custody of the Sheriff and arraigned upon said indictment for plea thereto each saith he is "Guilty" and the court being fully advised in the premises and the said defendants being enquired of if they had anything to say why judgment should not be pronounced against them, and having nothing but what they have already said.

It is therefore adjudged by the court that said defendants John Kelley and William Kelley be imprisoned and confined in the Penitentiary of this State and kept at hard labor but without any solitary confinement for the period of three years, and that they pay the costs of this prosecution for which execution is awarded.

791 State of Ohio vs James Coleman } Indictment for Petit Larceny.

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 the indictment for plea thereto saith he is "Guilty" and is remanded to the custody of the Sheriff until Sentence

792 State of Ohio vs James Crow } Indictment for Petit Larceny.

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 is remanded to the custody of the Sheriff until Sentence.

Monday June 10th A. D. 1889

797 State of Ohio vs James L. Grow } Indictment for Petit Larceny.

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 is remanded to the custody of the Sheriff until Sentence -

796 State of Ohio vs John Asman Sen & John Asman Jr } Indictment for Selling unwholesome provisions

Now comes the prosecuting attorney on behalf of the State of Ohio; and the defendants being brought into Court in charge of the Sheriff and arraigned upon said indictment for plea thereto saith they are not guilty; and each puts himself upon the country and the Prosecuting attorney doth the like.

5539 Thomas Powers vs Martin L. White }

Now comes the plaintiff and dismisses this action at his own cost without prejudice to a future action. It is therefore considered and adjudged that the plaintiff pay the cost of this action taxed at $ and Execution is awarded

Court adjourned until tommorrow morning at 8½ oclock

Tuesday June 11th A.D. 1889.

Court convened at 8½ o'clock this morning his honor John A. Rice judge presiding

Sarah C. Montgomery
vs
5783 John C. Montgomery adm &c

This day came the parties herein by their attorneys; Also came the following named persons as jurors, to-wit;

1 John Barnes	5 E. G. Freeman	9 L. C. Bailey
2 David D. Mattur	6 Oliver Shaw	10 James Eddleman
3 L. T. Thompson	7 E. B. Southwick	11 F. A. Martin and
4 John Aller	8 Ray G. Morse Jr	12 S. N. Parris,

who were duly impaneled and sworn according to law; and thereupon this case came on for hearing on the pleadings and evidence, The defendant by permission of the Court filed his amended answer, and by consent of parties, one of said jurors is withdrawn from the panel, and the residue of the said jury is discharged from further consideration of the case, and this cause is continued at the cost of the defendant;

It is therefore considered and adjudged by the court that the defendant pay the cost of this term of Court, and Execution is awarded.

Court then adjourned until tommorrow morning at half past eight o'clock.

Wednesday June 12th A. D. 1889.

Court at half past Eight o'clock this morning his Honor John A. Price Judge presiding.

5603 William Keightlinger vs Jacob Leonard

On motion of the plaintiffs attorney A. S. Bellus was made a party defendant hereto with leave to file his answer and cross petition within ten days from this date.

5209 Bank of Richwood vs S. Taylor

This cause came on for hearing on the demurrer of the plaintiff to the amended answer of the defendant filed herein on the 10th day of June 1889 and was argued by counsel on consideration whereof the court doth overrule said demurrer to which ruling and decision of the court the plaintiff did by their counsel, at the time except.

5713 Cynthia A. Taylor vs Sarah A. Taylor et al

This cause comming on for hearing on motion of the plaintiff to substitute Cyrus Zimmerman J. B. Whelpley and Alf Scott as commissioners to assign dower therein instead of A. S. Mowry Christopher Houston and J. P. McDowell the commissioners heretofore appointed on consideration said motion is sustained and the said Cyrus Zimmerman J. B. Whelpley and Alf Scott are appointed commissioners to assign dower of said Cynthia A. Taylor in the land described in the petition and in accordance with the former order of this court, and are further ordered to take with them and to their assistance a surveyor.

Wednesday June 12th A. D. 1889.

The Connecticut Mutual Life Ins Co }
vs }
Velasco J Case et al }

This cause comming on for hearing on the motion of the defendant to set aside the appraisement and sale of the 48¾ acres of land, except 8⅒ acres assigned to Ruth Ann Koeller as dower, being tract second in the order of sale, and the evidence and argued by counsel and on consideration the court overrules the same, and 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 of the said 48¾ acres, except the said 8⅒ acres so assigned as dower 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.

It is further ordered that the said Sheriff convey to the purchaser, The Connecticut Mutual Life Insurance Company, 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 so far as they may be paid therein for the protection of his title.

And the court coming now to distribute the proceeds of said sale amounting to $894.39 and to determine the priority of liens on said premises; it is found that priority of liens thereon is as follows; and the Sheriff is out of the money in his hands to pay.

First to the Treasurer of this county the taxes penalty and interest against said property to-wit; the sum of $8.22

Second, And it appearing to the court that the Connecticut Mutual Life Insurance company has a claim against said 48¾ acres and for taxes having bought the same at delinquent tax sale of land in Union county on the 15th day of January 1889 according to law for the sum of $103.55 and is now entitled to and holds a lien on said 40.65 acres of lands for the sum of $88.30 on that account; it is ordered that the Sheriff out of the money in his hands pay to the Connecticut Mutual life Insurance company the said sum of $88.30

Third. The costs of this action taxed at $

Fourth. To the plaintiff the Connecticut Mutual Life Insurance company which holds the first and best lien on said lands after the taxes and costs; the balance remaining in his hands to-wit; the sum of $ to apply on the said claim, and said sum not being sufficient to satisfy the claim of said the Connecticut Mutual Life Insurance company execution is awarded for the ballance remaining due, And the court being asked to find the priority of the other liens in said property finds.

Fifth. That the judgment of C. S. Lozier against Mary A. Case and V. J. Case and R. W. Koeller is next best lien on said premises after the mortgage of the Connecticut Mutual life Ins Co amounting to $ at this date

Sixth. That the judgment of of W. S. Rogers against Mary a Case and

Thursday June 13th A. D. 1889.

C. J. Case for the sum of $ amounting now to $ is next-best-lien after the aforesaid of Chas S Lee judgment.
Seventh- That the judgment of Wm Burgner now amounting to $ is the next-best-lien
Eighth- That the judgment of Robinson Carry & Co now amounting to $ is the next-best-lien.
Court then adjourned until tommorow Morning at half past Eight o'clock. 5789

Thursday June 14th A. D. 1889
Court convened at half past Eight o'clock this Morning his Honor John A. Price Judge presiding.

5433 H. M. Haines
vs
C. Aultman & Co

This day came the defendants and asked and obtained leave to file their answer and their answer filed.
Thereupon the defendants made a Showing for continuance of the cause. Whereupon the defendants having made sufficient Showing by reason of absence of witnesses for continuance, which motion is sustained and the cause is continued on defendants motion and at the defendants costs.
Whereupon it is considered and adjudged by the court that plaintiff recover of defendants the costs of this term taxed to $

5667 Court then adjourned until Eight and one half o'clock to-morrow Morning

Friday June 14th A. D. 1889.

Court convened at half past Eight o'clock this morning his Honor John A. Price Judge presiding

Angeline January }
5784 vs }
John L. Green et al }

This day came the parties and on motion and the court appoint John L. Porter guardian ad litum of William B. Green a minor who accepted, and thereupon this cause came on to be heard by the court, Whereupon the court being fully advised in the premises do find the allegations of the petition to be true and it is considered, ordered and adjudged by the court that the partition be made as asked for and dower be assigned as therein prayed for.

Whereupon the court ordered and adjudged that the Sheriff of this county by the oaths of John W. Southard, A. P. Haines and William Skidmore as Commissioners be set off and assign to Lydia F. Green widow the full one third of the land in said petition described as her dower in the same, and that by the oaths of said commissioners be make said partition subject to said dower and that they set off to the petitioner the one sixth of said premises.
To John L. Green one sixth part thereof.
To Sylvia A. Rea one sixth part thereof.
To Sherman H. Green one sixth part thereof.
To Ellis Green one sixth part thereof.
To W. B. Green one sixth part thereof.
And the court appoint L. B. Harvey surveyor in the case.
The Sheriff is ordered to report this proceedings at this term of the court.

M. S. Sanford et al }
5667 vs }
W. H. Richards et al }

This day this cause came on to be heard upon motion of defendants to dismiss this action for want of security for costs, was argued by counsel and the court being fully advised in the premises overruled said motion, and on motion ordered that plaintiff secure the costs by Monday June 18th 1889 and in default thereof that this case be dismissed without prejudice to another action.

Friday June 14th A.D. 1889

5796 V. T. Hills vs John T. Moore et als } Error

This day came on this cause to be heard on the motion filed by the defendant J. T. Moore to reform plaintiffs petition and the motion to reform the cross petition of Sprague and Perfect; whereupon the court being fully advised in the premises do overrule the said motions whereupon the defendant John T. Moore and Marietta Moore being in default for answer and not desiring to file any answer, this cause came on to be heard by the court a jury being waived, it is found by the court that there is due the plaintiff on the said notes mentioned in plaintiffs three first causes of action to be the sum of Nine Hundred and Ninety one and 69/100 dollars, and thereupon it is considered ordered and adjudged by the court that plaintiff recover of said J. T. Moore said sum of $991.69 and his costs herein expended taxed to $

And the court further find that there is due to plaintiff from said defendant J. T. Moore said sum is secured by the mortgage of said J. T. Moore and his wife Marietta Moore executed to plaintiff as alleged in said petition and is a lien on said real estate in said petition described from January 14. 1887. It is therefore ordered and decreed that said defendants pay said sum and costs and interest thereon from the first day of this term of court, in three days and in default thereof 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 satisfy said judgment and decree and make his report herein to this court.

Error

And thereupon this cause came on further to be heard on the cross-petition of Fullington and Phillis and on the mortgage in said cross-petition. the sum of ten hundred and Nineteen & 7/100 dollars, which is a lien on said lot No 313 in the village of Marysville Ohio. Whereupon it is ordered and decreed by the court that the said John T. Moore pay said sum to said Fullington and Phillis and in default of such payment for three days that an order of sale issue to the Sheriff of this County commanding him to advertise appraise and sell said lot No 313. according to law, which sum is a lien on said lot from February 2d 1880. And the court order the sum of $141.50 which with interest to this date amounting to $178.29 is credited by order of the court leaving a balance of $

5773

Whereupon this cause came on to be heard on the cross-petition of Sprague and Perfect; whereupon the court find there is due said Sprague and Perfect on the mortgage set forth in their cross petition the sum of $194.58 with interest at 8% from October 27th 1888 which is a lien on the premises in their cross petition described from the first day 188

5638

Wherefore it is ordered and decreed that the said defendant John T. Moore pay said sum with interest as aforesaid within three days and in default thereof 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 as to the rights of the parties under said Chattle Mortgage this cause is not pressed and as to the said Mortgage of the other defendants this cause is postponed.

Aaron Holycross }
5773 vs }
Lydia Holycross }

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 having heard all proofs and evidence adduced by the plaintiff and being fully advised in the premises doth find for the plaintiff and that all and singular the facts stated in the said petition of the plaintiff are true, Whereupon by reason of said agressions said plaintiff is granted an absolute divorce from said defendant upon the ground of gross neglect of duty and wilful absence for more than three years. It is therefore considered ordered and adjudged that said plaintiff be divorced from said defendant and that said plaintiff pay the costs of this action taxed at $ -

George Crandall }
5638 vs }
Jasper Woodworth et al }

This Day upon the Motion and Showing of the plaintiff this cause is continued over from the 14th day of June until the 19th day of June same month and at the costs of plaintiff.
It is therefore considered that plaintiff pay the costs for the day made on said 14th day of June 1889.

Court then adjourned until Monday June 17th A D 1889 at half past one o clock P.M.

May 27th 1889

5560 James L. Jolliff
vs
Benjamine F. Welch et al

This day this cause came on to be heard on the answer and cross petition of George B. Hamilton was argued by counsel, and the court being fully advised in the premises do find for said George B. Hamilton on his said answer and cross petition in the sum of $459.66 with interest thereon from October 13th 1888 being the amount due him on his note and Mortgage as set up in his said cross-petition and also the amount due him on note and Mortgage assigned to him the said George B. Hamilton by the defendant Benjamine F Welch as claimed and set forth in the said answer and cross petion, and further that said Mortgage as set forth in said cross-petition, be and the same is hereby foreclosed and it is therefore ordered and decreed by the court that unless the said sum of Money decreed to be due to said George B. Hamilton as aforesaid be paid within five days, then that an order of sale issue to the Sheriff of Union county commanding him to appraise advertise and sell as upon Execution said mortgaged premises, to-wit; in Lot No 130 in Magnetic Springs and bring the money into court for further order upon distribution.

796

796

Monday June 17th A.D. 1889.

Court convened at one o'clock P.M. to day pursuant to adjournment his Honor John A. Price Judge presiding.

796 The State of Ohio vs John Asman ~~Sr~~ and John Asman Jr } Indictment for selling unwholesome provisions.

Now come the Prosecuting attorney on behalf of the State of Ohio, and the prisoners coming into court, a Nollie Prosequie is entered herein, by order of the court, at request of the prosecuting attorney, as to John Asman Sr.

796 The State of Ohio vs John Asman Jr } Indictment for selling unwholesome provisions.

Now comes the prosecuting attorney on behalf of the State of Ohio, and the prisoner and his attorneys being present, also came the following named persons as jurors, to-wit;

1 J. P. Hutson	5 John Aller	9 Ray L. Morse Sr
2 John Barnes	6 E. G. Freeman	10 F. L. Bailey
3 David D. Mather	7 Oliver Shaw	11 James Eddleman and
4 L. F. Thompson	8 E. B. Southwick	12 F. A. Martin who were

duly impanelled and sworn according to law. And the said jury having heard the evidence adduced in part, and the hour of adjournment having arrived, this cause was continued until half past eight o'clock tommorrow morning.

Thereupon Court adjourned until half past eight o'clock tommorrow morning.

Tuesday June 18th A.D. 1889.

Court convened at 8¼ o'clock this morning pursuant to adjournment his Honor John A. Price Judge presiding

791

5820 Bank of Richwood
vs
J. M. Sanders and
F. M. Sanders

This day came the plaintiffs by their attorneys, also appeared in open court, for and on behalf of said defendants John M. Broderick an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition 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 Three hundred and forty 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,

792

It is therefore considered that said plaintiffs recover of said defendants the sum of Three hundred and forty dollars being the amount of said note with interest computed at 8 per cent, per annum from the 16th day of June A.D. 1889 and also their costs herein expended, taxed at $

796 The State of Ohio
vs
John Asman Jr
Indictment for selling unwholesome provisions

This day again came the prosecuting attorney on behalf of the State of Ohio, the defendant with his counsel also came the jurors heretofore impanneled and sworn, and the said jury having heard the remaining testimony, the arguments of counsel, and 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:

797

We, the jury in this case being duly impanneled and sworn to well and truly try and true deliverance make between the State of Ohio and the Prisoner at the bar John Asman Jr do find that the prisoner at the Bar not guilty as he stands charged in the indictment.

D. D. Mather Foreman.

And there being no further charge against said defendants he is hereby discharged.

Tuesday June 18th A. D. 1889

State of Ohio
791 vs } Indictment for Petit Larceny.
James L. Crow

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 showing no good and sufficient cause why judgment should not be pronounced; It is therefore adjudged by the court that the said defendant James L. Crow pay a fine of fifty dollars ($50.) and be imprisoned in the jail of union county for the term of Twenty days, and that he pay the costs of this action for which execution is awarded.

State of Ohio
792 vs } Indictment for Petit Larceny.
James L. Crow

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 showing no good and sufficient cause why judgment should not be pronounced; It is therefore adjudged by the court that the said defendant James L. Crow pay a fine of Twenty five ($25.00) dollars, and the costs of this prosecution and execution is awarded.

State of Ohio
797 vs } Indictment for Petit Larceny.
James L. Crow

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 showing no good and sufficient cause judgment should not be pronounced;

It is therefore adjudged by the court that the said defendant James L. Crow, pay a fine of Twenty five ($25.) dollars and the costs of this prosecution, and execution is awarded.

Tuesday June 18th A.D. 1889.

5622 Sarah Cook
vs
John Cunningham

This day came the parties to this action also came the following named persons as jurors to wit: 5656
1 John Barnes 5 Oliver Shaw 9 J. C. Bailey
2 David D. Mather 6 E. B. Southwick 10 James Eddleman
3 L. F. Thompson 7 Ray G. Morse 11 F. A. Martin and
4 E. G. Freeman 8 J. P. Hutson 12 Moses Thompson who were duly impaneled and sworn according to law, and the said jurors having heard the evidence in part, and the hour of adjournment having arrived this cause was continued until to-morrow morning at half past Eight o'clock.

January 19th 1889.

5591 Berry P. Stewart, et. al.
vs
Board of County Commissioners of Union County.

In Probate Court, Temporary Injunction 5707

Now on this 19th day of January AD 1889, came the plaintiffs by By Powell Rickels, and Ayers, their attorneys and it being made to appear that there is now at this time no common Pleas, Circuit or Supreme Judge within the said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the affidavits 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 defendant, from collecting from the plaintiff or either of them the assessments so levied as in the petition stated against them as prayed for in said petition of Plaintiffs; It is further ordered that the clerk of the court of Common Pleas, in this case, endorsed injunction allowed, on plaintiffs giving an undertaking to the said defendants, conditioned according to law, with security to be accepted by said Clerk of the Court of Common Pleas, in the sum of $200.00 5622

(Seal) Leonidas Piper, Probate Judge

5595 Berry P. Stewart et al
vs
Board of County Commissioners et al


See page 136 for entry. 5790

Wednesday June 19th A. D. 1889.

Court convened this morning at half past eight o'clock his honor John A. Rice Judge presiding.

5656 John H. Rohn vs Thomas J. Miller

This day this cause came on to be heard upon the demmurrer of defendant to the reply of plaintiff to the amended answer of defendant filed May 28th 1889 and was argued by counsel and the court being fully advised in the premises do overrule said demmurrer, to which ruling the defendant excepts, and thereupon on the motion and showing of defendant this cause is continued at the costs of defendant. It is therefore considered that the defendant pay the costs of this term taxed at $ and leave is granted to defendant to amend his answer by the 1st day of August next.

5707 L. W. Newlove vs Brown Newlove

This day this cause on for hearing on motion of the defendant to strike out the first, second, third, fourth and fifth exceptions herein filed and the same was argued by counsel and submitted to the court. On consideration whereof the court do sustain said motion. Thereupon by agreement of all parties hereto this cause is certified back to the Probate court for further hearing herein, and the costs to follow the event of said hearing.

5622 Sarah Cook vs John Cunningham

This day came the said parties, also came the jury heretofore impanneled and sworn and the said jury having heard the remaining evidence in this case, the argument of counsel and charge of the court, retired to their room, in charge of the Sheriff for consultation. 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.

5790 Sarah Decker vs James Decker

Now comes the plaintiff and dismisses this action at her own costs without prejudice to a future action.
It is therefore considered that the plaintiff pay the costs of this action and execution is awarded.

Wednesday June 19th A.D. 1889

George Brandall
5638 vs
Jasper Woodworth et al

This day on motion and showing of plaintiff the trial of this cause is passed until the 31st day of July 1889 and at the cost of the plaintiff. It is therefore considered that the plaintiff pay all the costs occasioned by said postponement of the trial of this case herein taxed at $ 5796

Robert Breaston
5733 vs
E. T. Reese

This day this cause came on for hearing upon the motion to make plaintiffs petition more definite and certain as to the 1st 2d & 3d cause of action and as to demurrer to 4th cause of action the court being fully advised in the premises does overrule said motion as to said 1. 2 & 3 causes of action and does sustain said demurrer as to the 4th cause of action thereupon the defendant took 30 days to answer thereto. 5822

B. L. Talmadge
5658 vs
Wm H. Graham et al

This day this cause come on to be heard upon the motion of plaintiff to reform answer of defendant Wm H. Graham as to plaintiffs amended petition 1. 2d & 3d cause of defense and upon demurrer to answer and cross petition of Nathan Graham. and the court being fully advised in the premises do overrule said motion and demurrer to which ruling of the court the plaintiff excepts and thereupon took leave to reply in 30 days from this date. 5611

Malvina M Robinson
5794 vs
James J Robinson

This day this cause came on to be heard upon the petition of the plaintiff the defendant being in default for answer and demurrer, and the Court after hearing the testimony in the case, and being fully advised in the premises, doth find that the said James Robinson defendant, had been guilty of gross neglect of duty and that all and singular the facts stated are true, Whereupon by reason of the aggressions of said James J. Robinson, the said Malvina M Robinson is hereby granted a divorce from her said Husband and the said Marriage between them annulled, And it is further ordered and adjudged by the court, that the plaintiff be allowed $300.00 alimony and it is further adjudged that the defendant pay the costs of this action taxed at $ —

Thereupon Court adjourned till Two o'clock P M Tomorrow.

Thursday June 20th A. D. 1889.

Court convened at two oclock this afternoon his honor John A. Rice judge presiding.

5796 W. T. Hills vs John T. Moore et al

Now comes the Marysville Saving Building and Loan company and upon motion leave is granted by the court to file answer and cross petition and the same is filed.

5822 C. M. Ingman vs Olive C. Reid and John Reid

This day came the plaintiff by his attorney and thereupon came J. 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, confess that there is due from said defendants to said plaintiff as is alleged in said plaintiffs petition the sum of $102.15.

It is therefore considered that said plaintiff do recover of said defendants the said sum of $102.15 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.

5611 The Chicago St Louis and Pittsburgh R. R. Co vs W. B. Dunfee et al

This cause coming on for hearing and it appearing that the defendants are each in default for answer to the petition (a demurrer having heretofore been overruled) this cause was submitted to the court upon the petition and evidence, on consideration whereof the court find for the plaintiff, and order that the injunction heretofore granted be and the same is made perpetual. It is further considered that the said plaintiffs recover from the said defendants their cost herein expended taxed at $

Thursday June 20th A.D. 1889.

Cynthia A. Taylor }
vs }
Sarah Taylor et al } 5232

This cause came on for hearing upon the return of the Sheriff and of the commissioners therein 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 find 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 Cynthia A. Taylor have and possess the lands so assigned to wit; 5738

Bounded and described as follows; Situate in Madison and Union counties and in Darby and Jerome townships and being a part of U.M. Survey No 5167 and being part of the one hundred and twenty two and three fourth acres owned by the said Samuel E. Taylor deceased

Beginning at a Burr oak (Hickory gone) in the center of a gravel road and in the Easterly line of said Survey No 5167. Thence with the said line S 33° E (true meridian course) 109 2/100 poles to a Stake and Stone corner to Samuel Taylor's land. Thence with the northerly line of said land S 58 W 127 47/100 poles to a Stone and pieces of tile (passing the county line at about 112 poles. Thence N. 33 W 109 2/100 poles to a Stake and Stone in the center of said gravel road (passing the county line at about 11 poles). Thence with the center of said road N 58 E 127 47/100 poles to the beginning containing 87½ acres being 86½ acres in Union County and ½ acre in Madison County Ohio and for her reasonable dower. 5788

Ordered that the plaintiff pay one third of the costs taxed at $ and that the said defendants the legal ~~heirs~~ owners of said real estate in proportion to their respective legal estate therein pay the two thirds of the costs of this action taxed at $ and Execution is awarded therefor.

5786

William G. & Lo. W. McAllister Exec &c }
5713 vs }
The New York Lake Erie & Western R.R. Co }

It appearing that the 1st Amended petition in this case is lost; on motion it is ordered that the plaintiff be allowed to substitute a copy thereof, and that the same be received in all respects instead of such original pleading and said copy was thereupon filed. Defendant excepts to this order and judgment.

Emily M Adams, admr }
5657 vs } See Page 138, for Entry.
Annie Gill and H W Gill }

Thursday June 20th A.D. 1889-

5232 Allen Haines vs A. T. Staley

This day came the parties and submitted this cause to the court upon the demurrer to the amended answer, whereupon the court overrule said demurrer. To which ruling of the court the plaintiff excepts-

5738 D. W. Ayers vs Daniel S. Ford

This day came the parties and compromised this case by the defendant confessing a judgment for one hundred and fifty dollars and costs, and execution to be stayed ninety days- Thereupon it is considered, ordered and adjudged by the court that the plaintiff recover of the defendant the said sum of one hundred and fifty dollars and his costs herein taxed to $ and by agreement execution is stayed for ninety days-

5788 Angeline January vs John L. Green et al

This day this cause come on to be heard upon the demurrer of defendants to the petition of plaintiff and the court being fully advised in the premises sustain said demurrer and thereupon plaintiff asked and obtained leave to amend her petition in 30 days from June 21st 1889 and cause continued-

5786 Adam Wolford Exr &c vs M. J. Abrahams

This day this cause came on for hearing on motion of the defendant to require the plaintiff to make his petition more definite and certain for reasons stated in said motion, and the same was argued by counsel and submitted to the court- On consideration whereof the court do overrule said motion whereupon the defendant asked leave to file an answer herein by August 1st 1889 which was granted-

Court then adjourned until 8½ o'clock tomorrow morning-

Friday June 21st A.D. 1889

Court convened at 8½ O'clock this morning his Honor John A. Price Judge, presiding.

5703 A. G. Boring vs E. P. Rogers et als

This day came the parties and their attorneys and thereupon this case came on to be heard upon the pleadings of the parties and the evidence, and was argued by counsel and submitted to the court. On consideration whereof the Court being fully advised in the premises finds in favor of the defendant Nancy Rogers and against the said plaintiff. The court finds that there is nothing due from said Luther Liggett to said John E. Rogers and that there was no fraud in the conveyance to said Nancy Rogers of the seven and one fourth acres of land described in the petition, and that said John O'phile is not indebted to said John E. Rogers and that the plaintiff is not entitled to subject to the payment of his claim the indebtedness of said John O'phile to said Nancy Rodgers. It is therefore considered and decreed by the court that the petition of said plaintiff be and the same is hereby dismissed. It is further adjudged and decreed that the plaintiff pay the cost of this proceeding taxed at $ and in default of such payment that Execution issue therefore.

Thereupon the plaintiff gave notice of his intention to appeal this cause to the Circuit Court and the court fixed the bond for appeal at $300.00.

5823 Sarah Decker vs James Decker

This day this cause came on to be heard upon the motion of the plaintiff for an order of injunction as prayed for in the petition herein was argued by counsel and the court being fully advised in the premises sustained said motion and the clerk of this court is hereby ordered to issue a writ of injunction against the defendant James Decker restraining him from interfering or in any way troubling or hindering her from occupying and enjoying quietly the home she now occupies and from coming into or upon said premises as prayed for in said petition.

No bond required.

John A Price Judge of Court of Common Pleas.

5603

5658

5658

5332

Friday June 21st A.D. 1889-

William Hightlinger }
5603 vs }
Jacob Leonard et al }

On motion this cause is continued with leave to plead by Jacob Leonard in 20 days from rising of the court=

B. L. Talmadge }
5658 vs }
William H. Graham et al }

This cause came on for hearing on the demurrer of plaintiff to 1-2+3rd defenses of answer to Amended petition of plaintiff and was argued by counsel and the court being fully advised in the premises doth overrule said demurrer to which ruling of the court plaintiffs Excepts=

B. L. Talmage }
5658 vs }
William H. Graham et al }

This cause come on for hearing on the demurrer of plaintiff to the 1st 2d + 3d defenses of answer of Wm H. Graham to the Amended petition of plaintiff and was argued by counsel and the court being fully advised in the premises do overrule said demurrer, to which ruling of the court plaintiff Excepts— and leave is granted to the plaintiff to plead within 30 days-

Allen Haines }
5332 vs }
A. J. Staley }

Now come the parties herein by their attorneys, also came the following named persons as jurors to-wit-

1 John Barnes
2 David D. Mathes
3 L. F. Thompson
4 E. G. Freeman
5 Oliver Shaw
6 E. B. Southwick
7 Ray E. Morse
8 J. P. Hutson
9 T. C. Bailey
10 James Eddleman
11 F. A. Martin and
12 John Aller, who

were duly impanneled and sworn, and the said jury having heard the evidence adduced, the arguments of counsel and charge of the court retired to their room for deliberation, And now comes the said jury into open court and state that they are unable to agree upon a verdict- Whereupon they are by the court discharged from the farther consideration of this case and this cause is continued-

Friday June 21st A.D. 1889.

V. T. Hills }
5796 vs }
J. T. Moore et al }

This day came this cause to be heard on the motion filed by the defendant J. T. Moore to reform plaintiffs petition and the demurrer to Sprague & Perfect's cross petition, whereupon the court being fully advised in the premises do overrule said motion and said demurrer, to which rulings the said Moore excepts. Whereupon the said John T. Moore and Marietta Moore being in default for answer and not desiring to file any answer this cause came on to be heard by the court, a jury being waived, it is found by the court that there is due to the plaintiff on said notes mentioned in the plaintiffs first three causes of action the sum of Nine hundred and Ninety one & 69/100 dollars and therefore it is considered ordered and adjudged by the court that the plaintiff recover of said John T. Moore said sum of Nine hundred and Ninety one & 69/100 dollars and interest from the first day of this term of court and his costs herein expended taxed at $ 5711

And it is further ~~ordered~~ found that said sum is a lien on the real estate in said petition described as in said fourth cause of action set forth from January 14th 1887. It is therefore ordered and decreed by the court that said defendants pay said sum and interest and costs in three days and in default thereof that an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell said real estate according to law to satisfy said judgment and decree and report to this court his proceedings thereon.

And thereupon came on this cause to be further heard on the cross-petition of Fullington and Phillis whereupon the court find that the said $141.50 and the interest thereon all amounting to $178.29 mentioned in said cross petition should be credited on said mortgage as of this date and that there remains due said Fullington & Phillis after said credit the sum of ten hundred and nineteen & 7/100 dollars which is a lien on said lot No 313 from February 2d 1889. and therefore the court order and decree that said defendants John T. Moore and Marietta Moore pay said sum & interest at eight per cent to said Fullington & Phillis and in default thereof for three days that an order of sale issue to the Sheriff of said county commanding him to appraise advertise and sell said premises according to law.

And further the court find on the cross petition of said Sprague & Perfect that there is due to said Sprague & Perfect on the mortgage set up in their cross petition the sum of One hundred and Ninety four & 58/100 dollars which is a lien on the premises therein described from which is also on eight per cent.

It is therefore by this court ordered and decreed that said defendants J. T. Moore and Marietta Moore pay said Sprague & Perfect said sum & interest within three days and in default thereof that an order of sale issue to the Sheriff for the sale thereof according to law and as to all other matters this cause is passed for further action.

And thereupon upon the motion of the said John T. Moore the court fix the supersedeas bond in the case at two hundred dollars conditioned that that he will pay the costs and the reasonable rents of said premises in case petition in error is filed in the circuit court.

Friday June 21st A. D. 1889.

Union County - 6

To Thomas Martin Sheriff Dr

For services of J. W. Lawrence & E. P. Houghton Special Bailiffs attending court - 19 Days each at $2.00 per day 38.00

" Serving Venire for Grand Jury 4.50

" " " Petit - Jury 4.50

Serving 20 Witnesses before Grand Jury 2.00

2 copies for same 2.00

Miles traveled in serving 20 Witnesses before Grand Jury (162) 12.96

Total

I hereby certify the above acct to be correct - and unpaid -

Thomas Martin Sheriff -

Approved, and ordered paid

John A. Rice - Judge

5711 Benjamine Thomas vs Board of Education of York Co

This day this cause came on to be heard upon the petition of plaintiff and the answer of defendant - and the evidence of the parties, on consideration thereof the court - find on the issue joined for the plaintiff.

The court - further find that - at the time of the bringing this action the said plaintiff was in possession of the real property described in the petition and that - he had the legal title and Estate therein and was entitled to the possession of the same, that - the defendants have no Estate in, and is not - entitled to the possession of said real Estate nor to any part - thereof and that - the plaintiff ought - to have his title and possession quieted against - said defendants as prayed for in said petition -

It is therefore ordered, adjudged and decreed that - the title and possession of the said Benjamine Thomas to all and singular the premises in the petition described be and the same hereby are quieted as against - the defendants and it - is hereby forever enjoined from setting up any claim to said premises or any part - thereof adverse to the said Benjamine Thomas his heirs or assigns thereto - with judgment - against - defendants - for all costs -

Thereupon the defendant - gave notice of its intention to appeal this cause to the Circuit - Court - and the court - fix the amount of the appeal bond at - $200.00 —

Friday June 21st A.D. 1889.

The Connecticut
John C. Rogers & Nancy Rogers
vs
Luther Liggett et-als

3603

This cause now coming on for hearing on the cross petition of the Connecticut-Mutual Life Insurance company and the evidence. The court-find that-the defendants John C. Rogers, Nancy Rogers, E. P. Rogers Luther Liggett A. L. Boring and the Farmers Bank of Marysville Ohio have been duly served with Summons on the Cross petition of the Connecticut Mutual Life Insurance company and that-they are in default-for answer and demurrer thereto and that-the allegations of the said cross petition are thereby confessed by them to be true and that-there is due the defendant-The Connecticut-Mutual Life Insurance company from the defendants John C. Rogers and E. P. Rogers on the promissory notes set-forth in the cross petition with interest-to June 21st-1889 the date of this decree the sum of Four Thousand five hundred and twenty six and 50/100 Dollars ($4526.50)-

3559

The court-further find that-in order to secure the payment-of said notes the defendants John C. Rogers and Nancy Rogers his wife executed and delivered to the defendant-The Connecticut-Mutual Life Insurance company their certain Mortgage as in said cross petition described and on the premises therein described, that-said Mortgage was duly recorded in Book 19 page 404 of the records of Mortgages of Union County Ohio and is a good and valid and first-lien on the premises described in the petition and in the cross petition of said The Connecticut-Mutual Life Ins Co defendant-and that-the conditions in said Mortgage have been broken. It is therefore adjudged and decreed that-unless the defendants John C. Rogers and E. P. Rogers 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 said defendant-The Connecticut-Mutual Life Insurance company the sum so found due as aforesaid with interest-at 8% per annum from the 21st day of June 1889 the defendants John C. Rogers and Nancy Rogers 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-

3752

Friday June 21st A. D. 1889.

5603 William Kightlinger vs Jacob Leonard

This day this cause came on to be heard on the motion of defendant to make the petition of the plaintiff more definite and certain by stating in said petition in the causes of action therein contained, the amount claimed to be due on each cause of action, which motion was sustained, and thereupon the plaintiff has leave to file amended petition instanter.

5559 Perry McAdams vs Charles McCune

This day came the defendant and moved the court for a continuance and he having made sufficient showing this cause is continued at defendants cost.

It is therefore considered and adjudged by the court that plaintiff recover of the defendant the costs of this term, and this cause is continued.

5752 Leslie E Ormerod by his next friend vs A J Boylan et al

On motion of defendants this cause is continued on their showing for absent witnesses. Therefore it is considered and adjudged by the court that plaintiff recover of defendants the costs of this term taxed at $ -

W. S. Phelps & Sons vs Isaac Tales et al

This cause came on for hearing on the motion 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 the said appraisement be, and it is hereby set aside; and a new appraisement of the same be made.

Emma Mowry vs J. N. Mowry

It appearing to the court that the real estate taken on execution herein has been twice advertised and offered for sale and still remains unsold for want of bidders on motion the said appraisement is set aside, and a new appraisement made.

Friday June 21st A.D. 1889

5623 Winfield S. Carpenter vs Samuel Landis 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 correct and in conformity to law and the former order of the court; the said proceedings and report are hereby approved and confirmed. It is therefore ordered and decreed that the said Sarah A. Carpenter have and possess the lands so assigned to her as and for her reasonable dower in said premises; and that the said Samuel Landis, hold in severality free from said dower the part and premises so set off to him and the court finds that said plaintiff and said Olive Stillings consented to have their respective portions set off to them in a body without division as between them and that the same would be no detriment to either said widow or said Landis, it is therefore ordered and decreed that they have and possess subject to said dower estate the part and premises set off and assigned to them. and that all said premises except that set off to said Landis be released from said Mortgage of J. C Thompson. It is further ordered that the costs of this action including a counsel fee of $80.25 to J. L. Cameron attorney for services herein taxed at $ be paid by the said parties in the following proportions, to wit; The said Sarah A. Carpenter one fourth part thereof and the said plaintiff, Olive Stillings and Samuel Landis each one fourth part thereof, and in default of such payment execution is awarded therefor as upon judgments at law.

4225

5811 John Gibson vs A. Johnson Bird et al

This day came the parties by their attorney and this cause came on to be heard upon the petition of said plaintiff, the answer of the said A Johnson Bird the Reply of said plaintiff, together with the evidence, on consideration whereof the court being fully advised in the premises finds for the plaintiff and that there is due to said plaintiff as such guardian from the said A Johnson Bird upon the note described in the petition the sum including principal and interest to June 20th 1889 the sum of $268.57; It is therefore considered and adjudged by the court that the said plaintiff recover of said defendant A Johnson Bird the said sum of $268.57 and his costs herein taxed at $ The court further find that in order to secure the payment of said note the defendant A. Johnson Bird executed and delivered to the said John C. Gamble the mortgage in the petition described and on the premises therein described, that said mortgage was duly recorded in Book 25 page 467 of the record of mortgages of said County of Union and is the first and best lien on the premises described in said petition, and that said John C. Gamble transfered said note and assigned said mortgage to the plaintiff. It is therefore considered and adjudged by the court that the defendant

Friday June 21st A.D. 1889

A Johnson Bird shall within 10 days from this date 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 20th day of June 1889, the defendants Equity of Redemption be foreclosed and said premises shall be sold and an order of sale 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 -

4225 — C. Aultman & Co vs Albert Southet et al

This day this cause came on to be heard upon the motion to confirm the sale heretofore made in this case, and also upon the answers and cross petitions of O. B. White, H. B. Seely, Robinson and Curry & Co Wm H. Stone & Parker T. Corbin and the same being submitted to the court - upon the pleadings and the answer and evidence and after hearing of the arguments of counsel thereon and the court being fully advised in the premises and upon the examination of the return of the Sheriff of the sale made under the former order of this court - and being satisfied that the same is in all respects in conformity to law, it is ordered that the said proceedings and sale be, and they are hereby confirmed, and it is further ordered that the Sheriff convey to the purchaser by deed in fee simple the land and tenements so sold, and a writ of possession be awarded to said purchaser.

And the court coming now to the distribution of the proceeds of said sale and the finding thereon, doth find as follows, to-wit:

That there is due O. B. White on his cross petition an lien the sum of $76.65;
and that there is due H. B. Seely on his answer & cross petition the sum of $ 15.96
and that there is due Robinson, Curry & Co on their answer & cross petition the sum of $ 28.10
That there is due Wm H. Stone $12.89 on his answer and cross petition
and that there is due Parker T. Corbin $13.26 on his answer and cross petition

The court further finds from the answers and cross petitions of the said above named O. B. White H. B. Seely, Robinson, Curry & Co Wm H. Stone & Parker T. Corbin and the evidence submitted in this case that said parties O. B. White H. B. Seely Robinson, Curry & Co W. H. Stone & Parker T. Corbin have a prior lien upon said premises to the said plaintiff upon their respective mechanics liens, and that they are entitled to have the same satisfied first out of the proceeds of said sale. It is therefore ordered and adjudged by the court, and the Sheriff is herein directed to pay out of the money in his hands arising from the sale of said premises - First - the cost of this proceeding amounting to $
Second - The taxes due upon said real estate at the date of the sale thereof
Third - To O. B. White the amount heretofore found due him, to-wit $ 76.65
Fourth To H. B. Seely the amount heretofore found due him to-wit - $ 15.96
Fifth - To Robinson, Curry & Co the amount heretofore found due them to-wit: $ 28.10
Sixth - To Wm H. Stone the amount heretofore found due him to-wit - $ 12.89
Seventh To Parker T. Corbin the amount heretofore found due him " $ 13.06
Eighth To the plaintiff any sum that may remain in the hands of the Sheriff after satisfying the costs, taxes and foregoing liens. It is further ordered that if after paying cost & taxes the remainder of said purchase money be insufficient -

Friday June 29th A.D. 1889.

* to pay all of said Mechanics liens then that they are to be paid pro rata
To which rulings and decisions the said C. Dietrich & Co thereunto excepted
and the court fixed the amount for appeal at $400.

No 5805.

January 19th 1889.

5595 Berry P. Stewart et al vs The Board of County Commissioners of Union County Ohio } Before the Probate Judge, Motion for Temporary injunction

And now on this 19th day of January 1889, Came the plaintiffs by Powell Rickels and W. H. Ayers, 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 the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiffs, and the affidavits 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 defendants from collecting from the plaintiffs, or either of them the assessments so as in the petition stated levied against them, as prayed for in said petition of plaintiffs. It is further ordered that the clerk of the court of Common Pleas issue Summons in this Case endorsed injunction allowed, on plaintiffs giving an undertaking to 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 $200.00

Leonidas Piper, Probate Judge,

Friday June 21st AD 1889.

No 5805. Matheus Lingrel vs Aaron Coleman

This cause cameon for hearing on the petition of the plaintiff, and the evidence, the defendant being in default for answer and demurrer, and was submitted to the Court, on Consideration whereof the Court find, on the issues joined between the plaintiff and defendant, Aaron Coleman, for the plaintiff, and find the allegations of the petition confessed as against the defendant Aaron Coleman, and that said defendant is indebted to the plaintiff Matheus Lingrel in the sum of $103 00/100 at eight percent interest from 21st day of June 1889.

It is therefore considered that the plaintiff Matheus Lingrel recover from the defendant Aaron Coleman, the sum of $103 00/100 with interest at 8% from June 21st 1889. Together with his costs expended and taxed at $.

And Execution is awarded therefor.

Thereupon Court adjourned until Wednesday July 31st 1889. at 9 o'clock A.M.

Thursday June 20. 1889.

5757. Emily M Adams, admx
vs
Anna Gill & H D Gill

This day this cause came on to be heard as between the plaintiff and the defendants, Annie Gill & H D Gill, and said cause was submitted to the court upon the evidence, Plaintiff obtained leave to strike out from the petition the prayer for personal judgment. And the court after hearing the evidence, the arguments of counsel, and being fully advised in the premises, do find that said defendants, Anna Gill & H D Gill, have made all the payments, set up in the amended answer, on said note and mortgage, except the payment of $500, alleged to have been made Feby 4th 1887, which the court finds has not been made, and that there is due and owing from said Annie Gill and H D Gill on said note and mortgage the sum of Six hundred and Eighty dollars and thirty eight cents, $680.38 with interest thereon from the 13th day of June 1889.

The court further find that said mortgage was recorded as stated in the petition, and is the first and best lien on the premises described in the petition, and that the condition of defeasance has been broken, and plaintiff is entitled to have defendants Annie Gill & H D Gill's equity of redemption foreclosed,

It is therefore ordered and adjudged by the court that unless the defendants Annie Gill & H D Gill within 10 days, pay or cause to be paid to the clerk of this court the costs in this case, (Excepting what has heretofore been taxed to Mary Calhoun) and also pay into court the amount so found due, upon said note and mortgage; that an order of sale shall issue to the Sheriff of Wayne County, commanding him to appraise advertise and sell said premises as upon execution, and bring the proceeds into this court for further order, and the further hearing of this cause as between this plaintiff and Mary Calhoun is continued,

No 5697. confirmation of partition &c,

July 27th 1889.

5757 Emily M Adams
admx
vs
Annie Gill & al

This day came J R Kerr attorney for defendants Anna Gill et al, and gave notice of their intention to appeal this case to the circuit court, and the court fixed the amount of the appeal bond at $100.00

Monday March 4th 1889.

No 5697. Catharine Wingfield et al vs Rose Gamble et al

On motion to the Court by J M Kennedy, atty for Plaintiff and upon producing the proceedings of the Sheriff, and the sale of the premises by him made respectively, and in pursuance of a former order of the Court, and the being examined and found by the Court, that said proceedings and sale be and the same are hereby approved and confirmed and that said Sheriff execute and deliver to the said purchasers George Gamble upon a full compliance by him with the terms of such sale, fee simple for said Lands and tenements by him sold as aforesaid of said first and second tracts mentioned in said order of sale, free from the dower of said Rose Gamble in and to said Lands, as widow of said deceased.

confirmation of partition &c, And it further appearing to the Court upon the motion of said atty, as to third tract named in said petition and order of sale that there came William Wingfield, who being the highest and best bidder therefor, and the proceedings of the said Sheriff being duly examined by the Court and found in all respects in due form of law, it is ordered by the Court that the same are hereby approved and confirmed, and that said Sheriff execute and deliver to said purchaser William Wingfield upon full compliance by him with the terms of such sale a deed in fee simple for the said Lands and Tenements by him sold as aforesaid free of the Dower of said Widow of said deceased Samuel Gamble,

And it further appearing to the Court, upon the motion of said Attorney and the proceedings of the Sheriff, and the sale of the premises by him made in pursuance of a former order of the Court, and the same being examined and found by the Court in all respects in due form of Law, It is ordered by the Court that the said proceedings be, and the same are hereby approved and confirmed and that the Sheriff execute and deliver to said purchaser Daniel Shuler, upon full compliance by him with the terms of such sale, a deed in fee simple for said fourth tract, of Lands therein described Lands and tenements therein sold, as aforesaid free from the dower of Rose Gamble, Widow of said Deceased,

And it further appearing to the Court upon the motion of said Attorney and upon producing the proceedings of the Sheriff and the sale of the premises by him made in pursuance of a former order of this Court, and the same being examined and found by the Court in all respects in due form of law; It is ordered by the Court that the said proceedings and sale be and the same are hereby approved and confirmed; and that said Sheriff execute and deliver to the said purchaser Marion Shuler, upon full compliance by him, with the terms of such sale, a deed in fee simple, for said Lands and tenements by him sold as aforesaid, free from Dower of said Rose Gamble, widow of said Deceased,

And it is further ordered by the Court that the costs and expenses of the action, including ($118 $\frac{53}{100}$) one hundred and eighteen and 53/100 dollars as an attorney fee, to J M Kennedy for said plaintiff Catharine Wingfield to be paid out of said moneys in hand of said Sheriff in the following proportions to-wit; to Rose Gamble, Widow of said Samuel Gamble Dec^d After paying costs and other expenses of said Suit, so much thereof,

Monday March 4th 1889

in lieu of her Dower, as the Court may find to be her share by the legal tables for such purpose,

To Catharine Wingfield the 1/7 part; the Residue amounting to $—

To George Gamble, — 1/7 part, the residue

To John Gamble 1/7 part the Residue

" Samuel Gamble 1/7 part the Residue

" Elmer Gamble 1/7 part the Residue

" Letonia Gamble 1/7 part the Residue

To Franklin Gamble 1/7 part the Residue

And that the said Sheriff distribute the residue of said moneys, and take the promissory notes of said purchasers for said deferred payments and distribute them among said parties in the same above mentioned proportions, the said deferred payments to be secured by mortgage taken in the names of the parties for the use and benefit of said parties respectively which being produced to the are by it approved,

And it is further ordered by the Court that the cost of Rose Gamble, vs John Gamble et al, No for assignment of Dower, be made part of the costs of this case and paid accordingly,

5486

5638

5757

5667

Wednesday July 31st A. D. 1889.

Court convened at 9 o'clock this morning pursuant to adjournment his Honor John A. Rice Judge presiding

5486 Walter R. Sutton vs James M. Deshazzer et al

It appearing to the court that the real estate taken on execution 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 hereby set aside, and it is ordered that a new one be made.

5638 George Brandell vs Jasper Woodworth et al

It is ordered that the following issue be submitted and tried to a jury in this case, to-wit: Is the writing produced and refered to in plaintiffs petition the last will of the said Ashel A. Woodworth or is it not his will.

5757 O. P. Lenox et al vs Morris W. Hill et al

On motion leave is granted plaintiffs to file amended petition with additional parties plaintiff and said amended petition is filed instanter.

5667 M. S. Sanford vs Baptist Church

Leave is granted to defendants to file answer within 30 days.

Wednesday July 31st A D 1889

5560 James L. Golliff et al
vs
Benjamine Welch et al

On motion of defendants 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 said Sheriff being fully satisfied that the same have been had in all respects in conformity to law and the orders of this court, It is ordered that said proceedings and sale be and the same is hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchasers George B. Hamilton and Morris W. Hill jointly by deed according to law the property so sold, and said purchasers are hereby subrogated to all the rights of the said lienholders in said premises so far as their liens appear of record for the protection of their title and a writ of possession is awarded to put said purchasers in possession of said premises.

And it is further ordered that the Clerk cause satisfaction of the mortgages herein sued upon to be entered on the records 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 the sum of $425.00 It is ordered that the Sheriff out of the money in his hands pay, First To the Treasurer of said county the taxes penalty and interest against said property to-wit; $22.53 Second. The costs in this action taxed at $45.65

"Third. To George B. Hamilton one of the defendants the amount found due him on his answer and cross petition, to-wit; $257.65 with interest from Oct 13th 1888. or the balance remaining in his hands after paying said costs and taxes to-wit; $356.60 — 5638

5814

5783 Sarah Montgomery
vs
John Montgomery admr &c

On motion leave is granted to the plaintiff to file amended petition in 30 days and this cause is continued.

5796 V T Mills
vs
John Moore et al

It appearing to the court that A Shilling & Co are necessary parties to this action, for the reason that they hold a lien on the property in the petition described. The said A Shilling & Co. on motion are made parties defendant hereto, and leave is hereby granted A Shilling & Co to file answer & cross petition herein in twenty days from the rising of this court,

Wednesday July 31st A.D. 1889

5814 Eliza Stoddard
vs
Orlo Stoddard

This day came on this cause to be heard upon the petition and evidence, on consideration whereof the court find that the marriage and residence of the plaintiff are correctly set forth in her petition. The court further find that the defendant has been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to be divorced.

The court further finds that the plaintiff and defendant have entered into a written agreement in regard to alimony which written agreement is reasonable and should be confirmed.

It is therefore ordered and decreed that the marriage relation heretofore existing between said parties be and the same is hereby set aside and wholly annulled. It is further decreed that the custody and guardianship of said minor children be and the same is given to the plaintiff with permission to defendant to visit them at reasonable times.

It is further ordered that said agreement be recorded as a part of this decree and that the plaintiff have as her alimony the $3000.00s in money and the property therein stated and that the certificate of deposite in the hands of the clerk of this court be turned over to the plaintiff or her Attorney for her and that plaintiff pay the costs.

5638 George Crandel
vs
Jasper Woodworth et al

This day came the parties herein by their attorneys; also came the following named persons as jurors to-wit;

1 John Barnes	5 E. B. Southwick	9 F. A. Martin
2 David D. Mather	6 J. F. Hutson	10 John Aller
3 E. Y. Freeman	7 T. C. Bailey	11 J. W. Harrington
4 Oliver Shaw	8 James Eddleman	12 J. R. Norris

who were duly impanelled and sworn according to law and thereupon the case came on for hearing on the pleadings and evidence, and the said jury having heard the testimony adduced in part said cause was continued until tommorow morning at half past eight o'clock to which time court then adjourned.

Thursday August 1st A.D. 1889

Court convened at 8½ o'clock this morning this honor John A Price Judge, presiding.

5833

Angeline January }
5789 vs }
John L. Green }

This day came on this cause to be heard on the motion to confirm the report by the Sheriff and commissioners appointed to make partition and assign dower in this case, Whereupon the court being fully advised in the premises do find said proceedings and report regular and in all respects lawful and thereupon the court hereby order and adjudge that said proceedings and report be and the same is hereby confirmed, and said widow is hereby endowed of the 55¼ acres set off to her as 3638
her dower in said farm and that each one of the said heirs of said H.H. Green named in said petition stand seized in severality of the lot assigned to them respectively by said report to hold each his said lot in severality and the dower lot remains unpartitioned but remains the property of all of said heirs subject to the said life estate of the said Lydia F Green,
And further the court order that the costs of this proceedings including an attorney fee of $114.50 to J.W. Robinson be paid in equal parts by the six heirs defendants and plaintiff and in default of payment in ten days that an order of sale may issue against either one 5800
failing to make such payment to sell their lot respectively set-off for such part of the costs.

Margarette A. Johnson }
4366 vs }
John Johnson }

This day this case came on for hearing on the motion of the plaintiff for a conditional order of revivor of dormant judgment in the above case, and the court being fully advised in the premises doth find that said judgment is dormant that there remains due thereon the sum of $185.10 with interest thereon from the 25th day of April 1884.
It is therefore ordered that the said John B. Johnson be ordered to show cause why said judgment for said sum of money shall not be revived on or before the 1st day of September A.D. 1889 and in default of said showing that said judgment to stand revived for said sum of money.

Thursday August 1st A. D. 1889.

5833 Walter C. Frellington et al
vs
The Board of Education of Union Township
Union County Ohio et al

This day this cause came on for hearing on the application of the defendants for additional bond herein and the plaintiffs by their attorney consenting. It is ordered by the court that the said plaintiffs give a bond Five hundred dollars herein by August 6th 1889 with surety to the acceptance of the clerk of this court.

3638 George Brandel
vs
Jasper Woodworth et al

This day again came said parties by their attorneys, and also came the jury heretofore impanneled and sworn and the trial proceeded. And the said jury haveing heard the remaining testimony, said cause was continued until to-morrow morning at 8½ o'clock

5800 Elnora Johnson
vs
Mark Johnson

This day this cause came on for hearing on the petition of the plaintiff; the defendant being in default for answer and demurrer; and the Court being fully advised in the premises, doth find for the plaintiff, and finds the allegations in said petition true. The Court further finds that due course of Summons had been made on the ~~plaintiff~~ defendant, The Court further finds that the plaintiff, at the time of filing this petition was a bona-fide resident of said County and State,. The Court further finds that said defendant has been guilty of Gross neglect of duty, and extreme cruelty towards the said plaintiff It is therefore ordered and adjudged by the Court, that the marriage relation heretofore existing between the parties be dissolved, and that both parties be released from the obligations thereof, and that the plaintiff have the custody care and controll of Rena Johnson, and that the defendant be allowed to visit said child at all proper times, and that said plaintiff recover her costs herein expended taxed at $

Court then adjourned to meet at half past Eight-o'clock to-morrow morning.

Friday August 2d A.D. 1889

Court convened at 8½ O'clock this morning his honor John A. Price Judge presiding.

5747

The Wendisch Muelhauser Brewing Company vs Bank of Mcarpville } 5718

This cause came on to be heard on the demurrer of the defendant to the amended petition filed april 6th 1889 by the plaintiff and was argued by counsel and submitted to the court, on consideration whereof the court overule the same - To which ruling and decision the defendant then and there excepted, leave was asked and granted defendant to file answer instanter answer filed.

J. C. Rogers et al vs Luther Liggett et als } 5761

5747

This day came John R. Dodge the administrator of the estate of A. G. Boring deceased and suggested the death of said A. G. Boring and asked and obtained leave to enter his appearance instead of said decedent and filed his answer instanter.

5702 In the matter of the assignment of S. M & A. J. Blake to M. W. Hill

This day this cause came on to be heard upon the motion of certain creditors of S. M & A. J. Blake to open up Settlement of said assignees accounts, was argued by counsel and the court being fully advised in the premises dismissed said motion, for want of jurisdiction said action having been certified back to the Probate court.

Friday August 2d A. D. 1889

5747 W. S. Phelps & Son vs Isaac F. Gates et al

This day came the parties to this suit, and the same came on to be heard upon the motion of George B. Hamilton for a decree upon his answer and cross petition filed herein and the court being fully advised in the premises find that there is due said George B. Hamilton on his answer and cross petition from the defendant Isaac F. Gates and Rachel Gates the sum of $406.00 and that by reason of the priority of the said mortgage set out in said answer and cross petition is the first and best lien upon the premises described in the petition of the plaintiff and it is ordered by the court that out of the proceeds of the sale of said premises the sum of $406.00 be paid to said George B. Hamilton in satisfaction of said lien.

5747 W. S. Phelps & Son vs Isaac F. Gates et al

This day this cause came on to be heard on the motion of plaintiff and defendant George B. Hamilton for an order confirming the sale of the premises sold by the Sheriff by order of the court, was argued by counsel and the court being fully advised in the premises and upon the return of the Sheriff of his proceedings and sale being produced in court and the same being carefully examined by the court and found in all respects in conformity to law and the court being satisfied of the legality of said sale which is hereby approved and confirmed by the court, it is ordered that the Sheriff make to the purchaser Erwin R Bailey a deed for said lands and tenements so sold to said purchaser and out of the money arising from said sale pay-

First- The taxes due upon said premises at the time of said sale to-wit $

Second, The costs in this action taxed at $

Third- To George B. Hamilton the amount found due him on his mortgage as set out in his cross petition to-wit; $406.00

Fourth- To B. F. Funk & Co the amount due them on their second note as set out in their answer & cross petition $80.25

Fifth- The amount still remaining if any to the plaintiffs W. S. Phelps & Son on their judgment against said defendants I. F. & Rachel Gates.

Friday August 2d A.D. 1889

George Brandel
5638 vs
Jasper Woodworth et al

This day again came the said parties by their attorneys and the jury heretofore impanneled and sworn; and the said jury having heard the arguments of counsel and the charge of the court, retired to their room in charge of the Sheriff, for deliberation.

And now come the 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.

Sarah Gates
5497 vs
Ichabod Franklin 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 J. M. Simpson 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 said said purchaser in possession of said premises.

It is further ordered that the question of distribution of the proceeds of said sale except payment of costs and taxes on said premises be continued.

5839

5838

Friday August 2d A. D. 1889

5839 C. F. Bradley vs S. A. Cherry et al

In this cause on the motion of said plaintiff C. F. Bradley & co and it being made to appear to the court that the said judgment herein has become dormant and that there is still due thereon on costs to Tabor Randal Clerk the sum of three dollars and eighty cents with interest at the rate of six per cent per annum from the 14th day of June 1856. It is therefore ordered that said S. A. Cherry et al be and they are hereby ordered to show cause why the said judgment for said sums of money should not be revived on or before the 12th day of august 1889 and in default of such showing that said judgment to stand revived for said sums of money.

5838 John A. McCreight vs S. A. Cherry Deft

In this cause on the motion of said plaintiff John A. McCreight and it being made to appear to the court that the said judgment therein has become dormant and that there is still due thereon on costs to Tabor Randal Clerk the sum of one dollar ninety five cents with interest at the rate of six per cent per annum from the 25th day of August A D 1858. It is therefore ordered that said S. A. Cherry be and he is hereby ordered to show cause why the said judgment for said sum of money should not revived on or before the 12th day of august 1889 and in default of such showing that said judgment to stand revived for said sums of money.

The court this day allowed and orders paid to Thomas Martin Sheriff the following bill, to wit,

attending court three days in person		6,00
" " " "	J H Lawrence	6,00
" " " "	E P Hoagland	6,00
		$18,00

Attest R M McCrory Clerk.

Friday August 2d A. D. 1889

5744

The Weidensch Mulhauser Brewing Company
vs
The Bank of Marysville

This day this cause came on to be heard on the demurrer of the plaintiff to the answer of the defendants herein was argued by the Counsel and submitted to the court, on consideration whereof the court sustain the same, to all of which rulings and decisions the defendants then and there excepted and the defendants not desiring to plead further. It is considered ordered and adjudged by the Court that the plaintiff recover from the defendants the sum of $385.57 and in default of thereof by the 25th day of September 1889 that execution issue therefor. To which time execution is stayed. To which judgment and descision of the court the defendant then and there and at the time excepted.

5763

Absolum Liggett
vs
Almeda Degood

On Motion of W. W. Merchant Plaintiffs attorney, and upon producing the proceedings of the ~~pro~~ceedings of the Sheriff and the sale of the ~~proceedings~~ by him made in pursuance of a former order of the court and the same being examined and found by the court in all respects in due form of law. It is ordered by the court that said proceedings and sale be and the same are hereby confirmed and approved and that the said Sheriff execute and deliver to the purchaser S. S. Drake upon compliance by him with the terms of said sale, a deed in fee simple for the lands and tenements by him sold as aforesaid. And it is further ordered by the court that the costs and expenses of the action including $75.00 as an attorney fee to W. W. Merchant for said plaintiff Absolum Liggett be paid out of the said.

Also the taxes assessed against it. Moneys in the hands of said Sheriff in the following proportions to-wit: The plaintiff one equal one fourth part: The defendant Almeda Degood one equal one fourth part: Thomas R. Perkins, Mary D. Flemming, Henry A. Perkins and Elizabeth E. F. Perkins each the equal one fifth part. To Eaurie H. Perkins, Alice M. McKeitrick Charles L. Perkins Lydia A. Perkins Catherine B. Perkins and Thomas P. Perkins each the equal twenty fourth part amounting to $ and that the Sheriff pay over the residue of said money and take promissory notes from said purchaser for defered payments and turn the same over to Luther Liggett administrator of the estate of Abner Liggett deceased as assetts in his hands to distribute to the heirs of said Abner Liggett as the Probate Court may direct. The said defered payments to be secured by mortgage taken in the name of Luther Liggett admr for the use and benefit of said parties respectively, which will be being produced to the court and by it approved.

Friday August 2d A. D. 1889.

E. G. Allen
5744 vs
Henry Sparks et al.

On motion of the plaintiff and on his producing the return of 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 order 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 W. T. Wood 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 further find that there is due the defendant W. T. Wood from the defendants Henry Sparks and Weiget Harriman on the note set-up in the cross petition including interest at 6% per annum to the 2d day of August 1859 the sum of Two hundred and Eighty two & 94/100 dollars, and that the mortgage set forth in the former order of this court was given to secure the payment of this note as well as the one held by the plaintiff herein and that said Weiget Harriman guaranteed the payment of said note and waived demand and notice of protest thereon. It is therefore considered by the court that the said W. T. Wood recover from the defendants Henry Sparks and Weiget Harriman the said sum of $282.94 with interest from August 2d 1889 the sum found due, and it is further ordered and decreed that unless said defendants Henry Sparks and Weiget Harriman 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 the defendant W. T. Wood the sum so found due him as aforesaid with interest from August 2d 1889 the defendants Henry Sparks Equity of redemption be foreclosed.
And the court coming now to distribute the proceeds of said sale amounting to $400.00, It is ordered that the Sheriff out of the in his hands pay,
First: To the Treasurer of this county the taxes, penalty and interest against said property to wit; the sum of $76.13
Second – The costs of this action taxed at – $100.52
Third – To the plaintiff E. G. Allen the balance of said money amounting to the sum of $226.95 to be applied as a credit upon his judgment against the said defendants Henry Sparks and Weiget Harriman. And there still remaining due to the said E. G. Allen the sum of $56.78 it is considered that he recover the same from the defendants Henry Sparks & Weiget Harriman and execution is awarded therefor.
And there still remaining due to the said W. T. Wood the sum of $282.94 on his judgment against the said Henry Sparks and Weiget Harriman it is considered that he recover the same from the defendants ~~Henry~~ Henry Sparks and Weiget Harriman and execution is awarded therefor. And as to the cross petition of the other defendants filed herein this cause is continued.

Friday Aug 2d A. D. 1889

5819 The Connecticut Mutual Life Ins Co
vs
Abram Wolford et al

5761

This cause now coming on for hearing was submitted to the court on the petition of the plaintiff and the answer of the defendant Abraham Wolford and the Evidence and on consideration thereof the court find that the defendant Elizabeth Wolford is the ~~mother of the defendant Jennie Wolford has voluntarily entered her appearance in this case and that both are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true and on the issue joined the court finds that the defendant Elizabeth Wolford~~ has been duly served with Summons and the defendant Jennie Wolford has voluntarily Entered her appearance in this case and that both are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true, and on the issues joined the court finds that the defendant Elizabeth Wolford is the Mother of the defendant Abraham Wolford and was seized of a dower right in all the land described in the petition which she released to plaintiff as alleged in the petition, that the said Abraham Wolford was unmarried at the time at the time of the Execution and delivery of the Notes and Mortgage described in the petition, but that he has Since Married the defendant Jennie Wolford who has no right of dower in said lands as against the plaintiffs claim; that there is due the plaintiff from the defendant Abraham Wolford on the promissory Note of $500, set forth in the petition with interest to the 2d day of august 1889 at 8% per annum payable Semi-annually the Sum of $559.88 and on the Twenty dollars Note set forth in the petition with interest at 8% per annum to august 2d 1889 Twenty two & 1/100 dollars making together the Sum due, Five hundred and Seventy five dollars ($575.)

The court further find that in order to Secure the said Notes the defendant Abraham Wolford and Elizabeth Wolford his Mother Executed and delivered to Said Connecticut Mutual life Ins Co the plaintiff, their certain Mortgage as in the petition described and on the premises therein described, That said Mortgage was duly recorded in Book 22 page 184 of the record of Mortgages of Union 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 defendant Abraham Wolford the said Sum of $575. and its costs herein expended. And it is further adjudged and decreed that unless the defendant Abraham Wolford 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 august 2d 1889 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, and as to other defendants this case is continued.

Friday August 2d A. D. 1889

John C. Rogers & Nancy Rogers }
5761 vs }
Luther Liggett et-als }

This day came on this cause to be heard on the issue made between the plaintiffs and Luther Liggett, whereupon the court having heard the evidence and the arguments of Counsel of said parties and being fully advised in the premises do find that there was no fraud by said Liggett in procuring said deed in said petition set-forth but the court also find that it was not the intention of said parties that said deed should operate as an absolute conveyance unconditionaly but that by virtue of both of the mortgages made as alleged in said pleadings the said conveyance when properly construed in connection the paper signed by said Luther Liggett & the intention of the parties was and is an indemnifying mortgage to indemnify said Liggett against loss on account of his suretyship on notes signed by him with E. P. & J. C. Rogers, and the court find that the amount for which said Liggett was responsible on said notes in excess of the proceeds of sales of personal property mortgaged to him by said E. P. Rogers and sold by him was on the 8th of October 1888 the sum of Sixteen hundred and twenty five dollars and forty one cents. Therefore it is ordered and decreed by the court that said deed of conveyance be and the same is declared to be an equitable mortgage by the makers thereof for Sixteen hundred and twenty five dollars and forty one cents with interest from october 8th 1888 to be paid to said Liggett whenever he has paid and shall deliver up for cancellation the said notes, being one note to Fullington and Phelps, one note to the Farmers Bank, one note to Morgan Savage one note to Simson Anderson. And the court further order that the costs made on the trial of said issue and being the costs made in this case prior to the decree and order taken by the Connecticut Mutual Life Insurance Company, be and the same are hereby ordered to be paid by the plaintiffs and their petition so far as it seeks a setting aside of said deed is dismissed except that said deed is modified as hereinbefore construed and declared. And thereupon this cause came on to be further heard on the motion to confirm the sale made in this cause by the sheriff on the order of sale issued on the decree rendered in this cause by the court on the cross petition of the said Connecticut Mutual life Insurance company and to distribute the proceeds of said sale amounting to $6188.44 and to confirm the report of the Receiver and to retax the costs made therein and on the motion of Charles E. Barrett and of the said Connecticut Mutual life Insurance company to require said sheriff to correct his return of the sale made so as to return the sale to said Insurance company instead of said Barrett which motion as to correcting the sheriffs return & retaxing of the costs the court overruled, and finding said proceedings and sale regular doth confirm and approve the said sale and order the sheriff to execute and deliver to said purchaser a deed in fee simple for the land so so sold conveying to him his heirs and assigns all the title therein of all of the parties to this proceedings and deliver possession to said purchaser of all of said premises reserving to said Luther Liggett the

Friday August 2d A.D. 1889

right to harvest and remove in reasonable time and season his growing crops thereon of corn & the hay cut thereon.

And the court order that the said Receiver be discharged and his report approved except that an abatement from said rent on account of said Liggett not being able to hold said premises until April 1st 1890. And the court find that Two hundred and thirty dollars should be abated for that reason and said Liggett is ordered to pay one hundred and twenty dollars rent for said premises deducting therefrom $34.28 paid taxes on said land for the June payment $18.89 and $13.75 paid for grass seed sown on said farm.

And the court order and decree that out of the proceeds of said sale and of said rents from said Luther Liggett amounting to $6260.41 there be first paid the costs of this proceeding including fifteen dollars to said Receiver for his services, but excepting the costs above ordered to be paid by the said G.C. Rogers and Nancy Rogers. And second that there be paid the decree hereinbefore and interest rendered in favor of said Connecticut Mutual life Insurance Company, amounting aug 2d 1889 to $4568.75 as the first lien holders, and Third that there be paid Luther Liggett the sum of Sixteen hundred and twenty five dollars and forty one cents ($1625.41) with six per cent interest from october 8th 1888 amounting august 2d 1889 to $1705.31. and if there remain any ballance that it be paid to the administrator of A.C. Boring deceased to apply on the judgment set forth in his answer against G.C. Rogers and E.P. Rogers which is a lien on said land by levy thereon. Thereupon the said Luther Liggett brought into court said notes for cancellation and the court finding that he has paid the same the clerk of this court is ordered to write over the names of said makers on each note "Paid and canceled by order of the court" said endorsement shall operate and be a cancellation of the obligations thereon of said G.C. Rogers and said Luther Liggett.

The court further find that the wheat on said farm that was sown thereon last fall and matured this year was sown by E.P. Rogers before the deed to said Liggett or any proceedings were begun by said Life Insurance Company and while said E.P. Rogers was entitled to the use of said land and that said wheat and straw both belong to said E.P. Rogers and he has the right to remove the same from said farm and the foregoing confirmation and decree is subject to said right to remove said wheat and straw by said E.P. Rogers. The wheat and straw to be removed by September 15th 1889.

5775

58325

6027

Friday August 2d 1889.

5757 O. P. Lenox, et al,
vs
Morris H Hill Assignee.

This day came on this cause to be heard on the motion of defendant to strike from the amended petition the names of parties, named in said motion; whereupon the Court being fully advised in the premises do overrule said motion.

5835 Sanford H Spain
vs
Daniel H Spain et al

This day this cause came on to be heard on the petition of the plaintiff, the defendants all having entered their appearance therein and being in default for answer and demurrer, and the court being fully advised in the premises, and upon full examination of the pleadings find that the allegations in the petition true to wit; that on the 18th day of April 1841 Sanford H Spain, Dolly Spain, Milly Spain and Paschal Spain filed their petition for partition vs Daniel H Spain Clement Spain and Levi E. Spain for the partition of 169. acres of land which descended to them as heirs of Daniel Spain deceased, and that such proceedings were had thereon; that on the 3d day of October 1844, three commissioners were appointed by the Court to partition said land, and that the description as set forth in this report - was incorrect; in that it was vague, indefinite and (imperfect) incomplete and that a true description is attached to the plaintiffs petition Marked Exibit "A" which description with the accompanying plat, is deemed to be the correct and accurate description of the said several divisions of said land as partitioned by said proceedings, and that said proceedings be corrected to conform thereto, and that the plaintiffs have relief as prayed for in their petition.

6027 Henry Hutson et al
vs
The unknown heirs of Franklin Good et al

It being made to appear to the court - that the names and residences of the heirs of Miles Depp dec^d the heirs of Rubin Good dec^d the unknown heirs of Franklin Good dec^d the heirs of Robert Good dec^d and the heirs of Charlotte Chambers are unknown to the plaintiff, it is ordered that notice of the pendancy 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.

58.55.

In Vacation.

Wednesday Aug 19th 1889.

Mariah Neal,
vs
Alexander Neal, } In Union County Common Pleas

This day came Mariah Neal, plaintiff before the Hon. John A Price Judge of said court, and made application to him at the court House in Bellefontaine this at the hour of one o'clock P.M., for alimony pending suit, which application was heard upon the petition and evidence, And the said Judge being fully advised in the premises finds from the evidence that the notice of this application has been given to the defendant, and that the plaintiff is entitled to alimony pending suit.

It is therefore ordered by the Court, that the said defendant pay to said plaintiff, for her support, untill the next term of this court the sum of seventy five dollars, to be paid one half in hand, and one half in thirty days from this date, and in default of payment, that execution issue therefor as upon judgments at law,

John A Price, Judge of
Common Pleas Court,

Monday Sept. 16th 1889

5855. Hiram D Herd
vs
Thomas Herd Sen,
Wellington Sparks. } Order of Injunction
Before Probate Judge,
Motion for Temporary Injunction in the Court of Common Pleas, Union County Ohio,

And now to wit this 16th day of September A D 1889 Came the plaintiff by James W Robertson his attorney, and it being made to appear that there is 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 Hiram D Herd, and the affidavit 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 defendants from cutting or removing from the land in the petition described, any timber of value for any purpose, other than to improve said land, or for proper firewood, for use of said Thomas Herd, 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 on said plaintiff giving and undertaking to the 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

Leander Piper 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 The
Hon Henry H. Seney
" Thomas Beer,
" John Q Moore. } Presiding Judges,
at Marysville on the 24th day of September, AD 1889, among other proceedings then and there had by and before said Court, as appears by its journal, were the following, viz,

No 78 Anthony Middleworth
vs
William Whiteley et al }

This day this cause came on to be heard upon the motion of the plaintiff Anthony Middleworth to dismiss the appeal; - was argued by counsel and submitted, and the court being fully advised in the premises do sustain said motion, and the appeal is hereby dismissed, and the Clerk of this court is hereby required to issue a Special Mandate to the court of Common Pleas of said county for execution, upon the Judgment of said Court, and that the defendant pay the costs of this Court taxed at $- - Defendant excepts,

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 McCorry, Clerk of the circuit Court of Ohio, within and for Union County, do 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 25th day of September AD 1889.

R McCorry, Clerk, Circuit Court,

State of Ohio, County of Union } Circuit Court of Ohio, within and for the 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 the Cause of Anthony Middleworth vs. William Whiteley et al, into Execution,

Witness R McCorry clerk of our said Circuit Court, at Marysville Ohio, this 25th day of September AD 1889.

R McCorry, Clerk,

Mandate from The Circuit Court.

State of Ohio 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 before The

Hon. Henry H Seney
Thomas Beer } Presiding Judges.
John J Moore

at Marysville, on the 24th day of September AD 1889. among other proceedings then and there had by and before said Court, as appears by its Journal were the following viz-

No 84. { The Bank of Marysville vs. The Windisch, Mulhauser, Brewing Co.

This cause came 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 that there is no error apparent in said judgment and proceedings.

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 $ — —

And the Court being of opinion that there is probable grounds for proceedings in error, allow no penalty

It is further ordered that a special mandate be sent to the Common Pleas Court of Union County for execution and further proceedings upon said judgment. — To all of which Rulings, Decision and judgment the said Bank of Marysville, then and there excepted.

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 forthwith &c,

I R 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 4th day of October 1889.

R McCorry - Clerk,.

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

To The Hon Common Pleas Court, 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, The Bank of Marysville vs. The Windisch, Mulhauser Brewing Co, into execution

Witness R McCorry Clerk of our said Circuit Court, at Marysville, Ohio, this 4th day of October AD 1889.

R McCorry Clerk

Mandate From The Circuit Court.

State of Ohio, Union County, } Circuit Court of 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 Henry W Seney
" Thomas Beers
" John J Moore, } Presiding Judges

At Marysville on the 24th day of September AD 1889, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz,

No 85 { John R Taylor, Guardian, of Susannah Robinson
vs
John Robinson,

This cause came 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 judgment and proceedings

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, taxed at $- -

And the Court being of opinion that there is reasonable ground for proceedings in error, allow no penalty,

It is further ordered that a special mandate be sent to the Common Pleas Court of Union County for execution and further proceedings upon said judgment, — To all of which rulings, and decisions the plaintiff in error 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 &c,

(Seal)

I R McCrory, 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 from the Journal of said Court,

Witness my hand and the seal of said Court, this 4th day of October AD 1889.

(Seal)

R McCrory Clerk of Circuit Court,

State of Ohio } Circuit Court of Ohio within
Union County } 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 John R Taylor, Guardian of Susannah Robinson, vs John Robinson into Execution.

Witness R McCrory, Clerk of our said Circuit Court at Marysville Ohio, this 4th day of October AD 1889,

(Seal)

R McCrory 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 Henry W Seney
" Thomas Beer. } Presiding Judges.
" John J Moore.

At Marysville, on the 24th day of September AD 1889. Among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz,

No 70. } John R Taylor Guardian &c
vs
John Robinson et. al.

Now comes the parties hereto, and it appearing to the Court, that the case has been compromised by the parties thereto, the same is dismissed by agreement of the parties, It is therefore ordered by the Court, that the costs be paid as directed in the adjustment thereof in the court of Common Pleas; and it is ordered that a Special Mandate be sent to the Court of Common Pleas, of Union County for Execution and further proceedings,

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 Crory, 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 AD 1889, R M Crory Clerk of said Circuit Court.

Seal

State of Ohio, County of Union } Circuit Court of Ohio, Within and for Union County

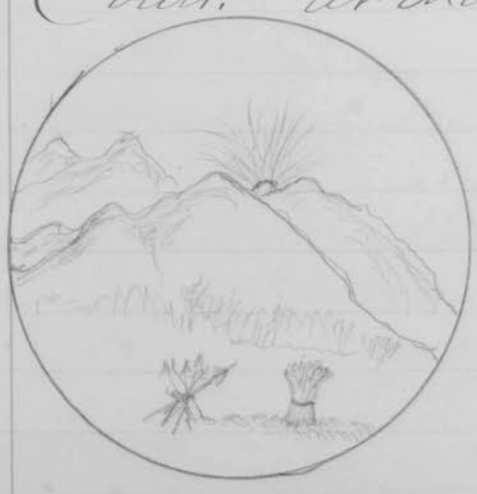
To The Honorable Court of Common Pleas, Within and for the County of Union, Ohio, Greeting,

We do hereby command you that you proceed without delay to carry the foregoing judgment of our Circuit Court in the Cause of

John R Taylor, Guardian of Susanna A Robinson
vs
John Robinson and others,

into Execution,

Witness, R M Crory, Clerk of our said Circuit Court, at Marysville, Ohio, this 5th day of October AD 1889
R M Crory Clerk.



Mandate From The Circuit Court.

State of Ohio. Union County } 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 Henry W Seney
" Thomas Beer. } Presiding Judges.
" John J Moore

At Marysville, on the 24th day of September AD 1889, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following viz,

No 82. { In the matter of the Assignment of S W & A J Blake and Union County Bank, and A J Blake to M W. Hill, assignee,

This day this Cause came on to be heard upon the petition in error, the transcript, and the original papers, and pleadings from the Court of Common Pleas, of Union County, and the Report of the Referee, W T Hoopes, and was argued by Counsel, on consideration whereof, the Court find there is no error apparent on the record in said proceedings, finding and Report,

It is therefore considered by the Court, that the judgment of said Common Pleas Court, confirming the report of said referee 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 the Common Pleas Court of Union County for execution and further proceedings upon this judgment,

Plaintiff in Error Excepts,

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

S – R M Crosy, Clerk of the Circuit Court of Ohio, within and for Union County Ohio, do 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 25th day of September AD 1889,

R M Crosy Clerk. Circuit Court,

State of Ohio Union County. } 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 ~~into execution~~ of our Circuit Court in the cause of –

In the Matter of the assignment of S W & A J Blake, &c. into Execution

Witness R M Crosy, Clerk of our said Circuit Court, at Marysville, Ohio this 25 day of September AD 1889,

R M Crosy Clerk

Mandate from the Supreme Court.

The State of Ohio, City of Columbus. } January Term, A.D. 1889.
The Otterbein University.
vs } Error to the Circuit Court of Union County.
Stephen Cranston admr. &c.

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 the Court that the judgment of the said Circuit Court be and the same is hereby reversed at the cost of the defendant in error.

It is therefore considered that the plaintiff in error recover of the defendant in error his costs in this behalf expended to be taxed, and proceeding here to render this judgment, the Circuit Court should have rendered, it is ordered and adjudged that the judgment of the said Court of Common Pleas be and the same is hereby affirmed; and it is ordered and adjudged that the said Otterbein University recover of the said Stephen Cranston, as such administrator, its costs in that Court expended to be taxed and levied as required by Statute.

Ordered that a Special Mandate be sent to the Court of Common Pleas of Union County to carry this judgment into executing.

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 and the seal of said Court this 10th day of October A.D. 1889.
Urban H. Hester Clerk

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 delay to carry the within and foregoing judgment of our Supreme Court of Ohio, in the cause of

The Otterbein University
vs
Stephen Cranston admr. &c.

into executing, the petition in error herein and heretofore granted, to the Contrary notwithstanding.

Witness, Urban H. Hester, Clerk of our said Supreme Court of Ohio, at Columbus, this 10th day of October A.D. 1889.
Urban H. Hester Clerk.

Clerks Costs $5.00 Paid by S. F. Marsh
Printing Record, $10.00 " " J. L. Cameron

Supreme Court of The State of Ohio.

Mandate.

The State of Ohio. City of Columbus. } January Term AD 1889.

The union Biblical Seminary
vs
Stephen Cranston admr. &c. } 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 said Circuit Court be and the same is hereby reversed. It is therefore considered that the plaintiff in Error recover of the defendant in error his costs in this behalf expended to be taxed and levied as required by Statute. And proceeding here to render the judgment the Circuit Court should have rendered, it is further ordered and adjudged that the judgment of the Court of Common Pleas be and the same is hereby reversed, and this Cause is remanded to the court of Common Pleas for further proceedings.

It is also ordered and adjudged that the plaintiff in Error, in the Circuit Court recover of the defendant in Error his costs in that Court expended to be taxed, and that the same be levied as required by Statute.

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 and the Seal of said Court this 10th day of October AD 1889.
Urban H Hester Clerk,

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 delay to carry the within and foregoing judgment of our Supreme Court in the Cause of

The Union Biblical Seminary
vs
Stephen Cranston admr &c, }

into Execution, the Petition in Error herein and heretofore granted, to the Contrary Notwithstanding.

Witness, Urban H Hester, Clerk of our said Supreme Court at Columbus, this 10th day of October AD 1889. Urban H Hester Clerk,

Clerks Costs $5.00 Paid by Plaintiff
Printing Mand $10.00 " " J. L. Cranston

Supreme Court of The State of Ohio.

Mandate.

The State of Ohio. City of Columbus. } January Term A D 1889.

Daniel R Miller, for the use of &c.
vs.
Stephen Cranston admr &c. } 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 reversed. It is therefore considered that the plaintiff in error recover of the defendant in error, as such administrator his costs in this behalf expended to be taxed and levied as required by Statute.

And proceeding here to render the judgment the Circuit Court should have rendered, it is ordered and adjudged that the judgment ~~that~~ of The Common Pleas, be and the same is hereby reversed, and that this Cause be remanded to the Court of Common Pleas for further proceedings and that the plaintiff in error in said circuit-Court, recover of the defendant in error, his costs in that Court expended, to be taxed and levied as required by Statute.

Ordered that a special mandate be sent to the Court of Common Pleas of Union County to carry this judgment into Executive.

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 and Seal of said Court this 10th day of October A D 1889.

Urban H Hester, Clerk.

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 delay to carry the within and foregoing, judgment of our Supreme Court of Ohio, in the Cause of

Daniel R Miller, for the use of &c,

vs

Stephen Cranston admr &c,

into executive, the petition in Error herein, and heretofore Granted to the Contrary notwithstanding.

Witness, Urban H Hester, Clerk of our said Supreme Court, of Ohio, at Columbus, this 10th day of October A D 1889.

Urban H Hester Clerk

Clerks Costs $5.00 paid by Hamm O & M
Printing Record $10.00 " " J L Cameron

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 Henry W Sieney
" Thomas Beer } Presiding Judges,
" John J Moore

at Marysville on the 24th day of September AD 1889 among other proceedings then and there had, by and before said Court, as appears by its Journal, were the following,

No 83, { John T Moore & Wife vs VT Hills and others

No 77

This day came the parties in this Cause and submitted this Cause to the Court, Whereupon the Court having heard the arguments of Counsel, and on due consideration thereof the Court find no error in said record and Judgment in said record set forth, Wherefore it is considered, ordered and adjudged by the Court that said record proceedings and judgment be affirmed with costs and the defendant recover of the plaintiff in error, their costs herein expended, taxed to $-

And the Court order a Special Mandate to issue by the Clerk remanding this Cause to the Court of Common Pleas to carry into effect this judgment of the Court,

And the Court being of the opinion that there is reasonable Ground for Proceeding in error allow no Penalty,

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 McCrory, Clerk of the Circuit Court of Ohio, within and for Union County, do certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court,

Seal.

Witness my hand and Seal of Said Court, this 18th day of October AD 1889

R McCrory Clerk,

State of Ohio, } Circuit Court of Ohio,
County of Union } within and for the 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 the Cause of — John T Moore and Wife vs VT Hills et al into execution

Seal.

Witness R McCrory Clerk of our said Circuit Court at Marysville Ohio, this 18th day of October AD 1889

R McCrory Clerk,

Mandate from the Circuit Court

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

At a Term of the Circuit Court, within and for said County of Union, in the State of Ohio, began and held before,

Hon. Henry H Seney
" Thomas Beer
" John J Moore } Presiding Judges—

at Marysville Ohio, on the 24th day of September AD 1889, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz,

No 77— } William H Crary, Treasurer, vs Landon Bishop.

This Cause came on for hearing upon the petition in error, the Transcript and the original papers and pleadings from the Common Pleas Court of Union County, And on Motion of the appellant, was dismissed,

It is therefore considered by the court that this Cause be, and the same is hereby dismissed, and that the Judgment of the Common Pleas Court be and the same is hereby affirmed, and that the defendant in error recover from the plaintiff in error his costs herein expended, to be taxed at $— and execution is awarded therefor.

It is further ordered that a special mandate be sent to the Common Pleas Court of Union County for execution upon this judgment.

And The Court being of opinion that there is reasonable ground for proceedings in error, allow no penalty. No. Record

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 Crory Clerk of the Circuit Court of Ohio, within and for the County of Union, Ohio, do certify that the following entry is truly taken and correctly copied from the journal of said Court.

Witness my hand and the seal of said Court this 18th day of October AD 1889.

Seal

R M Crory clerk.

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, William H Crary Treasurer,
vs
Landon Bishop.
into Execution,

Seal

Witness R M Crory, Clerk of our said Circuit Court, at Marysville Ohio, this 18th day of October A D 1889.

R M Crory clerk.

Times of Holding Common Pleas Courts 10th District.

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 at Carey in the County of Wyandot and in the State of Ohio, on the Third Tuesday of October A.D. 1889. to fix the times for Commencing the terms of Courts in said District for the year 1890. 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 1890, be held at and from the dates following, Commencing at the hour of Eight oclock in the morning of said Several days—

In Crawford County.	Jan 2d	April 14	Sept 15.
" Hancock "	Jany 6th	March 10	Sept 8th
" Hardin "	Jan 6th	april 14th	Sept 22d
" Logan "	Jan 13	april 14.	Sept 15.
" Marion "	Feby 10	May 19	Oct 20
" Seneca "	Feby 17	May 19th	Nov 10th
" Union "	March 3	May 26th	Nov 3d
" Wood "	Feby 10	June 2d	Nov 17th
" Wyandot "	Mar 10	June 16th	Nov 24th

In testimony of which we have hereto set our hands at the hereinbefore set forth

Recd and filed.
Oct. 24th 1889
R M Corry Clerk

Caleb H Norris
S A Pendleton
John A Price
John H Redgley
} Judges.

Supreme Court of the State of Ohio

The State of Ohio, City of Columbus } January Term AD 1889.
J. J. Finley et al
vs } Error to the Circuit Court of Union County.
William Whitley

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 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 $.

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 and Seal of said Court this 31st day of October AD 1889

Urban H Hester Clerk.

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 command you that you proceed without delay to carry the within and foregoing Judgment of our Supreme Court of Ohio, in the Cause of

J J Finley et al
vs
William Whitley

into execution the petitioner in error herein and heretofore granted to the Contrary notwithstanding

Witness Urban H Hester Clerk of our said Supreme Court of Ohio, at Columbus, this 31st day of October AD 1889

Urban H Hester Clerk.

Clerks Fees - $5.00 paid by P R Kerr.
Printing Record 29.40 " " " "
Sheriff Hopkins $3.70

Monday November 4th A. D. 1889.

State of Ohio,
County of Union 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 November, in the Year of our Lord one thousand Eight hundred and Eighty nine; held in the Court House in the Town of Marysville, County and State as aforesaid, was begun on the first Monday the 4th day of November in the year aforesaid.

Present,
Hon — —

Thomas Martin, Sheriff of the County of Union Ohio,

Attest. R. McCrory, Clerk of the Court of Common Pleas,

The Venire Facias heretofore issued and returnable this day at 9 o'clock A.M. was returned by the Sheriff with his endorsements thereon as follows, To wit:

Served the within named Grand Jurors

1	James Poling Jr,	Oct.	15	1889 by copy.
2	Silas Graham	"	12	
3	Luther McAllister	"	12	
4	S H Buehler	"	9	
5	Warren Harris	"	15	
6	John Kendall	"	17	
7	H J Fisk.	"	15	
8	Morris Foster.	"	17	
9	W J Dunfee	"	9	
10	N C Veach	"	9	
11	Thomas Cody	"	9	
12	C L Drake,	"	12	
13	W C Shirk	"	12	
14	John Moore	"	17	
15	Alexander Howland,	"	15	

Thereupon Judge Price being absent the Sheriff adjourned Court till tomorrow Morning (Nov. 5.) at 9 o'clock AM,

Tuesday November 5th A. D. 1889.

Court convened at 9 Oclock A. M and his honor John A. Price not being present Court was adjourned by the Sheriff until 9 Oclock tommorrow Morning

Wednesday November 6th 1889

Court convened at 9 Oclock this Morning and his honor John A. Price Judge. Still being absent Court was adjourned untill tommorrow Morning at 9 Oclock.

Thursday November 7th 1889

Court convened this morning at 9 Oclock the following officers being present.

His Honor John A. Price Judge
Thomas Martin Sheriff
Robert McCrory Clerk

Court then adjourned until tommorrow Morning at Nine Oclock

Friday November 8th A. D. 1889

Court convened at 9 o'clock this morning the same officers being present as on yesterday.

Upon the calling the venire facias heretofore issued for Grand Jury in open court 1 James Poling 2 Silas Graham
3 Luther McAllister 7 John Kendall 11 C. C. Drake
4 Alexander Howland 8 Morris Foster 12 John Moore
5 S. M. Ruehlen 9 N. C. Welch 13
6 Warren Harris 10 Thomas Cody 14 and the panel being incomplete the court ordered the panel filled by calling from the list summoned for Petit jurors. and the ~~being~~ and the panel being full, the court appointed N. C. Welch 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 - The following named persons compose the Grand Jury - To wit;

1 N. C. Welch. Foreman	6 Warren Harris	11 James Poling
2 Thomas Cody	7 John Moore	12 John Kendal
3 S. M. Ruehlen	8 Luther McAllister	13 Walter Rhoads
4 C. C. Drake	9 Morris Foster	14 Nicholas Burnham
5 Silas Graham	10 James Poling Jr	15 D. J. Harris

5888 Ozara M. Adlard
vs
Wm H Adlard et al

This day this cause came on to be heard on plaintiffs motion for a temporary injunction as prayed for in her petition. Whereupon the court being fully advised in the premises do sustain said motion, and it is ordered and adjudged by the court that said defendants be enjoined from disposing of or encumbering the property in said petition described as prayed for in said petition

5433 H. M. Heaves
vs
C. Auttman & Co

This day defendant asked and obtained leave to file amended answer herein instanter

Friday November 8th A D 1889.

5865 Morgan Savage
vs
John Clark Sherman Clark
and William Staley

And now comes the said plaintiff by John M. Brodrick his attorney and the said defendants still failing to demurrer 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 defendants John Clark and Sherman Clark as principals and William Staley as surety on the note in the petition mentioned and set forth the sum of Two hundred and fifty nine dollars and sixty six cents with 8% interest thereon from the first day of this term of court. It is therefore considered by the said court here, that the said plaintiff recover of the said defendants John Clark and Sherman Clark as principals and William Staley as surety the said sum of $259.66 the sum found due as aforesaid and also his costs taxed at $ and execution is awarded therefor

A. Middlesworth
vs
William Whitley

On motion of plaintiff and his producing the return of the Sheriff of the sale made upon execution issued by the clerk of this court, and the careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity of law and the orders of this court, it is ordered that the said proceedings and sale be and the same are hereby confirmed and approved, And it is further ordered that the Sheriff convey to the purchaser by deed according to law the property so sold, and the purchaser is hereby subrogated to all the rights of the said defendant and a writ of possession is awarded to put the purchaser in possession of said premises. And the court coming now to distribute the proceeds of said sale, amounting to $667.50 it is ordered that the Sheriff out of the money in his hands pay, First= The Treasurer of this county all taxes due on said premises at this date to-wit- $ Second- The costs of this action including costs on execution and lien docket in the two cases of A. Middlesworth vs William Whitely taxed at $ Thirdly- To the plaintiff A. Middlesworth the amount heretofore found due him as shown on the said execution and lien Docket to-wit; $ 574.00 with 6% interest from the date of said judgement to-wit- Aug 1st 1888 amounting at this date to $553.25- Fourth- The costs taxed against the defendant in the case of A. Middlesworth vs William Whitely et al in court of common pleas and Circuit Courts of said county of Union- Fifth- The balance of the money remaining in his hands to the defendant William Whitely

Friday November 8th A. D. 1889

Connecticut Mutual
Life Ins Co
5819 vs
Abram Wolford

Report of Grand Jury.

It appearing to the court that the real estate taken on execution herein and ordered to be sold 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 hereby set aside, and it is ordered that a new one be made.

Saturday November 9th A. D. 1889

Court convened at Nine o'clock this morning, the same officers being present as on yesterday.

Report of Grand Jury.

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;

1 N. C. Welch	6 S. H. Ruehlan	11 C. L. Drake
2 James Poling	7 Warren Harris	12 John Moore
3 Silas Graham	8 John Kesndall	13 Walter Rhoads
4 Louher Liggett	9 Morris Foster	14 Nicholas H. Burnham Pres
5 Alexander Howland	10 Thomas Cody	15 D. J. Harris. and

presented to the court through their Foreman N. C. Welch. their certain bill of indictment against Jacob Artz for living in a State of Adultery. indorsed. "A True bill." N. C. Welch Foreman of the Grand Jury. And also their certain other bill of indictment against Luther Liggett. Maria Liggett and William Martin for assault in a menacing manner. indorsed a "True bill" N. C. Welch. Foreman of Grand Jury. and also their certain other bill of indictment against John L. John for carrying concealed weapons, indorsed "a True bill", N. C. Welch Foreman of Grand Jury. Also their certain other bill of indictment against John L. Clair for being a Tramp, indorsed "a True bill." N. C. Welch foreman of the Grand Jury. also their certain other bill of indictment against C. Fred Fuller for obtaining goods by false pretences indorsed, A True bill. N. C. Welch Foreman of the Grand Jury. Also the following report;

To the Honorable John A. Price
Judge of the court of common pleas of Union Co

The Grand Jury of the Court of Common pleas of said County of the November term 1889, beg leave to report that they have been in session Five days, and herewith return to the court the indictments presented by said Jury; We have carefully examined into all such matters as have legitimately came to our notice, having examined over 50 Witnesses, covering ten cases and presented five bills, ignored five 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 and properly enforced,

Respectfully Submitted
Nov 9th 1889 Nathaniel C. Welch Foreman

and there being no farther business for the said Jury they were dis-charged finally.

Thereupon Court adjourned until Monday November 11th A. D. 1889 at One o'clock P. M.

Monday November 11th A. D. 1889

Court convened at One o'clock P. M. pursuant to adjournment the same officers being present as on Saturday.

5798

5844 Sarah H. Sutton
vs
Delmore Goodyear et al

This day this cause came on to be heard on the motion of said defendants to strike the petition of plaintiff from the files, and the court having heard the arguments of counsel and being fully advised in the premises over-ruled said motion and the court further ordered that the Defendant answer on or before Saturday November 16th inst.

Howell Jewett & Co
vs
F. G. Fullington, George McQuary as Fullington & McQuary

Now comes the plaintiff by their 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 plaintiffs in the sum of $395.50 with interest thereon at 12% from Nov 4th 1889.

5799

It is therefore considered and adjudged by the court that the said plaintiffs recover from the said Frank G. Fullington the said sum of $395.50 with interest thereon at 12% from Nov 4th 1889 and his costs herein expended, and that as to the said defendant George McQuary this cause be continued.

5541 Mercy A. Bland
vs
Ira Fenner
Continued by agreement.

5559 Perry McAdams
vs
Charles McCune
Continued

5752 Lester Armerod by &c
vs
A & J. Boylan
Continued

5772 John Eldridge et al
vs
Mahala Dunfee et al
Continued

Monday November 11th A. D. 1889

5798 J. W. and A. B. Robinson vs J. S. Robinson -

This day came on this cause to be heard and the court being satisfied that due notice hath been given to defendant of this action and that the defendant is the owner of the one fifth of the S. D. Robinson farm in the county of union subject to the dower of his widow and that attachment hath been duly levied on said one fifth interest in said farm and said note mentioned is due plaintiffs from said defendant doth find for the plaintiffs and that there is due plaintiffs on said note a balance of $73.50 - Therefore it is considered and adjudged by the court that plaintiffs recover of said defendant said sum with interest at 8% from this date & costs taxed to $ and that an order of sale issue to the Sheriff of this county to appraise advertise and sell the said one fifth of said S. D. Robinson farm subject to said Dower and report his proceedings herein is said defendant for ten days fail to pay said judgment interest and costs.

5799 Margaret Zwerner vs J. S. Robinson

This day this cause came on to be heard on the petition of the plaintiff the proceedings, exhibits and testimony therein and the defendant J. S. Robinson having failed to appear and answer or demur to said petition and proceedings, Thereupon this cause was submitted to the court and the court being fully advised in the premises find that due Notice has been given to the said defendant of the pendancy of this action and proceedings herein and that he was required to answer thereto on the 13th day of July A. D. 1889. And the court do further find that there is due to the plaintiff Margaretta Zwerner on the prommissory note of the said defendant in the petition described The sum of $40.64 with interest at 8% from the 2d day of May A. D 1889 as in said petition alleged making the whole amount now due of principle and interest the sum of $41.40. It is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendant the said sum of $41.40 so as aforesaid found due and also the costs in and about this cause in this behalf expended taxed to $ and the court further find that the said defendant is the owner of the undivided one fifth interest in the Samuel D. Robinson farm situate in the county of union State of Ohio as described in said petition subject to the dower estate therein of the widow of Samuel D. Robinson deceased and that attachment proceedings in this action has been duly levied on said one fifth interest of the defendant in said farm subject to dower as aforesaid. It is therefore ordered and adjudged by the court that in case the defendant shall fail for ten days from this date to pay the amount of this judgment interest and costs, that an order of sale issue to the Sheriff of this county requiring him to appraise advertise and sell the said undivided one fifth interest of the defendant in said Samuel D Robinson farm subject to dower as aforesaid to pay said interest & costs & report this proceedings therein to this court.

Thereupon court adjourned until 9 o'clock tommorrow morning.

Tuesday November 12th A.D. 1889.

Court convened at 9 o'clock A.M. the same officers being present as on yesterday.

5851

3667 Walter Sutton
vs
James M. Deshazzer

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 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

It is further ordered that the said Sheriff convey to the purchaser George W. Freeman 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 for said 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 the distribution of the proceeds of said sale amounting to $626.50, it is ordered that the Sheriff, out of the money in his hands pay first to the Treasurer of this County, the taxes, penalties, and fines assessed against said property, to-wit: the sum of $: Second, the costs of this action taxed at $: Third, to John M. Hamilton, attorney for plaintiff the residue of said amount, to-wit: the sum of $ to be applied on the judgment obtained in this action by plaintiff in the sum of $: and there remaining unpaid on said judgment the sum of $ execution may issue therefor.

3243 Allen Haines
vs
A. T. Staley

This day came the parties herein, by their attorneys; also came the following named persons as jurors, to-wit:

1 W. H. Bonnett	5 William Lowe	9 David Swartz
2 David Rea	6 Joseph Norris	10 Nesbit January
3 Bradley Sprague	7 A. H. Olds	11 Stephen Long
4 R. D. Finley	8 William Jordon	12 John T. Cartmere

who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence. And the said jury having heard the evidence adduced, and arguments said cause was continued until to-morrow morning at 9 o'clock.

Tuesday November 12th A.D. 1889.

5851 Charles Steinbeck
vs
William E. Newhouse et al

And now this cause came on for hearing upon the evidence and pleadings was submitted to the court without the intervention of a jury and the defendants each and all being in default for answer or demurrer to the petition except Jennie Newhouse who answers disclaiming any interest the court find that the allegations of said petition are confessed by the defendants to be true. The court doth further find that the defendant William E Newhouse the several notes as set forth in the petition to the said Lester Oliver that four of said several notes were due & past due when the petition was filed and that two of them become due & payable respectively May 19, 1890 & May 19-1891. The court further find that there is due to the plaintiff from the defendants William E. Newhouse the maker of said notes which are over due & from said Lester Oliver as indorser thereof with interest to the first day of this term the sum $1101.16 The court further finds that the said Lester Oliver did indorse and deliver said notes and mortgages to the plaintiff Charles Steinbeck as set forth in the petition. The court further find that in order to secure the payment of said notes which were purchase money notes given for said premises the defendants William E. Newhouse executed and delivered to said Lester Oliver his heirs & assigns his certain mortgage as in the petition described and on the premises therein described. That said mortgages was duly recorded in Book No 18 page 209 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 have been broken and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed. It is therefore considered and adjudged and decreed by the court that the plaintiff recover of the said defendant William E. Newhouse and Lester Oliver as aforesaid the said sum of $1101.16 and his costs taxed to $ And 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 the plaintiff the sum of $1101.16 with interest at 7 percent from the 4th day of November 1889 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 therefore 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 the said defendant Jennie Newhouse having filed her answer therein disclaiming any interest in the premises in the petition described. This action is dismissed as to the said Jennie Newhouse.

Court then adjourned until to-morrow morning at 9 O'clock.

Wednesday November 13th A.D. 1889.

Court convened at 9 O'Clock this morning, the same officers being present as on yesterday.

5849

John McCreight }
5838 vs }
L. A. Cherry }

This cause came on to be heard on demurrer of defendant and is dismissed without record at cost of plaintiff & it is therefore considered by the court that this cause be dismissed, and that the defendant recover of the plaintiff his costs herein expended taxed to $ and Execution is awarded.

5849.

C. F. Bradley }
5839 vs }
L. A. Cherry }

This cause came on to be heard on the demurrer of defendant and is dismissed without record at cost of the plaintiff. It is therefore considered by the court that this cause be dismissed and that the defendant recover of the plaintiff his cost herein expended taxed at $ and Execution is awarded

John A. Hall }
5853 vs }
Samuel Felix et al }

This day this cause was dismissed by order of the court for want of prosecution at cost of the Plaintiff. It is therefore considered ordered and adjudged by the court that the plaintiff pay the cost of this action taxed at $ and Execution is awarded

Allen Haines }
5232 vs }
A. J. Staley }

This day again came the said parties by their attorneys and also came the jury heretofore impaneled and sworn. And the said jury having the charge of the court, retired to their room in charge of the Sheriff for deliberation. And now comes 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. "
" Nesbit January, Foreman "

Wednesday November 13th 1889.

5849 Hugh C Stewart vs Alexander Stewart et al

This day on motion J. Ames S McCampbell, an attorney at law of this County was appointed guardian ad-litem of Frank H Dyal, and Nina Russel minor defendants in this action and therefore the said J. S. McCampbell in open Court accepted said appointment, and filed his answer in said Cause,

5849. Hugh C Stewart vs Alexander Stewart et al

This day came the Plaintiff by Porter and Porter his attorneys, and his petition thereupon coming on to be heard, the Court find that all the defendants have had due legal notice of the pendancy and demand of the said petition, and that they are in default for answer and demurrer,

Therefore the Court find that the said Rebecca S Stewart is entitled to dower in the premises described in plaintiffs petition, and the Court find that the said Hugh C Stewart is seized of, and has a legal right to the one undivided, one fourth part of the real estate described in said petition, and is entitled to have partition made of said premises, subject to the dower estate of said Rebecca S Stewart, And that the defendants, except said Rebecca S Stewart, are tenants in common with the said plaintiff in said premises in the following proportions subject to said dower estate to wit; The said Annie M Bean is seized of and has a legal right to the one undivided one fourth part thereof; The said Alexander Stewart to the one undivided one fourth part part thereof;" and the said Calvin P Dyal, John T Dyal, Frank H Dyal, and Nina Russell, together, to the one undivided one fourth part thereof; or each of the last four named is entitled to one undivided one sixteenth part thereof,

It is therefore ordered, adjudged and decreed that the said Rebecca S Stewart be endowed with 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 union County commanding him by the oaths of John Gibson, Adam Philips and Michael Cody, three judicious and disinterested freeholders of the vicinity who are not of kin to either party, and who are hereby appointed for that purpose with A. S. Mowry as Surveyor he set off and assign such dower to the said Rebecca Stewart according to law; and that by the like oaths of the said commissioners and Surveyor he cause to be set off and divide to the plaintiff and to each of said defendants the part and portion of said estate to which they are herein before 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 both subject to dower and also free from dower of the said Rebecca Stewart and of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay, and at the present term of court.

Wednesday November 13th A.D. 1889

5603 William Keightlinger
vs
Jacob Leonard

On Motion the defendant has leave to plead on Monday November 20th 1889.

5699

5541 G. L. Inskeep
vs
Ed Wilber

Now comes the plaintiff, and dismisses this action at his own costs without prejudice to a future action.
It is therefore ordered and adjudged that the plaintiff pay the cost of this action taxed to $

5576

5540 G. L. Inskeep
vs
L. F. Carpenter

Now comes the plaintiff and dismises this action at his own costs without prejudice to a future action.
It is therefore ordered and adjudged that the plaintiff pay the cost of this action taxed to $

5542 G. L. Inskeep
vs
W. R. Henderson

Now comes the plaintiff and dismisses this action at his own costs without prejudice to a future action.
It is therefore ordered and adjudged that the plaintiff pay the cost of this action taxed to $

5817

5846 Amelia J. Green
vs
Ira Green

Nov 8th 1889

Now comes the plaintiff and dismises this action at her own costs. It is therefore considered that the plaintiff pay the costs of this action and Execution is awarded

Court then adjourned until 9 o'clock tommorrow morning.

Thursday, November 14th A.D. 1889

Court convened at Nine o'clock this morning the same officers being present as on yesterday.

5699 Elijah Mitchel vs Chicago St L & P. R.R.

This day this cause came on to be heard on the demmurrer of the defendant to the petition of the plaintiff, was argued by counsel and submitted to the court. On consideration whereof the court overruled the same, to all of which rulings and decision the defendant Excepted

5576 W. M. Haines Guardian &c vs Jesse Shirk

This day came the parties herein, by their attorneys; also came the following named persons as jurors, to-wit;

1 L. D. Warbs	5 R. D. Fibley	9 William Gordon
2 W. H. Bonnett	6 William Lowe	10 David Swarty
3 David Rea	7 Joseph Norris	11 Nesbit January
4 Bradley Sprague	8 A. H. Olds	12 John L. Cartwell

who were impanneled and sworn according to law, and thereupon the case came on for hearing on the pleadings and evidence. And the said jury having heard the testimony adduced in part said cause was continued until tommorrow morning at 8 O'clock.

5817 Robert E. Robinson vs George C. Wilcox et al

Now comes the plaintiff by his attorney and the defendants being in default for answer and demmurer the court find that the allegations of the petition are confessed by them to be true, and find that the defendants Geo C. Wilcox and Lucetta A. Wilcox are indebted to the plaintiff Robert E. Robinson in the sum of Four Hundred and fifty-nine and 58/100 dollars ($459.58) It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of Four Hundred and fifty nine & 58/100 dollars and his costs herein expended taxed at $ And on motion of the said plaintiff it is ordered that the Sheriff proceed as upon execution and advertise and sell the real estate heretofore attached 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 confirmation.

Court then adjourned until 8½ O'clock tommorrow morning.

Friday, November 15th A. D. 1889.

Court convened at 8½ o'clock this morning the same officers being present as on yesterday.

5858 Thomas Peacock
vs
Elizabeth Peacock et al

This day this cause came on to be heard upon the pleadings of the parties and the evidence and was argued by the counsel and submitted; on consideration whereof the court being fully advised in the premises finds the equity of the case in favor of the said defendants.

It is therefore considered and adjudged by the court that the defendants go hence without day, and that they recover of the plaintiffs their costs herein expended taxed at $.

5221 C. Aultman & Co
vs
Samuel Lamble

This cause is continued on motion and showing of the plaintiff and at the cost of plaintiff of this term. It is therefore considered and adjudged by the court that the defendants recover of the plaintiff ~~their~~ costs herein of the term taxed to $

5576 W. M. Haines Guardian &c
vs
Jesse Shirk

This day again came the said parties by their attorneys and also came the jury heretofore impanneled and sworn and the trial proceeded, and the said jury having heard the remaining testimony the arguments of counsel 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 impanneled and sworn find the issues in this case in favor of the plaintiff and assess the amount in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant at the sum of $ 1080.00

W. H. Bonnett, Foreman.

Friday November 15 A.D. 1889.

3824 J. B. Cole
vs
Alexander Stewart

Now comes the plaintiff by his attorney and offers proof of publication of the pendancy and prayer of the petition herein had. The court finding said publication and proof in all respects regular and according to law do hereby approve the same. and thereupon 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 further find from the evidence that the said Samuel Little recovered a judgment against this defendant in this court for the sum of $179.80 debt and $20.13 costs of suit on the 4th day of February 1878 and that on the 22d day of March 1878 said judgment was by said Samuel Little duly assigned and transfered to the plaintiff J. B. Cole, That said judgment is a valid and subsisting judgment and that no proceedings are pending for its reversal or retrial and that the amount therein found is legally due from this defendant to the plaintiff.
It is therefore considered and adjudged that said plaintiff recover from the said defendant the said sum of $179.80 and $20.13 and interest from February 4th 1876. amounting in all to $306.00 debt and $33.42 costs also his costs herein expended taxed to $
and on motion of the plaintiff and on the evidence the court find that the said defendant is the owner in fee simple by descent from John A. Stewart deed of the undivided one fourth part of the farm known as the John A. Stewart farm situated in Dover ~~township~~ and Paris Township Union County Ohio containing 456 acres situate in U. M. Surveys Nos 5497–4072 and 5505 and that his said interest and estate has been seized in attachment in this suit.
And it is ordered that the Sheriff proceed as upon execution to advertise and sell the said real estate heretofore attached 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 the court for confirmation.

3662 John Case
vs
Joseph Smart

This day on motion of defendant and the plaintiff not appearing and failing to prosecute this case this cause is dismissed without prejudice to a new action at the costs of plaintiff
It is therefore considered that the defendant recover of the plaintiff his costs herein taxed at $

Friday November 15th A. D. 1889

5591 Berry P. Stewart et al
vs
Commissioners of Union Co et al

This day on motion of plaintiff this cause is passed and delayed until the 27th day of November 1889 and at the costs of plaintiffs caused by said delay.
It is therefore considered that the plaintiffs pay the costs of said delay herein taxed at $

5595 Berry P. Stewart et al
vs
Commissioners of Union Co

This day on motion of plaintiffs this causes is passed and delayed until the 27th day of November 1889 and at the costs of plaintiffs caused by said delay.
It is therefore considered that the plaintiffs pay the costs of said delay herein taxed at $

5725 Alice Williams
vs
Newton Linsley et al

On motion of the defendant this cause was dismissed at the cost of Plaintiff.
It is therefore ordered and adjudged by the court that the plaintiff pay the cost of this action taxed to $ and Execution is awarded.

Court adjourned until 9 O clock tommorrow Morning

5893

5741.

Saturday, November 16th A. D. 1889.

Court convened at Nine o'Clock this morning, the same officers being present as on yesterday.

5893 Richwood Deposite Bank
vs
M. W. Hill

This day came the plaintiff by Porter & Porter attorneys and thereupon came James 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 alleged in said plaintiffs petition, the sum of $144.39. It is therefore considered that said plaintiff do recover of said defendant the sum of $144.39 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 16th 1889. 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.

5741. Elias Chambers
vs
Mathew Lingrel

This day this cause was settled by the parties at the costs of the defendant;
It is therefore considered and adjudged that the defendant pay the cost of this action taxed to $.

Saturday November 16th A.D. 1889

Edward O. Stevenson }
5714 vs }
Job. E. Stevenson et al }

This day came on this cause to be heard on the motion of plaintiff to confirm the report of the Sheriff and commissioners in partition, and the court being fully advised in the premises, do find that said report and proceedings on the order of partition aforesaid are in all respects regular and lawful, and therefore considered ordered and adjudged by the court that said Report and proceedings be and the same are confirmed and the plaintiff is ordered and decreed by the court to have and hold in Severality the 160 7/10 acres contained in and described in said Report as his part of the real estate in said petition described, and that said Job. E. Stevenson hold in Severality the 177 8/10 acres set off in said report as his share of said lands. 2986

It is further ordered and adjudged by the court that this partition be and the same is made without prejudice to the rights of the defendants claiming under any tax sale, and as to them this cause is dismissed without prejudice. 801

And it is further ordered and decreed by the court that the said Edward O. Stevenson and said Job. E. Stevenson pay the costs of this proceedings including an Attorney fee to J. W. Robinson of Eighty four & 4/100 Dollars as in the same proportion that said parties hold said lands as herein decreed, and in default of their payment by either of said parties for ten days an order of sale may issue for said costs against the party so in default. 80D

Court then adjourned until Monday November 18th 1889 at One O'clock P. M.

Monday, November 18th A. D. 1889.

Court convened at one o'clock P.M. the same officers being present as on Saturday.

2986 George Armstrong vs N. G. Smith

This day this cause came on to be heard upon motion of P. R. Kerr for an order to the present Sheriff of said Union County Ohio that he should execute to said P. R. Kerr a deed as purchaser at Sheriffs Sale of Inlot No 377 in Beatty's addition of Richwood in said County of Union sold in said case above, was argued by counsel and the court being fully advised, sustains said motion and it is ordered and adjudged by the court that the present Sheriff of said County execute to said P. R. Kerr a good and sufficient deed for said premises according to law.

801 The State of Ohio vs John St Clair } Indictment for being "a Tramp."

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 upon said indictment, for plea thereto, saith "he is not guilty" and puts himself upon the country, and the prosecuting attorney doth the like.

80D State of Ohio vs John St Clear } Indictment for Carrying concealed weapons.

Now comes the Prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into the court in custody of the Sheriff, and arraigned upon said indictment, for plea thereto saith he is "Guilty" and is remanded to the custody of the Sheriff until sentence.

The State of Ohio vs Luther Liggett } assault.
Main Liggett & William Martin }

Now comes the prosecuting attorney on behalf of the State of Ohio, and the defendant Luther Liggett being brought into court, in the custody of the Sheriff, and arraigned upon said indictment for plea thereto saith he is "Guilty." and is allowed to go hence under his own recognizance until sentence.

As to the defendants Main Liggett, and William Martin Nolle Prosequi is entered herein, by order of the court, at the request of the prosecuting attorney.

Monday, November 18th A. D. 1889

Sarah Cook
5622 vs
John Cunningham

This day came the parties by their attorney also came the following named persons as jurors. To-wit: 5658
1 Stephen Loong 5 Bradley Sprague 9 A. H. Olds
2 L. D. Warbs 6 R. D. Finley 10 William Gordon
3 W. H. Bonnett 7 William Lowe 11 Nesbit January and
4 David Rea 8 Joseph Norris 12 John T. Cartmell who
were duly impanelled and sworn according to Law, and the said jury having heard the testimony adduced. this cause was continued until tomorrow morning at 9 O clock.

Mariah Neal
5843 vs
Alexander Neal

November 19th 1889 5781

This day came the parties and the defendant having withdrawn his answer. this cause was submitted to the court upon the petition and evidence on consideration whereof the court being fully advised in the premises finds that the facts stated and allegations made in the said petition are true and that by reason thereof the plaintiff is entitled to a divorce, as prayed for.
The court further find that said parties have entered into a post nuptial agreement — whereby said defendant has conveyed to said plaintiff Lot No 151. in the Village of Richwood in said county of Union which she has agreed to accept in full of all claims upon his property and he has agreed to release all his interest — and claim in her property including said Lot No 151. and that the parties have agreed to mutually release the property of the other from all claims. It is found by the court here that said post nuptial agreement is fair and reasonable and should be carried out; 5622
It is therefore adjudged and decreed by the court that the marriage relation heretofore existing between said parties be and the same is hereby annulled and set aside.
It is further decreed that the said plaintiff have and possess said Lot No 151 as her alimony and that all her property be released from the incohate right of dower of the said defendant and that all the defendants property be released from the incohate right of dower of the plaintiff and it is further adjudged that each party pay one half the costs thereof.

Court then adjourned until 9 O clock tomorrow morning. 5848

Tuesday November 19th A.D. 1889.

Court convened at Nine o'clock this morning, the same officers being present as on yesterday.

5658 B. L. Talmage vs W. H. Graham et al

This day this cause came on to be heard on the motion of Wm H. Graham the defendant for a continuance and the same was granted on the motion and showing of the defendant and at his costs of this term.

5781 Samuel Taylor vs Thos J. Kilbury et al

This day came on this cause to be heard upon the demurrer of the plaintiff to the second defense set-up in the amended answer of the defendant Cynthia A. Taylor for reasons in said demurrer stated.

On consideration whereof the court being fully advised in the premises sustained said demurrer To which ruling of the court the said defendants excepted. Thereupon said defendant Cynthia A. Taylor asked and had leave to file an answer by Thursday morning of this week

5622 Sarah Cook vs John Cunningham

This day again came the parties by their attorneys, also came the jury heretofore empanneled and sworn in this action, and the said jury having heard the arguments of counsel and the charge of the court, retired to their room in charge of the Sheriff, for deliberation And now comes said jury into open court with their verdict in writing signe by their Foreman and say, do-wit;

"We, the jury, being duly impanneled 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 $2.56:

Joseph Norris - Foreman -

5848 John L. Southard et al vs Martha J. Fullington

Now comes the plaintiff and dismiss this action at their own cost without prejudice

Court then adjourned until tomorrow morning at 9 o'clock

Wednesday November 20th A.D. 1889.

Court convened at 9 Oclock this Morning the same officers being present as on yesterday.

John H. Wood }
5853 vs }
Alfred Amrine }

This cause now coming on for hearing on a petition for a revivor of the judgment formerly rendered before J. H. Kirkpatrick a justice of the peace for Paris Township Union County Ohio and a transcript thereof has been filed with the clerk of this Court according to the Statute in such case made and provided and was duly entered on Execution and Lien docket Vol 1. Page 195 No 4405 of the Records of said Clerk, wherein the said J. H. Wood was plaintiff and said Alfred Amrine defendant having been duly served with summons therein and no cause being shown why the said judgment should not be revived. It is therefore considered by the court that the said judgment; to-wit: rendered before J. H. Kirkpatrick a justice of the peace on May 14th 1884 in favor of the plaintiff and against the defendant for Forty Five dollars, with interest from said May 14th 1884 and $2.70 costs of suit; do stand revived
It is further considered that the plaintiff recover from the defendant his costs therein expended, for all of which execution is awarded.

James E. Pitts }
5813 vs }
J. M. Davids }

This day this cause came on to be heard upon the motion of plaintiffs for leave to file amended petition making Lorina Davids party defendant; was argued by counsel, and the court being advised in the premises, sustain said motion and it was ordered by the court that the plaintiffs have leave to file an amended petition as prayed for in said motion by Dec 15th 1889 and cause continued. To all of which the defendants objects & excepts

H. M. Haines }
5433 vs }
C. Aultman & Co } The defendant moved the court for a continuance of this case by reason of the absence of witnesses named in the affidavit filed in support of said motion. Whereupon the court overruled said motion but sustained a motion to postpone this cause to the 29th of November 1889 at defendants costs Whereupon it is considered by the court that plaintiff recover of defendants the cost of said postponement taxed to $

Wednesday November 20th A. D. 1889

New G. Jury

It being deemed necessary, the court this day ordered the Sheriff to call together a new grand jury by summoning from among the bystanders or neighboring citizens fifteen good and lawful men having the qualifications of grand jurors. Whereupon, the following named persons were called, and appeared in answer thereto, to-wit:

1 C. Houston	6 C. M. Bigman	11 William Howard
2 W. H. Robb	7 Alf Scott	12 H. W. Morey
3 John Wiley	8 Daniel Anderson	13 John Bostwick
4 S. L. Sellers	9 Dyer Reed	14 John T. Moore and
5 J. J. Moulock	10 W. C. Fullington	15 W. B. Hershey and the

court appointed W. H. Robb Foreman of the said Grand Jury and he with his fellow jurors, took the oaths, in manner and form as prescribed by law; and the jury being instructed by the court in relation to their duties, were conducted to their room attended by the Sheriff.

This day at the bar of this court the grand jury heretofore impanelled and sworn in, and for the body of the county aforesaid, viz

1. C. Houston	6 C. M. Bigman	11 William Howard
2 W. H. Robb	7 Alf Scott	12 H. W. Morey
3 John Wiley	8 Daniel Anderson	13 John Bostwick
4 S. L. Sellars	9 Dyer Reed	14 John T. Moore and
5 J. J. Moulock	10 W. C. Fullington	15 W. B. Hershey and

presented to the court, through their Foreman W. H. Robb their certain bill of indictment against Addis Lewis for Horse Stealing and Grand Larceny, indorsed "A True Bill" W. H. Robb foreman of the grand jury." And also, their certain other bill of indictment against William S. Ayers for living in a State of adultery, indorsed "A True bill," W. H. Robb foreman of the grand jury" also, the following;

To the Honorable John A. Rice

Judge of the court of Common Pleas Union Co. O.

The New Grand jury of the court of Common Pleas of said County, of the November Term, 1889, beg leave to report that they have been in session one day, and herewith return to the court the indictments presented by said jury; We have carefully examined into all matters as have legitimately come to our notice having examined Ten witnesses covering Two cases and presented Two bills and ignored one case, considered by us. The business has been transacted in as expeditious a manner as possible.

Respectfully Submitted

November 20th 1889. W. H. Robb Foreman

And there being no further business for the said jury, they were finally discharged.

Wednesday November 20th A. D. 1889.

George Crandall
5638 vs
Jasper Woodworth et al

This day came the parties by their attorneys, also came the following named persons as jurors, viz; 5780

1 David Swartz 5 David Reed 9 A. H. Olds
2 Stephen Long 6 Bradley Sprague 10 William Gordon
3 L. D. Warbs 7 R. D. Finley 11 John L. Cartwell
4 Wm. H. Bonnett 8 William Lowe 12 H. H. Spain who were duly impaneled and Sworn according to law, and the said jury having heard the evidence adduced in part, this cause was continued until 8½ o'clock tommorrow. morning.

5810

Elnora A. Lombard
4870 vs
Edward B. Conklin

This day this cause came on to be heard upon the motion of plaintiff for the appointment of a Trustee for the money due Solena Snow Artisa Conklin and William Conklin and the court being fully advised in the premises does hereby appoint E. W. Porter as such trustee with full power to hold the same in trust for the benefit of the parties entitled thereto and that he be required to execute a bond to said parties not to exceed $100.00 conditioned for the faithful performance of his trust.

George Crandall
5638 vs
Jasper Woodworth et al

This day came on this cause to be heard upon the motion of said George Crandall to arest the testimony from the jury and render judgment against the validity of the will for reasons in said motion stated.

On consideration whereof the court being fully advised in the premises overrules said motion. to which ruling of the court in overruling said motion the said George Crandall then and there excepted.

Thursday November 21st A. D. 1889.

Court convened at half past eight o'clock this morning the same officers being present as on yesterday.

5780 Elizabeth Callahan vs O. B. Davis } This day this cause is settled at costs of defendant. It is therefore considered that the plaintiff recover of the defendant her costs herein taxed at $. No Record to be made,

5810 Lillie Biggs vs Joseph Biggs }

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 more than 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 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 Lillie Biggs and Joseph Biggs 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 Loyd Biggs be and the same is hereby given to the said Joseph Biggs with the privilege granted to said plaintiff to visit said Loyd Biggs at all reasonable times. and Loyd Biggs visiting said plaintiff when he may desire That the custody care, education and control of said Isacia Biggs be and the same is hereby given to the said plaintiff with the privilege granted said Joseph Biggs to visit her all reasonable times and for her to visit him when she may desire. It is further considered by the court that the said plaintiff recover from the said defendant her expended taxed to $ and that in default thereof for thirty days that execution issue therefor.

Thursday November 21st A.D. 1889.

5638 George Brandall vs Jasper Woodworth et al } This day again came the parties by their attorneys, also came the jury heretofore impaneled and sworn in this action and the trial proceeded, and the said jury having heard the Evidence in part this cause was continued until half past Eight o'clock tommorrow morning.

5830

787 The State of Ohio vs Rufus Andrews } A Nolle Prosequi, is entered herein, by order of the Court, on Motion of the prosecuting attorney

5638

Court then adjourned until Eight & half o'clock tommorrow morning

Friday November 22d A.D. 1889.

Court convened at half past Eight o'clock this morning the same officers being present as on yesterday.

5830 William P. Williams
vs
Ellen Williams

Now came the plaintiff, and the defendant having been legally summoned by publication, and having failed to appear the court find the defendant in default for answer and demurrer to said petition and find the allegations thereof are confessed by defendant 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 fraud 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 William P. Williams and Ellen Williams 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 the plaintiff pay the costs of this proceeding. And execution is awarded.

5638 George Crandall
vs
Jasper Woodworth et al

This day came the parties by their their attorneys, also came the jurors heretofore impanelled and sworn in this action and the trial proceeded, and the said jurors having heard further evidence, and the hour of adjournment having arrived this cause was continued until tommorrow morning at half past Eight o'clock.

Court then adjourned until half past Eight o'clock tommorrow morning.

Saturday November 23d A.D. 1889.

Court convened at half past Eight o'clock the same officers being present as on yesterday.

4905 A. C. Smart vs Sarah Whitley et al } 5638

This day this cause came on to be heard on the demurrer of William Whitley to the petition and the court on consideration thereof sustained the same, and it is considered by the court that the defendant William Whitley go hence without day. To which defendant Excepts.

802 State of Ohio vs C. Fred Fuller } "Obtaining goods by false pretenses" 5757

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 being fully advised in the premises it is ordered and adjudged by the court that the said defendant C. Fred. Fuller, pay a fine of Fifteen dollars and the costs of this prosecution, and Execution is awarded.

5638 George Crandall vs Jasper Woodworth et al }

This day came the parties by their attorneys also came the jury heretofore impanneled and sworn, and the said jury haveing heard further evidence, this cause was continued untie Monday November 25th 1889 at One O'clock P. M. 5410

Court then adjourned until Monday November 25th 1889 at One O'clock P. M.

Monday, November 25th A.D. 1889

Court convened at one o'clock P.M to day. The same officers being present as on Saturday.

5638 George Crandall vs Jasper Woodworth et al

This day again came the parties by their attorneys, also came the jurors heretofore impaneled and sworn, and the trial proceeded, and the said jury having heard the additional evidence, this cause was continued until 9 o'clock tommorow morning.

5757 Oliver P. Lenox & Lemuel Lenox & O. D. Browning and F. S. Hall vs Morris W. Heill, Assignee &c

This day came on this cause to be heard on the pleadings, evidence and arguments of counsel and the court being fully advised in the premises do find for the plaintiffs on the issues joined between the parties and that the equity of the case is with the plaintiffs and therefore it is considered ordered and adjudged by the court that the defendant as assignee be and he is enjoined from proceeding to collect the said judgment in said petition described against said property in said petition described, and that the defendant as said assignee pay the costs herein taxed to $

And thereupon defendant gave notice of his intention to appeal this cause to the Circuit Court and the court fix the appeal Bond at one hundred dollars.

5410 James W. Loar vs Thomas Palen et al

Cause dismissed on motion at the cost of plaintiffs without prejudice to a future action.

It is therefore considered and adjudged that the plaintiff pay the cost of this action taxed at $ and execution is awarded.

Court then adjourned until 9 o'clock tommorow morning

Tuesday November 26th A. D. 1889

Court convened at Nine Oclock this Morning, the same officers being present as on yesterday.

5638 George Crandall vs Jasper Woodworth et al } 5885

This day again came the parties by their attorneys, also came the jurors heretofore empanneled and sworn in this action, and the said jurors haveing heard the arguments of counsel in part, this cause was continued until Monday December 2d 1889 at one oclock P.M.

5884 Jacob Shunk vs W. M. Woodworth }

Now comes the plaintiff by his attorney and the defendant being in default for answer and demmurrer, 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 Four Hundred and twenty on Dollars and fifty cents including interest to the first day of this term of this court.
It is therefore considered by the court that the said plaintiff recover from the defendant the said sum of $421.50 and his costs herein expended taxed to $ and that this judgment bear interest at 6% from the first day of this term of court. 5393

Court then adjourned until Monday December 2d 1889 at one Oclock P.M.

Monday. December 2d A. D. 1889.

Court convened at one o'clock P. M. this day. His honor John A. Rice Judge presiding

5885 William Berger vs George Shepper and Margaretta Shepper

This day came the plaintiff by his attorney, and the said defendants being each in default for answer or demmurrer, this cause was submitted to the court upon the petition and the evidence; on consideration whereof the court being fully advised in the premises, finds the facts stated in said petition to be true, and that there is due from the defendants to the said plaintiff upon the petition mentioned the sum (including interest to the first day of this term of court) of three hundred and sixty six dollars and fifty cents ($366.50) and the court further finds that the said defendant Margaretta Shepper, at the time of incurring her liability, intended to and did charge her separate property and estate with the payment of the same.

It is therefore considered by the court that the plaintiff William Berger recover from the defendants George Shepper and Margaretta Shepper, the said sum of three hundred and sixty six dollars and fifty cents with interest at 7% from the first day of this term of court, and his costs herein expended; and execution is awarded against the said separate property and estate of the said defendant Margaretta Shepper therefor.

5593 Andrew Emerine vs James Wright

This day came the plaintiff, and upon his motion this cause is redocketed and the defendant being in default for answer and demmurrer and the court being advised in the premises do find that at the May term of this court 1889 the plaintiff by mistake and clerical error caused to be entered upon the journal of that court a judgment only upon the second cause of action set forth in plaintiffs petition, and not upon the first cause of action therein set forth and the court find that at said May term 1889 there was due to plaintiff upon said first cause of action the sum of $200. with the interest then accrued for which judgment ought then to have been rendered and that said sum of $200. with the interest is still wholly unpaid.

89 at- It is therefore now considered by the court that the plaintiff recover of the defendant the sum of Two hundred and Sixty three & 70/100 dollars ($263,70) as the plaintiff in his said first cause of action in his said petition hath claimed against him. This judgment to draw interest at the rate of 8% from December 1st 1889. It is ordered that the judgment rendered at said May Term of court be and remain in full force and virtue.

Monday December 2d A. D. 1889.

It being necessary for the facilitation of the business of this court to have another Petit-jury, the court ordered a Special venire be issued for the following named persons made returnable December 3d 1889. Viz;

1	A. S. Turner	5 Alf Scott	9 John Van Pearse
2	John Wiley	6 Paul Anderson	10 Jas B. Whelpley
3	William Howard	7 John T. Moore	11 C. Houston and
4	J. J. Morelock	8 Israel Slack	12 George Edwards.

5638 George Crandall vs Jasper Woodworth et al

This day came the parties by their attorneys, also came the jury heretofore empanelled & sworn in this case. the said plaintiff & defendants; the hour of adjournment having arrived this cause was continued until tommorrow morning at nine o clock 5854

804 The State of Ohio vs Addis Lewis } Indictment for Horse Stealing and Grand Larceny

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 D. W. Ayers as counsel to defend him.

Court then adjourned until 9 O clock tommorrow morning.

Tuesday December 3d A. D. 1889.

Court convened at Nine oclock this morning, the same officers being present as on yesterday.

In the Matter of the application
of the Directors of the Union County
Farmers Insurance Company to
wind up its affairs.

Ex parte

This day came the said L. H. Bechtel Receiver and made his application for extension of time to collect the claims due said company, and the court being fully advised in the premises, grant to said Receiver one year further time in which to collect the claims due the said company and wind up its affairs.

Jane Mealoney }
vs }
5854 Mary J. Conway et al }

And now this cause coming on to be heard upon the petition and the evidence, the court finds that all of the defendants have had due and legal notice of the pendency of and demand of the said petition and that they are in default for answer thereto. 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 Jane Mealoney has a legal right to the one fourth part thereof, The defendants Mary J. Conway, Elizabeth Conway and Peter J. Conway have each a legal right to the one fourth part thereof; and that the plaintiff is entitled to have partition of said estate made as prayed in her petition. It is therefore ordered adjudged and decreed that partition of said estate be made in favor of all parties in interest and Albert G. Goodwin, Martin Wetzel and ~~Milton J. Roots~~ Milo Kimble three freeholders 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 proportions of said estate to which they are severally above found entitled, and of his proceedings herein said Sheriff is ordered to make one return.

Tuesday December 3rd A. D. 1889.

5898 W. C. Fullington vs W. S. Rogers and Mary L. Rogers

3638

This day came the plaintiff by Porter and Porter 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 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 Two Thousand and Eighty four dollars and forty five cents. It is therefore considered that said plaintiff do recover of said defendants the said sum of $2084.45, 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 rights of appeal and all right to file a petition in error are waived.

799

5232 Allen Haines vs A. J. Staley

801

This day came on this cause to be heard on the motion of the defendant for judgment on the verdict; Whereupon it is considered ordered and adjudged by the court that the defendant go hence and recover of the plaintiff his costs herein expended taxed to $ -

4905 Sarah Whitley et al vs A. C. Smart

This day this cause came on to be heard on the petition of the defendant A. C. Smart, and the said Sarah Whitley, Steven Davis and Jason S. Chapman failing to answer or demur to said petition or show cause why judgment should not be taken against them as prayed for in said petition and the court being fully advised in the premises find there is due said A. C. Smart on the note described in said petition by said Sarah Whitley, Steven Davis and Jason S. Chapman the sum of $43.70 with 6% interest interest thereon from December 20th 1887. Therefore it is ordered and adjudged by the court that the said A. C. Smart recover of the said Sarah Whitley, Steven Davis and Jason S. Chapman the sum of $48.85 and his costs herein expended taxed at $ -

Tuesday December 3rd A. D. 1889

3638 George Crandall vs Jasper Woodworth et al

This day again came the parties by their attorneys, also came the jury heretofore impanelled and sworn, and the said jury having heard the conclusion of the arguments and the charge of the court, retired to their room in charge of the Sheriff for deliberation.

799 The State of Ohio vs Luther Liggett "Indictment for assault in a Menacing Manner"

The defendant having on a former day of this term entered a plea of guilty to the charge in the Indictment, appeared in open court, and being 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 adjudged by the court, that he pay the cost herein taxed at $.

801 The State of Ohio vs John St Clair Indictment for being "A Tramp"

Now 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 following named persons as jurors, To-wit:

1 Nesbit January	5 William Howard	9 John T. Moore
2 Joseph Morris	6 J. J. Moorlock	10 Israel Slack
3 A. S. Turner	7 Alf Scott	11 John Van Pearse and
4 John Wiley	8 Daniel Anderson	12 James B. Wheelsley

who were duly impanelled 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, into open court and returned the following verdict in writing signed by their foreman, to-wit; "We the jury, in this case, find the defendant John St Clair guilty, in manner and form as he stands charged in the Indictment.

J. B. Wheelsley. Foreman.

And the defendant being present 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 but what he hath already said. It is therefore adjudged by the court that the said defendant John St Clair be imprisoned and confined in the Penitentiary of this State and kept at hard labor but without any solitary confinement for the period of two years. And that he pay the costs of this prosecution, for which execution is awarded.

Tuesday December 3d A.D. 1889.

804 The State of Ohio vs Addis Lewis } Indictment for Horse Stealing and Grand Larceny

Now came the prosecuting on behalf of the State of Ohio and the defendant being brought into court in custody of the Sheriff, also came the following named persons as jurors to-wit: 5638

1 George Edwards 5 Israel Slack 9 E. P. Rogers
2 Nesbit January 6 John Van Pearse 10 J. P. Hutson
3 Joseph Norris 7 J. B. Wheepley 11 George Longbrake and
4 A. S. Turner 8 Moses Thompson 12 John W. Ford who were duly impanelled and sworn according to law, and the said jury having heard the testimony adduced in part this cause was continued until Nine o'clock tomorrow morning.

5867 Marion W. Spain vs Alice V. Spain } 5827

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 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 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 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 further 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 a divorce as prayed for. 5894

It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Marion W. Spain and Alice V. Spain 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 confided to the said Marion W. Spain exclusively but it is hereby ordered that the defendant have the privilege of visiting said children once a week on Fridays between the hours of 3 & 5 o'clock P.M. and any violation of this privilege by either party may be reported to this court.

It is further ordered that the plaintiff pay the costs of this proceeding, and execution is awarded.

Wednesday December 4th A. D. 1889.

Court convened at Nine o'clock this morning the same officers being present as on yesterday.

5638 George Crandall vs Jasper Woodworth et al

And now come the said jury into open court with their verdict in writing, signed by their foreman, and say;
" We, the jury, on the issue joined, find the paper writing here shown to us and admitted to probate in the Probate court of Union County State of Ohio, on the 18th day of October A. D. 1886 purporting to be the last will and testament of A. A. Woodworth deceased to be the valid last will and testament of the said A. A. Woodworth deceased.
December 4th 1889. A. H. Olds, Foreman.

5827 John R Taylor Guardian &c vs Delmore Snodgrass & Perry Douglass

This day this cause came on to be heard and the defendants being in default for demurrer or answer, Upon the evidence adduced the court find that there is due to the plaintiff as the guardian of Susanna Robinson the sum of $89.20 on the contract set forth in the plaintiffs petition
It is therefore considered ordered and adjudged that the plaintiff recover from the defendants Perry Douglass the said sum of $89.20 and that execution issue therefore.

5894 Nancy J. Connell now Baker vs John S. Connell

This day this cause came on to be heard upon the petition of the plaintiff the defendants being in default for answer and not desiring to answer or demmurer, having waived all right to answer or defend to the same, and the court and the court being fully advised in the premises doth grant the prayer of said petition and finds as follows to-wit;
First:- That said John S. Connell had violated the terms of all the agreements to said petition attached and had thereby forfeited all rights under said agreements A- B & C as set out and attached to said petition. The court therefore finds that the plaintiff ought to and has a right to have said deed and agreement set aside.
It is therefore ordered and adjudged that said deeds and agreements thereto attached and refered thereto be and the same is set aside and held for naught and all rights thereunder cancelled and that all right title and interest therein to reinvest in and pass to said Nancy J Connell now Baker. under and by virtue of the findings herein.
It is also further adjudged by the court that the plaintiff pay the costs herein taxed at $

Wednesday December 4th A.D. 1889.

804 The State of Ohio vs Addis Lewis } Indictment for Horse Stealing & Grand Larceny.

Now come 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 and sworn, and the said jury having heard the remaining evidence adduced, the arguments of counsel and the charge of the court, retired to their room in charge of of the Sheriff for deliberation, Afterward the said jury appeared in open court, with their verdict in writing signed by their Foreman, and say, to-

" We, the jury in this case, find the defendant Addis Lewis "Guilty" in manner and form as he stands charged in the first Count of the indictment, and assess the value of the property stolen at the sum of $ 50.00

And we also find the said defendant guilty in manner and form as he stands charged in the second count of the Indictment, and we assess the value of the property stolen at the sum of $ 70.00 - A. S. Turner. Foreman.

and the said defendant was remanded to the custody of the Sheriff for sentence.

5622 Sarah Cook vs John Cunningham }

This day came on this cause to be heard upon the motion for new trial, Whereupon the court overruled said motion. And thereupon it is considered ordered and adjudged by the court that the plaintiff recover of the defendant her costs herein expended taxed to $ To all of which the defendant excepts.

Court then adjourned until nine o clock tommorrow morning

804

5874

Thursday December 5th A.D. 1889-

Court convened at 9 Oclock this morning the same officers being present as on yesterday-

804 The State of Ohio vs Addis Lewis } Indictment-for Horse Stealing and Grand Larceny-

The defendant-herein having been heretofore convicted of Horse Stealing and Grand Larceny was this day brought into Court in custody of the Sheriff, and informed 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 adjudged by the court that the said defendant Addis Lewis be imprisoned and confined in the penitentiary of this State and kept at hard labor, but without any solitary confinement for the period of Two years, and that he pay the costs of this prosecution, for which Execution is awarded. And it is further ordered by the court that D. W. Ayres be allowed Twenty-five dollars attorney fee for defending the defendant in this case-

5874 The Peoples Bank vs Richard H. Body, Alice Body and Michael Body }

This day came on this cause to be heard by the court and the defendants being in default, the plaintiffs waived the trial by jury and submitted this cause to the court. Whereupon the court find there is due plaintiffs from the defendants the sum of Eleven hundred and Seventeen dollars and thirty one cents Dec 4th 1889 with 8 per cent interest-

It is therefore considered ordered and adjudged by the court that the plaintiffs recover of said defendants said sum of $ 1117 31 and their costs herein expended taxed to $

And it appearing that said Michael Body is Surety on said note for Richard H. Body and Alice Body it is ordered and adjudged by the court that the property of said principal debtors be first exhausted before levy is made on the property of said Surety and in case the said Surety pays said judgment that he be subrogated in the stead of plaintiffs with same right to collect as plaintiffs have-

Thursday December 5th A.D. 1889

5899 V. T. Hills & Co
vs
Praul Bros &
Peter Praul

This day came the plaintiffs by J. W. Robinson and filed their petition against said defendants, and thereupon John M. Brodrick an attorney of record 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 ~~by~~ with the clerk thereof, appeared in open court - in behalf of the said defendants waived the issueing and service of process, entered the appearance of said defendants herein, and acknowledging 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 Seven hundred and Sixty five and 65/100 dollars, bearing interest at 8% per annum, and that said plaintiffs ought to recover of said defendants a judgment for that sum.

It is therefore considered by the court here that the said V. T. Hills & Co plaintiffs do recover of the said Praul Bros and Peter Praul defendants the sum of Seven Hundred and Sixty five & 65/100 dollars so confessed, as aforesaid with interest from December 1st 1889 at 8% per annum, and also costs in this behalf expended taxed to $ And by virtue of said warrant of attorney all errors in this action, judgment and proceeding and all proceedings, petitions and writs of error thereon are by said defendants waived and relased.

5793

5793

803 The State of Ohio
vs
William G. Ayers
Indictment for "Adultery."

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 it is ordered and adjudged by the court that the said William G. Ayers pay a fine of one dollar, and the costs herein expended and that he be imprisoned in the county jail for the term of five days.

Thursday December 5th A.D. 1889.

Flora Hatcher et al }
5793 vs }
Robert McEntire et al }

This day this cause came on to heard upon motion of plaintiffs for the appointment by the court of a guardian ad litem for the minor defendants, Flora Griffith and Lilly Griffith whereupon the court appointed E.E. Cole as such guardian who in open court accepted said appointment.

Flora Hatcher Rosa Sanner
and Alice McEntire }
5793 vs }
Robert McEntire William McEntire }
John McEntire Martha McEntire }
Lucinda Wright Hannah Clark }
and Flora Griffith and Lilly Griffith }

And now comes this cause on to be heard on the petition of the plaintiffs and the answer of the defendants Robert McEntire William McEntire John McEntire, Martha McEntire Lucinda Wright and Hannah Clark and the answer of the minor defendants Flora Griffith and Lilly Griffith by their guardian ad litem E.E. Cole and the evidence The court find that all of the defendants had due & legal notice of the demand in the petition.

Hereupon the court further find that the plaintiffs and defendants hereinafter mentioned are tenants in common in the estate described in the petition and the said Martha McEntire widow is entitled to dower therein and that subject to said right of dower, the plaintiffs Flora Hatcher Rosa Sanner and Alice McEntire are entitled to the one seventh part thereof to be set off to them jointly and that the defendants Robert McEntire William McEntire John McEntire Lucinda Wright and Hannah Clark are each entitled to the one seventh part thereof and the defendants Flora and Lilly Griffith are entitled to the one seventh part thereof jointly and that the plaintiffs are entitled to have partition made of said premises as prayed for in their petition.

It is therefore ordered adjudged and decreed that partition of said premises be made, and that dower therein be assigned to the said Martha McEntire and that L. D. Wright Arnon Davis and A. S. Three judicious and disinterested free holders of the vicinity are hereby appointed commissioners to make and set off the same. And it is ordered that if said estate entire and cannot in the judgment of the said commissioners be divided by meets & bounds as above ordered without manifest injury to said estate that the dower of Martha McEntire be assigned as of one third part of the rents issues and profits thereof and that said estate be appraised subject to such dower interest also free of said dower, And it is ordered that a writ of partition issue to the sheriff of said county of union commanding him that by the oaths of the commissioners above named he cause to be

Thursday December 5th A. D. 1889-

set off and divided to each of the above named parties the part and proportion of said estate to which they are hereinbefore severally found entitled, and also cause to be set off and assigned in manner as above ordered the dower of said Martha McCurtire and of his proceedings herein the said Sheriff is ordered to make due return-

Thereupon defendants gave notice of their intention to appeal this case to the circuit court of said county and the court fixed the amount of the appeal bond at $100.00 5433

Daniel G. Belville
5803 vs
Amanda M. Belville

This day this cause came on to be heard and thereupon defendant asked leave to with-draw her answer herein and the plaintiff asked leave to withdraw his reply herein, both of which requests were granted by the court; and thereupon this cause came on for hearing on the petition of the plaintiff, and the evidence, and the court find that the defendant had been duly served with summons and that the allegations of the petition were true in all respects, and that the defendant has been guilty of gross neglect of duty as alleged in said petition; It is therefore considered ordered and adjudged by the court that the marriage contract heretofore existing between the said Daniel G. Belville and Amanda M. Belville be, and the same hereby is dissolved, and both parties are released from the obligations of the same. And the court further finding that the plaintiff Daniel G. Belville has paid to said defendant Amanda M. Belville the sum of one hundred and seventy five dollars in full of her alimony and of all her rights, claims and demands of dower in and to all the real estate of the said plaintiff whether held by legal or equitable title, or in possession, or expectancy, 5871

It is therefore further considered, ordered and adjudged by the court that the said defendant, Amanda M. Belville, be, and she hereby is, forever barred from and to all right, claim, interest and demand of dower in and to all the real estate of said plaintiff and especially to the 71 4/5 acres in U. M. Survey No 4075 conveyed to said Daniel G. Belville by Mathias Smith and wife by deed dated April 16th 1881 and recorded in Vol 49 page 376 of the records of deeds of Union county, Ohio; and also the interest of said Daniel G. Belville as heir of Nicholas Belville deceased, in the 95¼ acres in U. M. Survey Nos 5390 and 5497 of which the said Nicholas Belville died seized, said premises having been conveyed to said Nicholas Belville under the name of Nicholas Belveal- It is further ordered that the said plaintiff pay the costs herein taxed to $

Marysville Ohio December 9th 1889

Copy of Receipt

Received of Daniel G. Belville the above named plaintiff the sum of one hundred and seventy five dollars in full of the alimony and dower as set forth in the foregoing entry-

J. W. Robinson Attorney for Deft-
Amanda M. Belville.

Court then adjourned until half past eight o'clock tommorrow morning.

Friday December 6th A.D. 1889.

Court convened at half past Eight o'clock this morning the same officers being present as on yesterday.

5433 H. M. Haines vs C. Aultman & Co

This day came the parties by their attorneys, and came the following named persons as jurors, to-wit:

1 Joseph Norris
2 Stephen Leong
3 W. H. Bonnett
4 David Rea
5 Bradley Sprague
6 R. D. Finley
7 William Lowe
8 A. H. Olds
9 William Jordon
10 John T. Bartmell
11 John W. Ford
12 George Edwards, who were empaneled and sworn according to law, and the trial proceeded, and the said jury having heard the evidence adduced, the arguments of counsel and charge of the court, retired to their room in charge of the Sheriff for deliberation.

And now comes 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 defendant at the sum of $141.50

W. J. Lowe, Foreman.

5871 Katherine Snodgrass vs Katie Pollitt

This day this cause came on to be heard, and the defendant being in default for answer and demurrer, the court find that the allegations of the petition are confessed by her to be true and that there is due from the said defendant to said plaintiff the sum of one hundred and eight and 04/100 dollars with interest at 6 per cent from Nov 4 1889. It is therefore considered and adjudged by the court that the plaintiff do recover defendant said sum of $108.04 with interest at six per cent from Nov 4th 1889 and her costs herein taxed to $ and execution is awarded therefor.

The court further find that said defendant duly executed and delivered the mortgage in said petition set forth to secure the payment of said promissory note on the premises therein described and that the condition of defeasance therein contained has been broken.

It is therefore considered ordered and decreed by the court that unless said defendant shall within ten days from the entry of this decree pay or cause to be paid to said plaintiff said sum so found due, and to the clerk of this court said costs above named, that an order issue to the Sheriff of this county commanding him to appraise advertise and sell said premises as upon execution and bring the proceeds into court for distribution.

Friday December 6th A. D. 1889

5866 W. T. Wood
vs
Leonora Adams

This cause now coming on for hearing on the petition and the evidence the court find that that defendant Leonora Adams 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 plaintiff from the defendant Leonora Adams on the promissory note set forth in the petition with interest to the first day of this term the sum of One hundred and thirty Eight 60/100 dollars. ($138.60).

The court further find that in order to secure the payment of said note the defendant Leonora Adams executed and delivered to said W. T. Wood the plaintiff, her certain Mortgage as in the petition described and on the premises therein described, that said Mortgage was duly recorded in book 27 page 367 of the record of Mortgages of Union County and is 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 hundred thirty Eight & 60/100 dollars with interest at 8% per annum payable annually from Nov 4th 1889 and his costs herein expended,

And it is further ordered and decreed that unless the defendant Leonora Adams 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 from the 4th day of November 1889 at 8% per annum payable annually 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.

Appointment of Committe to Examine Commissioners Report.

5875 This day the court appointed John M. Brodrick and John T. Cartwell with the prosecuting, Edward W. Porter as a committe to examine the report of the Commissioners according to the Statute in such Made and provided,

Friday December 6th A.D. 1889.

3875 Elizabeth Dickinson
vs
Winget Harriman et al

This day came the plaintiff by her attorney and the defendants Winget Harriman and Martha J. Harriman his wife being in default for answer and demurrer the court find that they have waived the issuing and service of process and entered their appearance herein and the allegations of the petition are confessed by them to be true and that there is due the plaintiff from said Winget Harriman on said note the sum of ($1500.00) Fifteen hundred dollars with 8% interest from August 17th 1887. payable annually.

It is therefore considered by the court that the plaintiff recover of said defendant Winget Harriman the sum of ($1779.52) with interest thereon at 8% payable annually from the first day of this term and costs taxed to $

The court also find that to secure the payment of said note, said defendants Winget Harriman and his wife Martha J. Harriman executed and delivered to plaintiff their mortgage and as stated in the petition and upon the premises described in the petition and that said Martha J. Harriman released her right of dower therein and that said Mortgage was filed for record and recorded as in the petition stated in Vol 21 page 40 of union county record of Mortgages and that said Mortgage is the first and best lien on the premises described in said Mortgage and in the petition, and that the conditions of defeasance has been broken and plaintiff is entitled to have defendants equity of redemption foreclosed as prayed for.

It is further ordered and decreed by the court that unless the defendant Winget Harriman 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 the amount so found due plaintiff with 8% interest as herein stated That said Mortgage be foreclosed and said premises shall be sold and an order of sale shall issue from this court to the sheriff of union county commanding him to appraise, advertise and sell said premises as upon execution and bring the proceeds into this court for further order.

The court also find that the following defendants have waived the issuing and service of process and entered their appearance herein to wit; Amy Sonle L. A. Conrad, W. H. Lyons, Winget Harriman, Martha J. Harriman, The Mansfield Buggy Company. The McCormick Harvesting Machine Company. Reeves & Company. John Marley. E. S. Allen. Timothy Fahey. William Burgner & Son and Bank of Richwood. and that the defendant A. H. Vance, was duly served with summons and acknowledged service of the same. And as to the question of priority of the liens of all of said defendants, if any they have this cause is continued.

Court then adjourned until Tuesday December 10th 1889 at one o clock P. M.

Tuesday December 10th A. D. 1889.

Court convened at one clock P. M. this day. His honor John A. Price Judge presiding.

5877 C. W. Marshall
vs
Martie Connor et al

This day come the plaintiff by his attorneys and the defendant Martie Connor still failing to answer or demmurer to said petition, and the court being fully advised in the premises find that there is due to the plaintiff from the said Martie Conner on the promissory note described in said petition the sum of Twenty-Eight-hundred and fifty one & 20/100 dollars ($2851.20) as the plaintiff hatte claimed in his petition, It is therefore adjudged and considered by the court that the plaintiff recover of said Martie Connor said sum of $2851.20 so found due and also his costs herein expended taxed at $ - Said judgement to draw interest at 8% from December 8th 1889. and it is further ordered and adjudged that in case the said Martie Connor fails for three days from December 8th 1889 to pay to plaintiff the said sum of Twenty Eight-hundred and fifty One & 20/100 Dollars with costs of suit an order issue to the Sheriff of this county commanding him to cause the lands and described in plaintiffs petition to be appraised, advertised and sold according to law and apply the proceeds of said sale in satisfaction of said sum so found due with costs of suit; and the balance of said proceeds be retained by the Sheriff subject to the future order of the Court.

Tuesday December 10th A. D. 1889.

Price

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emmer
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5849 Hough C. Stewart
vs
Rebecca S. Stewart et al

This day this cause come on for hearing upon the return of the Sheriff and the commissioners heretofore appointed herein and on the motion to confirm the same and it appearing that said real estate cannot be divided by Metes and bounds without manifest injury to the value thereof and said commissioners having assigned dower to the said Rebecca S. Stewart by Metes and bounds as commanded in said writ, Made and returned their appraisement of said premises as follows, to-wit; The said tract described as containing 240½ acres subject to said dower at $7920. and the same tract free from said dower at $9600. The tract described as containing 157¾ acres subject to said dower at $5000- and free from dower at $6050- The tract described as containing 63 acres and the tract described as containing 89 135/160 acres less said 65 acres sold from the same and estimated as containing together about 95 ~~acres~~ in said return subject to said dower at $2350- and free from said dower at $2850. and 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 the court further find that the said Rebecca S. Stewart has filed her answer waiving her dower by Metes and bounds and asking that in lieu thereof its value be paid her in money and consenting that said premises be sold free from her said dower, and neither of said parties electing to take said premises at their appraised value. It is ordered that said premises be sold free from the Dower of said Rebecca S. Stewart at public auction according to law; and that an order issue to the Sheriff of Union County commanding him to advertise and so sell said premises on the following terms to-wit: one third cash on day of sale, one third in one year, and one third in two years thereafter with interest secured by Mortgage on the premises sold- and the Sheriff is authorized and required to sell said premises in parcels or otherwise as will be for the best interest of said estate and if necessary said Sheriff is authorized to call upon a Surveyor to have said premises so surveyed as will enable the Sheriff to sell said premises to the best advantage, and that said Sheriff make return of his proceedings herein to this court without unnecessary delay-

Union County

To R. McCrory, Clerk Dr

To transcribing Journal No 6, pages at 40c each — $46.40
Indexing 258 cases at 4c each — — — — — 10.32
Total — — — $56.40

December 10th 1889. The foregoing account is approved and ordered to be paid. The Auditor of Union County will draw his Warrant on the Treasurer of said county in favor of R. McCrory Clerk for said sum of $56.40

John A. Price
Judge of Common Pleas Court.

Tuesday December 10th A.D. 1889.

Cordelia J. Dewitt }
5887 vs }
J. T. Gregg & C. G. Rhoads }

Now come 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 them to be true and that they are indebted to the plaintiff in the sum of one hundred and Sixty & 80/100 dollars.

It is therefore considered by the court that the plaintiff Cordelia J. Dewitt recover from the defendants J. T. Gregg & C. G. Rhoads the said sum of $160.80 and her costs herein expended.

Jane Maloney }
5854 vs }
Mary J. Conway }

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 to-wit; in the sum of Five hundred and fifty dollars 5876
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 the appraised value, on motion of the plaintiff, it is ordered that said premises be sold at public auction and that an order issue therefor to the Sheriff of Union County and that said Sheriff return his proceedings to this court without unnecessary delay.

Wednesday, December 11th A.D. 1889.

Court convened at 9 oclock this morning the same officers being present as on yesterday.

The Sheriff is ordered to procure three dozen new chairs for the court room and to present the bill for same with a copy of this order to the commissioners of this county for allowance.

December 11, 1889

John Price
Judge of Common Pleas Court.

The Court this day appoints John M. Brodrick and E. E. Cole Esqrs to examine the court papers now being collected and arranged by the Clerk of this court of the former adjudications of this court; and to direct which of the unrecorded files of general interest or pertaining to the title of any lands in this county shall be by said Clerk recorded on the records of this court and to report to this court at a future time the compensation which the clerk should receive for his services hereunder and for the collection and arrangement of said papers.

December 11th 1889.

John A. Price
Judge of Common Pleas Court.

5876 Henry Lee
vs
John M. Lee admr et al

This cause now coming on for hearing on the petition of the petition of the plaintiff and the evidence the court find that the defendant John M. Lee, as administrator of the estate of John J. McKelvey, Margaret McKelvey Rachel J. Perkins, John Perkins, Matilda Warner and A. M. Scott have waived the issue and service of summons and have entered their appearance herein and that they are each in default for answer and demurer 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 John M Lee admr as aforesaid on the promissory note set forth in the petition, with interest to the date of this decree (Dec 10th 1889) the sum of Three hundred and twenty-Eight & 26/100 Dollars. The court further find that in order to secure the payment of said promissory note the defendants John J. McKelvey and Margaret McKelvey his wife executed and delivered to the said Henry Lee the plaintiff their certain Mortgage as in the petition described; that said Mortgage was duly recorded in Book No. 25. Page 390 of the records of Mortgages in said county, and is a good and valid lien on the premises described in the petition and that the conditions in said Mortgage haven been broken, It is therefore adjudged and decreed by the court that unless the defendant John M. Lee as administrator as aforesaid or Rachel J Perkins 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 the 10th day of December 1889. 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.

Wednesday December 11th A. D. 1889

5857 Leonora Boyd
vs
Joseph Boyd

This day this cause came on to be heard on Motion of plaintiff for Alimony pendentelitem was submitted to the court; On consideration whereof granted said Motion and ordered the defendant to pay to the plaintiff or her attorney the sum of $25.00.

It is therefore considered, ordered and adjudged that the plaintiff recover of the defendant the said sum of $25.00 and that Execution issue therefor after December 14th 1889.

5793 Flora Heatcher Rosa Tanner & Alice McEntire
vs
Martha McEntire Robert McEntire
William D. McEntire John M. McEntire
Hannah Clark Lucinda Wright Flora & Lilly Griffith

This day came this cause again to be heard on motion to the court by the plaintiffs and upon producing the return of the Sheriff and the report of the 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 therefore ordered and decreed that the said Martha McEntire have and possess the lands so assigned to her as and for her reasonable dower in said premises, And that the other of said parties hold in Severality the parts and premises so set off and assigned to them respectively, and to the defendants Flora and Lilly Griffith the part assigned to them jointly and to the plaintiffs the part and premises assigned to them jointly 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 $75.00 to P. R. Kerr for services herein taxed at $ _ to be paid by the parties herein in the following proportions to-wit; by the plaintiffs jointly one Seventh part thereof. by the defendant Robert McEntire one Seventh part. by William D. McEntire one Seventh part; by John McEntire one Seventh part by Hannah Clark one Seventh part; by Lucinda Wright one Seventh part and by defendants Flora & Lilly Griffith jointly one seventh part thereof. and in default of payment that Execution issue against any party failing to pay for this respective parts.

Court then adjourned until 9 o clock tommorrow. Morning.

Thursday December 12th A. D. 1889.

Court convened at Nine o'clock this morning the same officers being present as on yesterday

5755 Belle Davis vs Charles Perry

This day leave was granted the plaintiff herein to file petition by Jan 1st 1889.

5869 C. H. Dort vs Douglas Sherwood

This day this cause came on to be heard on the motion of the plaintiff to dismiss the above entitled case. On consideration thereof the same is dismissed and ordered stricken from the docket at the costs of the defendant.

It is therefore considered ordered and adjudged that the plaintiff recover as such supervisor his costs herein taxed to $

5576 William M. Haines Guardian &c vs Jesse Shirk

This cause now coming on for hearing on the motion of the defendant for a new trial, the court on consideration, overrules the same.

It is therefore considered by the court that the said William M Haines Guardian recover from the said Jesse Shirk the said sum of $108.50 as heretofore found due him, together with his costs herein expended.

5433 H. M. Haines vs C. Aultman & Co

This cause now coming on for hearing on the motion of the defendant for a new trial, the court on consideration, overrules the same.

It is therefore considered by the court that the said H. M. Haines recover from said C. Aultman & Co said sum of $141.50 as heretofore found due him together with his costs herein expended. To all of which the defendant by its attorney excepted.

5829 Elizabeth Stewart vs Enoch Stewart

This day this cause came on to be heard, and by agreement of the parties hereto was settled, it is therefore considered by the court that this cause be dismissed, and that each party pay ½ the costs,

Thursday December 12th A. D. 1889.

5890 Walter Brown
vs
George Caldwell et-al

This day came the plaintiff by his attorneys and the said defendants still failing to answer or demurer to said petition it is considered that the plaintiff ought to recover of the defendant George Caldwell the sum of Nine thousand Eight hundred and twenty-five and 05/100 Dollars as the plaintiff in his petition hath claimed to be his due from the said George Caldwell on the notes in said petition described.

It is therefore considered by said court that the said plaintiff recover of the said defendant George Caldwell the said sum of $9825.05. and also his costs in this behalf expended taxed at $

It is further ordered and adjudged that in case the said defendant for ten days to pay to plaintiff said sum of $9825.05. so as aforesaid found due with the costs of suit, that the premises described in plaintiffs petition be sold to pay said indebtedness and that an order issue to the Sheriff of said county of union 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 said sale to the satisfaction of said sum so found due with costs of suit, and it is ordered that said sum draw interest as follows, from the first day of December 1889. To-wit: $5.699.71 at seven per cent and $4.125.34. to draw interest at Eight per cent.

By agreement the collection of this judgment and order is stayed for 4 months from this date Dec 12th and in consideration of said stay the assignee of said Caldwell agree to charge no fees expenses or costs in this case as against plaintiffs judgment and order. It is ordered that sale be made for 1/3 cash on day of sale, 1/3 in one year 1/3 in two years with interest on defered payment to be secured by mortgage on the premises sold, and may sell in parcels if more money can be thereby obtained.

5501 J. M. Dunn
vs
H. J. Yoder et-al

Now comes the plaintiff and dismisses this action at his own cost without prejudice to a new action.

It is therefore considered and adjudged by the court that the plaintiff pay the cost of this action taxed to $ -

5823 Sarah Decker
vs
James Decker

Now comes the plaintiff and dismisses this action at her own cost. It is therefore considered and adjudged that the plaintiff pay the cost of this action taxed to $ & Execution is awarded.

Court then adjourned until one o'clock P. M tomorrow.

5667

Friday December 13th A. D. 1889.

Court convened at one o'clock P. M. today the same officers being present as on yesterday.

5667 M. S. Sanford et al
vs
W. H. Richards et als

This day came on this cause to be heard by the court the parties having waived a trial by jury and the parties having requested the court to make a special finding as to the facts as well as the law, and the cause having been heard on the evidence, the court find the following facts to wit:

1. Phillip Plummer held the fee simple title to the two lots (2) described in the petition.
2. He is dead and the plaintiffs now hold all the title to said lots that he held at the time of his decease.
3. The lots in question were used from 1833 to 1869. as a public burying ground, This was done with the full knowledge and consent of Philip Plummer in his life time, he having been frequently present there at funerals and having declared that he had given the lots for a cemetery
4. There has been no interment in the cemetery since 1869. and some of the bodies buried there before that time have been removed to other cemeteries. The larger number of bodies, however, have not been removed and the graves still there are scattered over about three fourths (3/4) of the two (2) lots.
5. In 1882 the Trustees of the Township in which the lots are located gave a written lease to the defendants to erect a church building on said lots upon the conditions stated in the lease of which the following is a copy.

This article of agreement made this third day of April A. D. 1882. between the Trustees of Claibourne township union county Ohio of the first part, and the Trustees of the first regular Baptist church of Richwood union county Ohio of the second part, Stipulates that the party of the first part so far as they have the right, do hereby lease the old Richwood burying ground, on Pt Lots Nos 29 and 30 in the village of Richwood O. to the party of the second part for the term of Ninety Nine years as a site upon which to erect a church building to be used as a house of worship by said church society.
The party of the second part bind themselves to fulfil the following; To pay one dollar in money into the Treasury of Claibourne township and the further consideration of building and keeping in repair a good and substantial fence enclosing said lots, and to at all times keep said lots in such condition that they, the lots, shall be a credit to all parties interested in the same, To the above the party of the second part bind their successors in office; and if at anytime the said church building shall cease to be used as a house of worship by said Baptist society, then the same shall become the property of Claibourne township absolutely the same as though it had been built and occupied by said township from the first.
In consideration of the fulfillement of the above stipulations by the

Friday December 13 A D 1889.

party of the second part; the party of the first-part do hereby bind their Successors in office so far as they have the right-to make this lease good to said Society.

Witness our hands and seals this Third day of April A.D. 1882.

W. H. Richards } Trustees first-
E. P. Langstaff } Regular Baptist Church
A. M. Trickey } Richwood O.

S. M. Blake }
J. M. Martin } Trustees of
Asa Langstaff } Claibourne Township

6- For sometime prior to the Erection of the Church building the lots had been permitted to grow up in weeds and under brush- Since the erection of the church, they have been cleaned up and kept-in a decent-and and orderly condition-

"Conclusion of Law"

II- Upon the foregoing facts I find, that-Phillip Plumner dedicated the said Lots to public use for a burying ground; and that-he in his lifetime was, and those claiming through and under him since his death are Estopped from asserting any claim to the possession of said premises.

Thereupon it-is considered ordered and adjudged by the court that the defendants go hence and recover of the plaintiffs their costs herein taxed to $ Whereupon the plaintiffs filed their motion for a new trial which was overruled by the court-to which ruling and proceedings and judgment-the plaintiff Except=

5850

5792 Ada A. Hornburgh et-al }
vs }
Wm L. Hopkins et-al }

5795

This day this cause came on to be heard upon the demmurer to the answer of William L. Smith one of the defendants herein as the Executor of the last-will and testament of Lucinda J. Hopkins dec and was argued by counsel. Whereupon it-is considered and adjudged by the court-that-said demmurer be and the same is overruled-

5806 James Williams }
vs }
John Valeroth }

5760

This day this cause came on to be heard on the demmurer to the answer and the court-being fully advised sustained said demmurer, and it-is ordered by the court-that-the defendant-file an amended answer within 30 days from December 13th 1889. To which ruling of the court the defendant-Except=

Friday December 13 AD 1889.

5850 V. T. Collier & son
vs
C. J. Monroe et al

This day came on this cause to be heard on the demurrer to the answer of M. W. Hill (the reply having been withdrawn) and thereupon said demurrer was sustained by the court: and the court having heard the evidence in proof of the allegations of the petition, find the allegations of the petition to be true; and there is found to be due the plaintiffs from said C. J. Monroe the sum of Ninety three 57/100 dollars which the court find to be a Mechanics lien on said premises in the petition described from February 27th 1889 when the labor began to be performed in the construction of said tile shed on said premises, and therefore it is considered ordered and decreed by the court that if said defendants fail for ten days to pay said $93.57 and interest from date and costs that an order of sale to the Sheriff commanding him to appraise advertise and sell said premises according to law and bring the proceeds into court for distribution. And thereupon M. W. Hill asked and obtained leave of the court to file his amended answer as to his claim of a lien on said premises and his rights under his ~~lease~~ for said premises in thirty days, and leave is given plaintiffs to bring any other lien holders as defendants if any there be by due process of law and this cause is continued as to all matters not adjudicated. The defendant M. W. Hill, excepts to the Ruling of the Court in sustaining the demurrer to his answer.

5795 Jacob Artz
vs
John E. Harriman

This day this cause came on to be heard on the demurrer of the defendant to the petition, was argued by counsel and the court being fully advised in the premises overruled said demurrer, and leave was given defendant to answer in 30 days. Defendant Excepts, & cause continued

5760 S. Garwood
vs
L. J. Taylor et al

This cause came on to be heard on the demurrer of the plaintiff to the answer filed herein and was argued by Counsel, and the court being advised in the premises overruled the same. To which ruling the ~~defendant~~ plaintiff then and there Excepted. Leave was granted plaintiff to file Reply within 30 days.

Friday December 13th A.D. 1889.

Eli P. Rogers }
5856 vs }
Luther Liggett }

This day this cause came on to be heard on the demurrer of defendant, to the petition filed herein and was argued by counsel and the court being fully advised in the premises overruled the same to which the defendant then and there Excepted. and leave was given to defendant to file answer within thirty days.

To Honorable John A. Price Judge
Union County

Dr To Thomas Martin as Sheriff of said County.
Annual allowance $300.00 allowed by Law See Section 1281 Revised Statutes of Ohio Dated December 10th 1889.

Thomas Martin, Sheriff.

Dec 13th/89

Approved and Allowed.

John A. Price - Judge

Marysville Ohio Dec 13th 1889

To Honorable John A. Price Judge.
Union County. To Thomas Martin Sheriff Dr

To E. P. Houghton baliff attending court - 32 days	64.00
" J. W. Lawrence baliff attending court 32 days	64.00
" Serving 2 Venirs for 2 Grand juries $4.50 ea	9.00
" Serving 2 Venirs for Special juries	9.00
" Serving Veni for Petit - jury	4.50
" Requesting one Special jury not to attend	4.50
" Serving 61 Grand jury Witnesses	6.10
" Making 62 Copies for Grand jury Witnesses	6.20
" 792 Miles travel for Grand jury Witnesses	63.36
	$ 230.66
	231.16

I hereby certify the above bill to be correct.

Thomas Martin Sheriff Union Co

The above bill is approved and ordered paid
Dec 13th 1889.

John A. Price
Judge

Friday December 13th A.D. 1889.

The following Copy of the proceedings, and resolutions adopted by the Bar of this court were ordered by Hon John A. Price Judge, to be Spread upon the Journal of this Court.

Marysville Ohio October 12th 1889.

The Members of the bar of Union county assembled at the court-room of the Probate Court in the court-house on the 14th day of October 1889 at Nine o'clock A.M. to take Suitable action in regard to the death of Henry J. King an attorney at said bar, whose death occured on the 12th instant, at Marysville, Ohio.

On motion John B. Coats was elected Chairman of the Meeting and E. E. Cole, Secretary. The Chairman Stated the object of the Meeting, and it was moved that a Committe of three be appointed by the chairman to prepare resolutions expressing the Sorrow of this Bar over the death of Henry J. King, which motion was unanimously adopted, and the Chairman appointed E. E. Cole J. L. Cameron and A. H. Kellerath as such Committe.

The Committe reported the following resolutions which were unanimously adopted.

Resolved. That in the death of Henry J. King, the bar of Union County has lost a valuable Member, and the country an honored and respected citizen; that those will deplore him most who knew him best; and that we will always hold in affectionate remembrance his genial nature, his honorable character and his upright and useful life as a citizen and attorney and as a man who loved to accommodate his neighbor and to be just and kind in every relation of life.

Resolved. That we tender the family of the deceased our heart felt sympathy and that as a token of respect to his Memory and character we will attend his funeral in a body.

Resolved. That at the ensuening term of the Common Pleas Court of this County, a time be set apart for a Memorial Service of the deceased, at which time Court and bar can give fitting Expression to their bereavement.

Resolved. That the Chairman of this Meeting be and he is hereby requested to have these proceedings and resolutions Spread upon the Journal of the Common pleas Court, and that he furnish a copy thereof to the family of the deceased and the Press of the county.

Union County, in account with W. S. Smith for feeding Jurymen, Nov 19th Suppers, $8.00, Dec 3d Dinner $8.00 Dec 3. Supper, $8.00, Dec 4th Breakfast $8.00 Total $34.00

correct - Thomas Martin, Sheriff

Dec 13th 1889 approved and allowed,

John A Price Judge

attest W. McCrory clerk

Friday December 13th A.D. 1889.

5849 Hugh C. Stewart
vs
Alexander Stewart et al

This day this cause came on to be heard on the answer and cross petition of Wm H. Perkins and the evidence, and the court being advised in the matter find that the said defendant Alexander Stewart was duly notified and that he is in default for answer and demmurer and that he therefore confesses the same to be true. and the court find that there is due the said Wm H Perkins from the said defendant Alexander Stewart the sum of Two hundred and fifty Eight + 15/100 dollars and costs taxed at $ to the date of this decree. And the court further find that said judgment is a good and valid lien against the distributive share of the said Alexander Stewart; and it is further ordered that the Sheriff pay to the said Wm H. Perkins the said sum of Two hundred fifty Eight + 15/100 dollars including said costs as aforesaid so found due to Wm H. Perkins out of the distributive share of the said Alexander Stewart in the above Entitled case according to the priority of said claim.

5612

5667

4073

5861 A. B. Robinson Assignee &c
vs
W. S. Peck & Co et al

By agreement of parties this cause is dismissed without prejudice and costs paid. No Record.

4051

5879 B. Belman & Co et al
vs
W. S. Peck Bro & Co et al

By agreement of parties this cause is dismissed and costs paid. No Record.

5755

5638 George Crandall
vs
Jasper Woodworth et al

The jury in this case having on a former day of this term rendered a verdict for the defendants the contestees. and the plaintiff having filed a motion asking the court set aside said verdict and to grant a new trial in said case, and this cause comming on to be heard upon said motion for a new trial, the court being fully advised in the premises do overrule said motion, to which ruling judgment and decision the plaintiff then and there excepted. It is therefore in accordance with said verdict adjudged by the court that the paper writing produced by the defendants in this case and offered by them in evidence under the statute purporting to be the last will and testament of the said A. A. Woodworth deceased is his valid last will and testament. To which descision and judgment plaintiff excepted.

Thereupon court adjourned until January 7th 1890 at one clock P. M.

Tuesday January 7th A. D. 1890

Court convened at one o'clock P. M. pursuant to adjournment his Honor John A Price Judge, presiding.

5612 Henry Rockey
vs
W. E. Coperider et al

On Motion the plaintiff has leave to plead to the answer of the defendants in the 30th days from this time.

5667 M. S. Sanford et al
vs
Baptist Church et al

And now come the Plaintiffs and present their bill of Exceptions which is allowed signed sealed and ordered to be made a part of the record.

4073 Union Biblical Seminary
vs
Stephen Cranston Admr

Leave is given the plaintiff to file reply instanter and same filed.

4051 Daniel R. Miller for use &c
vs
Stephen Cranston admr

Leave given the plaintiff to file reply instanter and same filed.

5755 Belle Davis
vs
Charles Perry

This day this cause come on to be heard and the plaintiff being in default for pleading it is ordered that this case be dismissed without prejudice to a new action at the costs of plaintiff taxed to $

Tuesday January A D 1890

5912 The Farmers Bank
vs
William McIlcahy
Levi Holder 3rd Milo Hembalt

This day came the came the plaintiff by its Attorney; also came Burnham Bates an attorney at-law of this court on behalf of the defendants and by virtue of a warrant of Attorney duly executed by said defendants and now produced to the court and which is filed with the clerk of this court; entered the appearance of said defendants, waived the issuing and service of process in this action and with the assent of the plaintiff confessed that the said defendants are justly indebted to the said plaintiff in the sum of Four hundred and twelve dollars with interest at 8% from Jan 7th 1890. and also released and waived all exceptions, errors and right of appeal herein -

It is therefore considered by the court that the said plaintiff recover from said defendants the said sum of Four hundred and twelve with interest together with its costs herein expended, taxed at $

5891 Rille Ream
vs
John Ream

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 finds for the plaintiff as follows;

First= That due notice by publication had been made upon the defendant in the Marysville Journal a paper in general circulation in the county

2d That the plaintiff and defendant were duly married as alleged in the petition

3d That the defendant has been guilty of gross neglect of duty and willful absence for more than years last past=

It is therefore ordered and adjudged by the court that the parties hereto be granted a complete divorce from each other and that the plaintiff have the custody care and education of the Minor Child E. L. Ream and that the defendant have the privilege of visiting said child at all proper times and that the plaintiff recover of the defendant her costs herein taxed at $

Tuesday January 7th A.D. 1890.

Charles Steinbeck
5851 vs
William E Newhouse & Jennie Newhouse his wife
Jacob Hite & Zora Hite his wife & Lester Oliver

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 confirmed and approved, and it is further ordered that the said Sheriff convey to the purchaser Charles Steinbeck 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 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 One thousand and Eighty dollars, It is ordered that the Sheriff out of the money in his hands pay;

1st The taxes that are a lien upon said premises amounting to $20.34 to the Treasurer of said county.

2d The costs of this action taxed to $58.69

3d To the plaintiff Charles Steinbeck the balance of said proceeds amounting to $999.97 to apply on the judgment and the interest due thereon heretofore rendered in his favor in this action.

And the court find that after so applying said sum there still remains due and unpaid upon said judgment the sum of $114.67 for which execution is awarded. And it appearing that two of the promissory notes mentioned in the petition and which were secured by said Mortgage dated May 16th 1882 & falling due respectively May 16th 1890 & May 16th 1891 each given for the sum of $225.00 and bearing interest at seven per cent per annum are not yet due and the proceeds of said sale being insufficient to pay said notes or any part thereof and on motion to the court by plaintiff, this action is dismissed without prejudice to a new action on said notes. And the clerk is ordered to certify to the Recorder the satisfaction of the Mortgage herein foreclosed.

Tuesday January 7th A D 1890.

Berry P. Stewart et al
5595 vs
Board of County Commissioner of Union Co et al

This day this cause came on to be heard upon the pleadings and evidence and was argued by counsel, on consideration whereof the court do find the equity of the case to be with the defendants, and that the plaintiffs action is not sustained by the evidence and the law of the case. It is therefore considered that the petition of plaintiffs be dismissed at their costs. It is therefore considered that the defendants recover of the plaintiffs their costs herein taxed at $ Notice of appeal by plaintiffs and bond fixed at $500.00.

Berry P. Stewart et al
5591 vs
Board of County Commissioners of Union Co et al

This day this cause came on to be heard upon the pleadings and evidence, and was argued by counsel, on consideration whereof the court do find the equity of the case to be with the defendants, and that the plaintiffs is not sustained by the evidence and the law of the case. It is therefore considered that the petition of plaintiffs be dismissed at their costs; It is therefore considered that the defendants recover of the plaintiffs their costs herein taxed at $ Notice of appeal by plaintiffs and bond fixed at $500.00. no 5913.

Hugh C. Stewart
5849 vs
Alexander Stewart et al

This cause coming on to be further heard on the answer and cross petition of J. B. Cole filed herein by leave of the court: and the evidence the said Alexander Stewart being in default for answer and demurer thereto and having been duly notified of the pendancy of this action, the court find that there is due the said J. B. Cole from the said Alexander Stewart on the judgment set up in the said cross petition the sum of $306.80 debt and $20.00 costs with interest thereon from Nov 15. 1889. together with the costs on said judgment taxed to $ And the court further find that the said judgment is a good and valid lien against the distributive share of the said Alexander Stewart in the lands ordered sold in this case and the proceeds thereof, and it is therefore ordered that the Sheriff pay the said J. B. Cole the said sum of $306.00 and interest as aforesaid from Nov 15. 1889 and the said sum of costs found due ~~herein~~ and the costs in this behalf taxed to $ out of the distributive share of said Alexander Stewart in said proceeds according to the priority of said claim as it may appear on final order of distribution.

In Vacation.

Order of Injunction.

Edith A Shirk plaintiff
vs.
Isaac N Shirk, Defendant

Before The Probate Judge
Motion for a Temporary injunction in
the Court of Common Pleas,
Union County Ohio,

And now on this 14th day of December AD 1889 came the Plaintiff by Porter & Porter her 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 to be heard upon the petition of the plaintiff Edith A Shirk, and the evidence 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 is allowed in the case to restrain the said defendant, from disposing of, or incumbering any said property until the final hearing of this cause 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 + No Bond required.

Leonidas Piper Probate Judge

Filed and entered Dec 14th 1889.

James Scott,
vs
No 5913. O M Scott & Bro. J W Robinson James Downey and Thomas Martin Sheriff.

Before The Probate Court.

Motion for Temporary Injunction,

Now on the 8th day of January 1890, Came the plaintiff by James W. Robinson his attorney, and it being made to appear that there is now at this time no Common Pleas, Circuit, or Supreme Court Judge within the said County, the motion of the plaintiff for a Temporary injunction came on and was heard upon the petition of the plaintiff James Scott, and the Affidavit 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 defendants, the said makers of said note be restrained from paying said judgment, or said note, to said Downing or to said Sheriff on said Execution, and that said Downing be restrained from further proceedings to collect said judgment and said Sheriff be returned from further proceedings to collect said judgment, or said writ in his hands, 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's giving an undertaking to the said defendants, conditioned according to Law with Security to be accepted by said Clerk of the Court of Common Pleas, in the Sum of $ 100 00

Leonidas Piper Probate Judge

November Term - January 7th 1890.

5433. H. M. Haines vs C. Aultman & Co. } Entry.

Now comes the defendant, and presents its Bill of Exceptions, which is allowed, Signed, Sealed and made a part of the Record

5819

Sheriffs Certificate for Pay
Marysville Ohio, Jan 7th 1890.
To Honorable John A Price Judge.

Sheriff's Bill

The Court Charges for the Adjourned, November Term 1889, Union County Common Pleas, and due for Services rendered are as follows,

To Thomas Martin Sheriff U. C.

For J W Lawrence, Bailiff	one	day	$2.00
" E P Houghton "	"	"	$2.00
Total			$4.00

I hereby Certify the above Bill to be correct.
Thomas Martin Sheriff.

To the Clerk of Courts, Union County,
You will make entry of the above Bill, and certify the Same to the County Auditor
John A Price, Judge of
The Court of Common Pleas.

5868. Oliver A Robinson vs J. S. Robinson }

This day this cause came on to be heard, and the court being satisfied due notice hath been given to defendant of this action, and that the defendant is the owner of one fifth of the S. D. Robinson farm situated in Darby Township, Union County Ohio, consisting of about 185 acres, bounded on the South by Lands of J B Galloway, on the west by Lands of Wm Wolford, and D M Fairbanks, and on the north and east by the Lands of said Fairbanks, and of D Beelands, subject to the Dower of of the widow of S. D Robinson dec'd And that attachment hath been duly levied on said one fifth interest in said farm, and said notes and money mentioned, is due plaintiff from said defendant; doth find for the plaintiff, and that there is due plaintiff ~~from~~ on said notes and money loaned the sums of $400.00

5638.

5826

Therefore it is considered and adjudged by the Court that the plaintiff recover of said Defendant, said Sum with interest at 8% per cent, from date with Costs taxed at $ —
and that an order of Sale issue to the Sheriff of this County, to appraise, advertise and Sell the said one fifth of said S D Robinson

Tuesday, January 7th AD. 1890. (Nov. Term.)

farm subject to the said Dower, and report his proceedings herein, if said defendant for ten days fail to pay said Judgment, interest and Costs.

5819 The Connecticut-Mutual Leife Insurance Company vs Abraham Wolford 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 Louisa L. Sparks by deed according to law the property so sold, and the 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 Mortgages herein sued on to be entered on the records thereof in the office of the Recorder of Ashtabula County Ohio.

And the court coming now to distribute the proceeds of said sale amounting to ($1067.) Ten hundred and Sixty Seven 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 $

"Second." The costs of this action taxed at $

"Third." To the plaintiff, The Connecticut-Mutual Life Insurance Company, the amount heretofore found due it with interest, to-wit: the sum of $556.69.

"Fourth." To E. S. Brown Receiver of the Northwestern Manufacturing and Car Company, the sum of $120.77 amount due on Mortgage held by said Brown as Receiver and cause continued as to balance.

5638. George Crandall et al vs Jasper Woodworth et al.

Now comes the said George Crandall plaintiff and presents to the court his certain bill of exceptions herein, which being found by the court to be true, is allowed, signed and sealed, and on motion, is hereby made part of the record of this case.

5826 J W Robinson vs H J Perry

On motion the this cause is dismissed at the cost of the defendant, judgment vs defendt for Costs

Tuesday January 7th A.D. 1890

5590 Timothy Fahey
vs
Eva. Moore & Benjamine Moore her husband

5781

This day this cause came on to be heard upon the petition of the said plaintiff, and the evidence (the said defendants being in default - for answer or demurer) and was argued by counsel; on consideration whereof, and being duly advised in the premises. the court do find that - the said defendants. Eva Moore and Benjamine B. Moore her husband have received due and legal notice of the filing and pendancy of the petition in this case and that - by reason of their failure to answer or demurr to said petition. the allegations therein contained are by them confessed to be true -

And the court - further find that - there is due to the said plaintiff from the said defendants Eva Moore and Benjamine Moore, upon the promissory note mentioned and set - forth in plaintiff's petition. the sum of $250.48 together with interest - thereon at the rate of 8% per annum from this date payable annually. until paid.

It - is therefore considered by the court - that - the said plaintiff Timothy Fahey recover from the said defendants Eva Moore and Benjamine B. Moore the sum of $250.48 so found due and also his costs herein expended taxed & and in default - of the payment - thereof that - an execution issue therefor

And the court do further find that - in order to secure the payment of the aforesaid promissory note the said defendants Eva Moore and Benjamine B. Moore. her husband, executed and delivered to the said plaintiff their mortgage deed and thereby conveyed to the said plaintiff the premises described in the petition; that said mortgage deed was duly filed for record with the Recorder of Union county, Ohio, the 28th day of January, A.D. 1886 at 7-15 o'clock A. M. and was by him duly recorded in Records of Mortgages of said county. Vol. 22. page 487. that - said mortgage is the first - and best - lien upon the premises described in the petition, and that - the defeasance in said mortgage have been broken and that the plaintiff is entitled to have the defendants' equity of redemption in said real estate foreclosed -

It - is therefore ordered, adjudged and decreed by the court - that - unless the said defendants Eva Moore and Benjamine B. Moore, within five days from the entry of this decree, pay or cause to be paid to the clerk of the court - the costs of this case and to the said plaintiff the amount hereinbefore found due him. with interest - 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 at - law, and that - he bring the proceeds of such sale into this court - to abide its further order thereon -

It - is further ordered that - this cause stand continued to the next - term of this court -

December 6th 1889.

6781 Samuel Taylor
vs
Thompson T Kilbery admr

This day came the parties, and thereupon came a jury to wit. Nesbit January, Joseph Harris, Stephen Long, L D Harbs, W H Bonnett, David Rea, Bradley Sprague, R D Findley William Lowe, A. H. Olds, William Jordon, and John T Cartwell, who to speak the truth upon the issue joined, were duly impanneled and sworn. Thereupon again came the parties, and the jury impanneled and sworn as aforesaid, and by consent of the parties one of the said jurors is withdrawn from the pannel, and the residue of said jury is discharged from further consideration of the case, and the cause continued

In Vacation

January 15th A.D. 1890.

5906. Barbara A Koffroth vs Roland K Koffroth

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 Sixty ($60) dollars the the support and maintenance of herself, during the continuance of this action, and as and for her expenses, in conducting this action. It is therefore ordered that the said Defendant pay to the said plaintiff, or her attorney, J M Kennedy, the sum of $30.00 in ten days, and thirty dollars in thirty days from the entry of this order,

In Vacation.

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,

Honorable, Henry H Seney }
" John J Moore , } Presiding Judges,

Marysville Ohio, on the 24th day of January, AD 1890 among other proceedings then and there had, by and before said Court, as appears by its Journal, were the following viz

No. { George Crandal vs Jasper Woodworth et al }

This Cause came up for hearing upon the petition in error, the Transcript and original papers, pleadings and bill of Exceptions from the court of Common Pleas of Union County, and was argued by Counsel. On Consideration whereof, the Court find that there is error therein apparent upon the record to the prejudice of the plaintiff in error

It is therefore considered by the Court that the Judgment aforesaid be reversed and held for naught, and that the plaintiff in error, recover from the defendant in error his costs herein expended and paid —

The Court further proceeding to consider the premises, order that the Motion of said plaintiff in error for a new trial, be sustained, and that the verdict of the Jury be set aside, and a new trial be and the same is hereby granted,

And it is further ordered that this cause be remanded to the Court of Common Pleas for a new Trial, and that a special Mandate be sent to the said Court to carry this Judgment into execution — To which Rulings, decisions and judgments of the Court, the defendant in error 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, R. M'Crory 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 24th day of January AD 1890.

R M Crory, Clerk Circuit Court —

The State of Ohio. } Circuit Court of Ohio.
County of Union } Within and for the 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 the Cause of George Crandal, against Jasper Woodworth et al, into Execution.

Witness R M Crory Clerk of our said Circuit Court.
Marysville Ohio, this 24th day of January AD 1890
R M Crory Clerk.

Mandate.

State of Ohio, } Circuit Court,
Union County } ss. 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. Henry H Seney }
" John J Moore } Presiding Judges,

At Marysville, on the 24th day of January AD 1880, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz,

Benjamin Thomas
No 86 CC } vs
No 5711 CP } The Board of Education of York Township, Union County Ohio

This day came on this cause to be heard by the court, whereupon the court having heard the Evidence offered by the parties, and the arguments of Counsel; and the defendants having asked the Court, to make its findings of Law and facts separately. The Court on full consideration find the facts as follows, viz,

The Controversy arises from a dispute between the parties, as to whether the strip of land in the petition described, was formerly owned by Thomas W Miller, or owned by James C Miller. The Plaintiff claiming title by deed from Thomas W Miller, and the defendant claiming title by deed from the heirs of James C Miller.

We have heard the case upon the Evidence, and from the evidence we find the following facts, That the land owned by Thomas W Miller, was formerly owned by Jonathan G Miller. That when these lands were owned by Jonathan G Miller, and James C Miller, to wit; about 50 years ago a fence was built between the two tracts; the land lying west of the fence was owned by Jonathan G Miller, and the lands lying East of the fence were owned by James C Miller. That the land in dispute lie west of the fence, immediately adjoining thereto. That a church was erected (now destroyed), upon the land immediately west of said fence, and adjacent thereto, which land was donated for said purposes by said Jonathan G Miller; That a School House was erected upon land immediately east of said fence, and adjoining thereto; which land was donated for said purpose by James C Miller.

That the land west of the fence (including the land in dispute) have been in possession of Jonathan G Miller, Thomas W Miller, and the plaintiff for a period of about 50 years. That the Deed from Jonathan G Miller, to Thomas W Miller, calls for the South and east line as follows, "Thence with James Charles Miller S. 6. W 138 poles to a Beach and Buckeye; Thence S. 78. W 80 poles to a hickory;" That the monument named "Beach & Buckeye," are destroyed and marked the South west corner of James C Miller's tract, and were located at the South end of said fence. That the Deed from Thomas W Miller, to the plaintiff Benjamin Thomas, calls for the same line as follows, "Thence with the center of a Gravel Road N. 80° E 64 poles to a Stone with bricks under it." That at the end of the 64 poles no monument ever existed, but farther east on said line where the beach and buckeye were

located, was or did exist, consisting of a Stake with bricks on Top of Said Stake, as found by Bell, the Surveyor, and that his corner is the true corner, said Stake and brick being buried in the ground Some distance,

From these facts as a conclusion of Law, we find that monuments Control distances, and that the Call in Thomas' deed "with a Stone with bricks under it," Carries the line to the monument, and therefore the land in dispute is covered by Thomas' deed. And in Connection with the long possession of Thomas and his Grantors, the plaintiff is entitled to have his title quieted to the Bell Corner.

It is therefore Considered, ordered and decreed by the Court, that the plaintiff's Title and possession to said Land in the Petition described be, and the Same is hereby quieted, as against any and all Claims of the defendant in said lands; and the Court further order, and decree that defendant pay the costs in this Case, and in default of this payment for ten days, that an execution issue therefor, as upon Judgments at law,

And thereupon the defendant excepts to the finding of this Court, as to the facts and the Law in the case, and to the Judgment of the Court.

Whereupon the Court orders this Cause to be remanded back to the Court of Common pleas for execution,

Ordered that a Special Mandate be sent to the 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,

I. R. 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 28th day of January AD 1890.

R McCorry Clerk, Circuit Court.

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

Benjamin Thomas
v.s.
The Board of Education of York Township Union County Ohio,

into Execution,

Witness, R McCorry clerk of our said Circuit Court, at Marysville Ohio, this 28th day of January AD 1890

R McCorry Clerk.

In Vacation.

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

By order of the Court at the November Term AD 1889.

Your Committee beg leave to report: in a part of the duties contemplated by that order, that they have examined into the collecting arranging endorsing and boxing 2500 cases, of the former adjudications of this Court; Ordered by this Court to be so endorsed and arranged, And and it is by us considered that R H McCorry Clerk, should receive for his services herein the fee of Twenty cents per case amounting to in all, $500.00 being 2500, cases.

January 28th 1890.

Respectfully Submitted
John M Broderick
Edmund E Cole,

It is Ordered that Robert H McCorry, Clerk of the court of Common Pleas be paid out of the County Treasury, the Sum of Five hundred Dollars ($500.00) Said Sum being in payment for collecting, Arranging, endorsing and Boxing 2500 cases, of the former adjudications of this Court, ordered by this Court, to be so endorsed and arranged, And it is ordered that the Auditor of Union County, draw his Warrant on the Treasurer of Said County, in favour of Said Robert H McCorry for Said Sum of $500.00

John A Price
Judge of Court of Common Pleas,

Order of Injunction.

B Rogers
vs
59446 G J Baldwin } Motion for Temporary Injunction in the Court of Common Pleas,

And now on this 26th day of February 1890, came the plantiff by J L Cameron 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 B Rogers, and the affidavit 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 defendant from proceeding with Said execution or from any other or further attempt to collect Said pretended judgment or any part thereof 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 according to Law, with Security to be accepted by Said Clerk of the Court of Common Pleas in the Sum of $50.00

L Piper, Probate Judge

Monday March 3d A. D. 1890.

The State of Ohio
County of Union ss.

This separate session of the court of common pleas within and for the county of Union, for the term of March in the year of our Lord one thousand eight hundred and ninety held in the Court house in the Village of Marysville County and State aforesaid, was begun on Monday March 3d A. D. 1890.

Present:

Hon John A. Price
Judge of the court of common pleas of the 3D Judicial District of Ohio

Thomas Martin
Sheriff of Union County Ohio

Attest - R. McCrory Clerk of the court of common pleas of Union County Ohio
By W. M. Wright - Deputy -

The venire facias for a grand jury, heretofore issued and returnable this day at 9 o'clock A.M. was duly returned by the Sheriff, with his indorsements thereon as follows, to wit:

The State of Ohio, Union County ss. Sheriff's Office Marysville O
On the 3d day of February 1890, 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:

1	Lorenzo Cheney	Feby 8th 1890	By copy
2	S. D. Culbertson	" 5th "	"
3	R. B. Landon	" 14 "	"
4	John Glenn	" 4 "	"
5	D. S. Danforth	" 8 "	"
6	John Harris	" " "	"
7	Jacob Bransol	" 10 "	"
8	Samuel Holycross	" 12 "	"
9	Charles McMullen	" 6 "	"
10	George Bennett	" 5 "	"
11	Philip Rausch	" " "	"
12	Henry Clark	" 4 "	"
13	C. D. Sidle	" 6 "	"
14	Joseph Brannon	" " "	"
15	C. D. Schiderer	Not found	

Thomas Martin Sheriff

And upon calling the same in open court - Lorenzo Cheney, S. D. Culbertson, Don R. B. Landon, John Glenn, D. S. Danforth, John Harris, Jacob Bransol, Samuel Holycross, George Bennett, Philip Rausch, ~~Clark~~ Henry Clark, C. D. Sidle and Joseph Brannon appeared in answer thereto - and for good cause shown, the court excused John Glenn, Samuel Holycross and Henry Clark. And the panel being incomplete the court ordered the panel filled by calling the first named in the venire for petit jurors and the panel being full, the court appointed Lorenzo Cheney 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

Monday March 3d A D 1890

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;

1 Lorenzo Cheney foreman of the grand jury; 5795
2 S. D. Culbertson
3 R. B. Landon
4 D. S. Danforth
5 John Harris
6 Jacob Barsol 5850
7 George Bennett
8 Philip Rausch
9 C. D. Sidle
10 Joseph Brannon
11 R. H. Welch 5883
12 J. S. Baldwin
13 Abel M. Leary
14 Leonidas Shriner and
15 Joseph Roff.

5760 C. Garwood }
vs }
L. J. Taylor et al } 5900

This cause is continued on the motion and showing of plaintiff on the account of the absence of a witness to-wit Charles Bishop

4582 Walter Brumfs } 5339
vs }
N Y P and O R.R. }

This day this cause was settled by the parties. No Record. Plaintiff to pay costs taxed to $ 4145

It is therefore considered that the Defendant recover from the plaintiff its costs herein taxed to $ 4784

5759 J. S. Close }
vs }
W. S. Rogers } 5772

Leave is granted to plaintiff to file Reply instanter and cause continued by agreement:

5760 C. Garwood }
vs }
L. J. Taylor }

Leave granted to plaintiff to file Reply instanter.

Monday March 3d A.D. 1890

5795 Jacob Aetz vs Geo E. Harriman
Leave granted to defendant to file answer instanter.

5850 V. F. Collier & Son vs C. G. Monroe et al
Leave granted to M. W. Hill to file amended answer instanter.

5883 Alex C Ayers Trustee vs C. Dougley et al
Leave granted to plaintiff to file reply instanter and cause continued by agreement - and Reply filed

5900 Orris Beam vs Leonora Adams et al
Leave granted to Leonora Adams to file answer instanter -

5339 Lester Clark vs Calvin Fellner
Continued by agreement -

4145 David M. Robinson vs R. C & St Louis R R Co
Continued

4784 William Cartmell vs Eratia B. Irwin
Continued by agreement -

5772 John Eldridge et al vs Mahala Dunfee et als
Continued by agreement -

Lydia R Johnson vs John Johnson
Dismissed at cost of plaintiff, judgment against plaintiff for costs

Court - then adjourned until 9 o'clock tommorrow morning -

Tuesday March 4th A. D. 1890

Court convened at 9 o'clock this morning the same officers being present as on yesterday.

5948 J. H. Irwin
vs
N. H. Walker et al

This day came the parties hereto in open court and also being represented by their respective attorneys agreed upon the following settlement of this cause, to-wit; The said N. H. Walker as agent of Nancy S. Walker is to keep the money collected by him from O Whitney & Co amounting to $644.35 subject to freight $57.60 and discount $3.75. Also the money collected from Washburn & Heywood Chair Co. amounting to $361.88 subject to freight $8.21 discount $6.82 and culls $20.74 in full for his and said Nancy S. Walkers entire interest in all property, money, rights, credits, demands, orders and everything of whatsoever kind name or nature held, bought, sold or contracted for, or in which they have or ought to have any interest, claim or demand, belonging or in anywise appertaining to the partnership of J. H. Irwin & Co. And that in consideration of such payment to said N. H. Walker as agent for said Nancy S. Walker as hereinbefore stated everything above enumerated or intended to be enumerated whether in being or in contemplation that does now or may hereafter, or that might in any event belong or appertain to said firm of J. H. Irwin & Co is hereby absolutely vested in the said J. H. Irwin plaintiff. It is further agreed that said J. H. Irwin shall, and hereby does assume, and agrees to pay all the liabilities of said firm of J. H. Irwin & Co and save said Walkers from loss on account of same. It is further agreed that all the parties hereto expressly waive all question in regard to service and time, and hereby request this court to make an order of dissolution of said firm of J. H. Irwin & Co, as hereinbefore agreed upon. On consideration whereof the court do find that said parties were present in open court and being duly represented by counsel freely and voluntarily entered into the agreement above set forth herein.

It is therefore considered, ordered, adjudged and decreed by the court that the partnership heretofore existing under the firm name and style of J. H. Irwin & Co be, and the same hereby is dissolved by mutual consent of both partners, and that all of the property, effects, moneys, rights, credits, orders, contracts and everything of whatsoever name as agreed upon in the foregoing agreement of said parties belonging or in anywise appertaining to said firm of J. H. Irwin & Co be and the same hereby is vested in said John H Irwin.

It is further ordered that said J. H. Irwin assume the liabilities of said late firm of J. H. Irwin & Co. and pay the costs herein taxed to $ -

5927

5917

Tuesday March 4th A. D. 1890.

5927 Robinson, Curry & Co
vs
Wray T. Thompson

Now comes the plaintiff by his attorneys, and the defendant being in default for answer and demurrer and the plaintiff hereby waiving a jury, the court find that the allegations of the petition are confessed by him to be true, and find that the defendant Wray T. Thompson is indebted to the plaintiffs Robinson Curry & Co in the sum of Two hundred and thirty four & 66/100 dollars.

It is therefore considered by the court that the said plaintiffs recover from the said defendant the said sum of $234.66 and his costs herein expended taxed at $

5917 P. Barnes
vs
Richard Mayfield et al

This cause now coming on for hearing was submitted to the court on the petition and the evidence, the defendants all having failed to answer demurrer or otherwise plead, on consideration thereof, the court find on the issue joined for the plaintiff and that there is due the plaintiff from the defendant Richard Mayfield on the promissory note set forth in the petition with interest to this date the sum of Four hundred and twenty dollars. $420 00

The court further find that in order to secure the payment of said notes the defendants Richard Mayfield and Bosinda Mayfield his wife executed and delivered to the defendant Duncan McLean their Mortgage deed as in the petition described and on the premises therein described, That said Mortgage was duly recorded in Book 24 page 599 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.

The court further find that afterward the said defendant Duncan McLean sold and endorsed said notes and Mortgages to the plaintiff for a full, fair and valuable consideration, and that now the plaintiff is the legal owner and holder of said notes and Mortgage and entitled to all the benefits and equities in this case. It is therefore considered by the court that the plaintiff recover from the defendant Richard Mayfield the said sum of Four hundred and twenty dollars and his costs herein expended. and it is ordered adjudged and decreed that unless the defendant Richard Mayfield 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 4th day March A.D. 1890, the defendants equity of redemption be foreclosed and the said premises be sold and that an order of sale issue therefore to the Sheriff of Union county Ohio, who is hereby appointed a Special Master Commissioner for that purpose directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this court for further order.

Tuesday March 4th A.D. 1890

5612 Henry Rockey
vs
W. E. Cooperider et al

This day this cause came on to be heard on the motion of the plaintiff to strike the defendants answer from the files. On consideration whereof said Motion was overruled. Thereupon by leave of the court the plaintiff filed a demurrer to the second cause of defense contained in the defendants answer, which was argued by counsel. Wherefore it is considered and adjudged by the court that said demurrer be and the same is sustained, and the defendant has leave to file an amended answer in thirty days from this date

5916 Said Ind Dodds
vs
Solomon Fish et al

This cause now coming on for hearing was submitted to the court on the petition and the evidence, the defendants having failed to answer, demure or otherwise plead. On consideration thereof the court find on the issues joined for the plaintiffs and that there is due the plaintiffs from the defendants Solomon Fish on the promissory notes set forth in the petition with interest at 8 per cent as claimed in petition to this date the sum of Four hundred and thirty 4 25/100 dollars.
The court further find that in order to secure the payment of said notes the defendants Solomon Fish and Delile Fish his wife executed and delivered to said Said Ind Dodds partners their certain mortgages as in the petition described, that said Mortgages were duly recorded in Book No 18 Page 446 and No 19 Page 400 of the records of Mortgages of Union County and are good and valid liens on the premises described in the petition, and that the conditions in said Mortgages have been broken
It is therefore considered by the court that the plaintiff recover from the defendants the said sum of $430.25 and his costs herein expended, and it is further adjudged and decreed that unless the defendants Solomon Fish 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 at 8% from the 4th of March 1890 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, who is hereby appointed a Special Master commissioner for that purpose directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this court for further order.

5856 Eli P. Rogers
vs
Lorther Leiggett

This day came this cause on to be heard upon the motion of the plaintiff to require the defendant to amend his answer as in said motion stated, on consideration whereof the court being fully advised in the premises does overrule said motion. Thereupon the court orders that all of said answer be stricken out after the general denial.

Court then adjourned until 9 o'clock tommorrow morning.

Wednesday March 5th A. D. 1890

Court convened at 9 o'clock this morning his Honor John A Rice judge presiding.

Susannah Rice
vs
Delilah Rice et al

This day came the plaintiff and on her motion 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 proceedings and sale be and they are hereby approved and confirmed.
And it is further ordered that the survey of said lands made by Samuel Bell and filed herein be paid for out of the proceeds of said sale and that the Sheriff convey to the purchaser W. M. Hordges 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. 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 said county.
And the court coming now to distribute the proceeds of said sale amounting to $1687.96 It is ordered that the Sheriff out of the money in his hands pay to the Treasurer of said County the taxes penalty and interest against said property to-wit the sum of $205.37 and costs in suit by W. H. Crary Treasurer in trying to collect taxes. Judgment in Common Pleas court of Union County case of W. H. Crary vs Matilda Baldwin $65.70
Secondly. the cost of said Mahala Baldwin in the action including said surveyor fees & expenses taxed at $109.02
Third - To said plaintiff the amount of her claim to-wit the sum $ 384.50
Fourth - To Timothy Fahey the amount of his mortgage claim to-wit the sum of $689.30
Fifth - And the balance of said proceeds amounting to $244.00 be pay to said Matilda Baldwin which the court finds due to her as allowance in lieu of a homestead.

5857 Leonora Boyd,
vs.
Joseph Boyd.

This day this cause came on for hearing on the petition of the plaintiff, the evidence and argument of counsel, On consideration whereof, the court being fully advised in the premises, it is adjudged & ordered that this cause be, and the same hereby is dismissed at the costs of the defendant. Judgment against defendant for costs,

Wednesday March 5th A. D. 1890

5590 Timothy Fahey
vs
Eva Moore et al

This day came the said plaintiff and produced to the court the return of the Sheriff of a sale made by him in pursuance of the former order of this court in this case; and on motion of the plaintiff, and it appearing to the court that said proceedings and sale have been had in all respects regular and in conformity to law and the orders of the court; the court do hereby approve and confirm the same, and it is ordered by the court that said Sheriff by good and sufficient deed in fee simple convey said premises to the purchaser Timothy Fahey, and a writ of possession is hereby awarded to put said purchaser in possession of said premises.

And the court coming now to distribute the proceeds of said sale amounting to the sum of $ do order that said Sheriff out of the moneys in his hands pay.

First: To the treasurer of this county all taxes and assessments now against said premises, to wit: the sum of $

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

Third. To the plaintiff Timothy Fahey to apply on the amount heretofore found due him, the balance of said proceeds to wit: the sum of $

5860 Daniel Pendleton
vs
The Village of Venicville Center

This cause come on for hearing upon the petition in error and the transcript of the proceedings and judgment of Cyrus Zimmerman a justice of the peace for this said county; on consideration whereof the court find that there is Error in said proceedings and judgment and the said judgment is, by order of the court reversed at the cost up to the present time including costs in the justice court of the defendant in error and execution is awarded therefore.

It is further ordered that this cause be retained for trial and judgment as in case of appeal.

Wednesday March 5th A.D. 1890

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:
1 Lorenzo Cluney 2 S.D. Culbertson 3 R.B. Leandon 4 D.S. Danforth 5 John Kearns 6 Jacob Pearson 7 George Bennet 8 Philip Rausch 9 L.D. Sidle 10 Joseph Brannon 11 L.H. Welch 12 J.S. Baldwin 13 Abel M. Lary 14 Leonidas Turner 15 Joseph Roff and presented to the Court, through their foreman Lorenzo Cluney their certain bill of indictment against Ellis Miller for murder in the first degree, indorsed, "A true bill. Lorenzo Cluney, foreman of the grand jury" Also their certain other bill of indictment against Jacob Debolt and Leonard Debolt for Assault & Battery indorsed "A true bill. Lorenzo Cluney foreman of the grand jury.

Also their further report 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 March Term, 1890, 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 over fifty three witnesses covering seven cases and presented two bills and ignored five 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 and properly enforced. We also beg leave to report that the lock to one of the cell in the upper story of the jail is very defective and we respectifully recommend that it be repaired at once

Respectifully submitted

March 5th 1890. Lorenzo Cluney. Foreman

Wednesday March 5th A. D. 1890

Dola A. Thornburgh et al
5792 vs
William L. Hopkins et al

This day this cause came on to be heard on the petition of the plaintiffs heretofore filed herein and the answer and cross petition of William L. Smith one of the defendants named in said petition as the Executor of the last will and testament and codicil thereto of Lucinda J. Hopkins deceased and the court being fully advised in the premises, and by the agreement and consent of the parties named in the petition both as plaintiff and defendants for the partition of the real estate therein described, doth find that partition of said real estate ought not to be made as prayed for in said petition of the said plaintiffs. It is therefore ordered and adjudged by the court that said petition so far as partition is demanded be and the same is hereby dismissed and thereupon this cause came on to be further heard upon the said answer and cross petition of the said defendant William L. Smith the Executor of the last will and testament and codicil thereto of the said Lucinda J. Hopkins deceased and the exhibits and testimony and the court being fully advised in the premises, finds that the allegations contained in said answer and cross-petition are true and that said William L. Smith is the duly appointed and qualified Executor of the last will and testament and codicil thereto of the said Lucinda J. Hopkins deceased as he has alleged in his said answer and cross petition heretofore filed in this case, and that said real estate described in the petition of the said plaintiffs ought to be sold to pay the debts of the said testatrix as set forth in said answer and cross-petition of said Executor together with the costs and expenses of said administration and taxes including the costs made on the petition in the proceedings for partition. It is therefore ordered by the court that Martin Wolfel, W. G. Roots and Charles Eb three judicious disinterested men of the vicinity, freeholders being first duly sworn, do upon actual view of the premises in the petition described make a just valuation of the same in money. And that the said William L. Smith as Executor as aforesaid thereupon proceed according to law to sell said real Estate at private sale the court being satisfied that it will be for the interest of the parties to sell at private sale, and upon the premises at not less than the appraised value, thereof upon defered payments not exceeding two years, and report his proceedings to this court as soon as the same can be done.

5928

3903

Wednesday March 5th A. D. 1890

5928 V. B. Magruder, Guardian &c
vs
George Caldwell et al

This day this cause came on to be heard by the court upon the petition of the plaintiff, the said defendants, George Caldwell and Maria Caldwell being in default for answer or demmurer to the said petition; and the court being fully advised in the premises do find that the statements in said petition are true, and thate there is due from said defendant; George Caldwell to said plaintiff the sum of $3675.40, which is entitled to draw interest at the rate of 8 per cent per annum from the first day of the present term of this court, to-wit: March 3d 1890.

It is therefore considered, and adjudged by the court that said plaintiff recover of the said defendant, George Caldwell, the said sum of $3675.40, with interest as above stated, together with his costs herein expended taxed to $

It is further ordered, adjudged and decreed by the court that unless the said defendant George Caldwell, pay or cause to be paid said above adjudged sum of money to the plaintiff within five days from the entry hereof, an order of sale issue to the Sheriff, of said county, commanding him as such Sheriff to cause said premises to be appraised advertised and sold as upon execution, and that he bring the proceeds of such sale into court for further order herein.

3903 Fred Waller
vs
Andrew McLaughlin

This day came the plaintiff by his attorney and the defendant being in default for answer and demmurer the court find that the allegations of the petition are confessed by him to be true, and the court also after hearing the evidence find that there is due the plaintiff from the defendant on said account the sum of $443.90 with 6 per cent interest from the first day of this term.

It is therefore considered by the court that the plaintiff recover of the defendant said sum of $443.90 and his costs herein expended taxed to $

Court then adjourned until 9 o'clock tommorrow morning.

Thursday March 6th A. D. 1890

Court convened at 9 o'clock this morning his Honor John A. Price judge providing.

Joseph Russel
5737 vs
George Stall et al

This day this cause came on to be heard upon the petition of the plaintiff and answer and cross petitions of the defendants and the court having heard the proof adduced in the case and being fully advised in the premises does find for defendants,
~~the pets~~ It is therefore ordered and adjudged by the court that the petition of the plaintiff be dismissed at the cost of the plaintiff and that the defendants go hence without day and recover of plaintiff their costs laxed at $ -

Barbara Hoffroth
5906 vs
Rolland D. Hoffroth

Now came the plaintiff and the defendant having waived the issueing and service of Summons and a copy of the petition herein and having failed to appear, the court finds him in default for answer and demmurrer 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 one year next preceding the same, that the cause of complaint arose in the county of Union, and that the parties hereto were married as in said petition alleged, The court further finds. Upon the evidence adduced, that the defendant has been guilty of extreme cruelty, 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 Barbara Hoffroth and Rolland D Hoffroth be, and the same hereby is dissolved and both parties are released from the obligations of the same, and. It is further ordered and adjudged by the court that the plaintiff pay the costs of this ~~of~~ proceeding laxed at $ and execution is awarded.

Court then adjourned until Nine o'clock tommorrow morning.

Friday March 7th A. D. 1890

Court convened at Nine oclock this morning his honor John A Rice Judge presiding.

5733 Robert Broxton vs E. T. Reese

This cause is continued on the motion and showing of the defendant and at his costs

805 State of Ohio vs Jacob Debolt and Leonard Debolt — Indictment for Assault and Battery.

Now comes the prosecuting attorney on behalf of the State of Ohio, and the defendants being brought into Court in custody of the Sheriff and arraigned upon said indictment for plea thereto, each saith he is guilty; thereupon after being fully advised in the premises, it is ordered and adjudged by the court that the said Jacob Debolt and Leonard Debolt each pay a fine of five dollars and the costs of this prosecution; and execution is awarded.

5907 Clara M Taylor vs Jesse W. Taylor

Now come 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 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 said 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 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 Clara M. Taylor and Jesse W. Taylor 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 is hereby is restored to her maiden name of Clara May Snyder.
It is further ordered that the plaintiff pay the costs of this proceeding and execution is awarded.

Friday March 7th A.D. 1890

5906 Barbara Koffroth
vs
Rolland Koffroth

Now came the plaintiff and the defendant having waived the issuing and service of 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 finds 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, that the cause of complaint arose in the county of Union and that the parties hereto were married as in said petition alleged. H157

The court further finds upon the evidence adduced that the defendant has been guilty extreme cruelty 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 Barbara Koffroth and Rolland Koffroth be and the same hereby is dissolved and both parties are released from the obligations of the same, and it is further ordered and adjudged by the court that the plaintiff pay the costs of this ~~action~~ taxed at $ and execution is awarded. H073

5831 John D. McKelvey
vs
John Perkins et al

This day this cause came on to be heard and by agreement of parties was dismissed by the court. Each party to pay the costs made by them. No record.

5840 Margaret McKelvey
vs
John M. Perkins et al

This day this cause came on to be heard, and by agreement of the parties was dismissed. Each party to pay the costs made by him. No Record.

Court then adjourned until Monday March 10th 1890 at one o'clock P.M.

Monday March 10th A. D. 1890

Court convened at one o'clock P. M. to-day His Honor John A. Price Judge presiding.

Daniel Miller for the use &c
4157 vs
Stephen Cranston Admr

This day this cause came on to be heard by the court a jury being waived by the parties, whereupon the court on the agreement & consent of both plaintiff and defendant; doth find that there is due to the plaintiff from the defendant as Administrator of the estate of Phebe Benton the sum of $1106.10 with interest from the 3rd day of March 1890. on the subscription mentioned in the plaintiffs petition.

Therefore it is considered and adjudged by the court that said plaintiff recover of defendant as said Administrator said sum of Eleven hundred and six dollars together with his costs herein expended taxed to $

And as much as a Record of this cause has been made in this case up to the present; it is ordered with the consent of the parties that no further record be made.

Union Biblical Seminary
4073 vs
Stephen Cranston Admr &c

This day came on this cause to be heard by the court a jury waived by the parties whereupon the court on the agreement and consent of both parties plaintiff and defendant; doth find that there is due to the plaintiff from the defendant as administrator of the Estate of Phoebe Benton the sum of Five hundred & fifty two & 30/100 dollars with interest from the first day of this term of court,

It is therefore considered and adjudged by the court that plaintiff recover of the said defendant as the Administrator of the Estate of Phebe Benton said sum of Five hundred and fifty two & 30/100 dollars and the costs herein expended taxed to $

And as a record of this cause has been made in this cause up to the present, it is ordered with the consent of the parties that no further Record be made.

Court then adjourned until 9 o'clock tommorow morning.

Tuesday March 11th A. D. 1890.

Court convened at 9 o'clock this morning his honor John A Price judge presiding

Hugh C. Stewart }
5849 vs }
Rebecca S. Stewart et al }

This day, upon the motion of plaintiff, and upon producing the return of the Sheriff of his proceedings, and the sales made by him under the former order of this court and the court on examination being satisfied that said proceedings and sales have been made in all respects according to law: the said proceedings and said sales are hereby approved and confirmed. 5876

And the said Sheriff is ordered by deed duly executed, to convey said premises free from dower to the purchasers respectively in fee simple, to-wit; that he convey to the said Hugh C. Stewart the west lot of 132½ acres according to the survey made under a former order of this court and described in the return of said Sheriff in said order of sale, And that he convey to Rebecca Stewart the center lot of 134¼ acres described according to said survey in the report of said order of sale; and that he convey to Ann M. Bean the last lot of 133¼ acres, and according to said survey and described in said report; and that he convey to said Sarah Ann James the Grassy Run farm of 96 acres, according to said survey and described in said report.

And the said Rebecca Stewart having asked, in lieu of her dower, its value be paid to her in money, the court find the just and reasonable value of her dower interest to be $2250.93 dollars.

It is further ordered that out of the down payment realized from said sale to-wit: $4525.09 the Sheriff pay, 1st To the Treasurer of Union County the sum of $204.27 being the taxes and penalty due on said premises.

2d To the clerk of this court the costs of this action taxed at $445.61 including a counsel fee of $ to Porter & Porter for their services in said action.

3d To the Administrator of said John H. Stewart $300.00 to pay the debts of said estate. 5691

4th. To the said Rebecca Stewart on her dower $1230.62½

5th To the plaintiff Hugh C. Stewart the sum of $586.14¼. To said Anna M. Bean the sum of $586.14; To the said Calvin P. Dyal, John T. Dyal, Frank H. Dyal and Nina Russel together the sum of $586.14 in equal parts, and the court finding that the purchasers money due from said Rebecca S. Stewart being more than her dower, and the purchase money due from said Hugh C. Stewart being more than his distributive share of said estate and the purchase money due from said Anna M Bean being more than the distributive share of said Anna M. Bean it is ordered that the said Rebecca Stewart and the said Hugh C. Stewart and the said Ann M. Bean together with said Sarah Ann James secure by notes and mortgages according to law, the full equal one-fourth of the proceeds of the sale not above distributed to Alexander Stewart and in like manner secure to said Calvin P. Dyal, John T. Dyal, Frank H. Dyal and Nina Russel the one equal fourth part of the proceeds of said sale not above distributed. The amounts to be so secured by said Rebecca S. Stewart, Ann M Bean and Hugh C. Stewart in the amount of the purchase money due from each respectively in excess of the distributive share of each as donees and tenants in common in said estate, and the respective proportion due from each to be secured by mortgage upon the land respectively purchased by each. And it is ordered that the distributive share of the said Calvin

Tuesday March 11th A.D. 1890

P. Dyal, John T. Dyal, Frank H. Dyal and Nina Russel be withheld by the Sheriff until the further order of this court.

5876 Henry Lee vs John J. McCoeley 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 that the same have been had in all respects in conformity to law and the order of this court, It is ordered that 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 Henry Lee plaintiff in this case 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 it is further ordered by the court 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 Marion county.
And it is further ordered by the court that a definite description of said land be inserted in in said deed describing the same tract as in said mortgage sued upon.
And the court coming now to distribute the proceeds of said sale amounting to $ it is ordered that the Sheriff out of the money collected from said purchaser Henry Lee mortgage pay to the county Treasurer the taxes, penalty and interest against said property to-wit; the sum of $
Secondly - The costs of this action taxed at $
Thirdly - The balance to the plaintiff amounting to $ -

5691 Barlow and Beach vs Henry Lamb

This day came the parties by their attorneys, also came the following named persons as jurors to-wit;

1 S. E. Williams	5 W. L. James	9 Orionus Shearer
2 J. A. Henderson	6 L. A. Hedges	10 Casper Rausch
3 Wilson Brown	7 Joel Hill	11 C. E. Winget and
4 M. W. Judy	8 Samuel McIntire	12 S. H. Welch who were duly

impanelled and sworn according to law; and thereupon this cause came on for hearing on the pleadings and evidence, and after hearing the evidence, arguments 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, being duly impanelled and sworn, find the issues in this case in favor of the plaintiffs and assess the amount due to the plaintiff from the defendant at the sum of $ 62.14-

S. E. Williams, Foreman.

Tuesday March 11th A.D. 1890

Lafayette Thompson }
5914 vs }
John Edgar et al }

This day this cause came on to be heard on the petition of the plaintiff and the evidence, the defendants being in default for answer and demurrer, and the court find that the allegations of the petition are true and that the said John Shirk John W Edgar and Jeremiah Moore purchased Virginia Military Survey No 3480 in Liberty township, Union county, Ohio of said John McLean and said McLean conveyed the same to said Shirk, Edgar and Moore as tenants in common, by warranty deed dated September 21st 1837 and recorded in Volume 6 page 285 of the records of deeds of Union County Ohio.

The court further find that on or about the 1st day of February 1838 said John Shirk, John W. Edgar and Jeremiah Moore procured the assistance of Lewi Phelps, who was then the county surveyor of said Union county, Ohio and made an amicable partition of said Survey among themselves assigning to each the respective portion thereof described in the said petition of said plaintiff herein filed, to which reference is made for a full description thereof.

The court further find that said Moore and Edgar conveyed to said Shirk the portion thereof so set off to said Shirk, but said Shirk and Edgar didnot convey to said Moore and said Shirk and Moore did not convey to said Edgar, or, if said conveyances were made the same have been lost or destroyed without record.

The court further find that said Moore and Edgar conveyed to said Shirk the portion thereof so set off to said Shirk. but said Shirk and Edgar didnot convey to said Moore and said Shirk and Moore didnot convey to said Edgar or if said conveyances were made the same have been lost or destroyed without record.

The court further find that the said John Shirk, John W. Edgar and Jeremiah Moore each took possession of the respective portion so set off to each as aforesaid and they and those under whom they claim have continued to hold open, notorious, exclusive, adverse and peaceable possession thereof ever since said February 1st 1838 being more than fifty two years last past.

The court further find that said plaintiff is now the owner of the premises described in said petition as belonging to him.

It is therefore considered, ordered and decreed that said amicable partition so found by said court to have been made by and between said John Shirk, John W Edgar and Jeremiah Moore on or about the 1st day of February 1838 be and the same hereby is confirmed; and the title to the lands so described in said petition as claimed by said plaintiff be and the same hereby is quieted in said plaintiff.

It is further ordered by said court that said plaintiff pay the costs herein taxed to $

806

5603

Tuesday March 11th A. D. 1890

806 State of Ohio } Indictment for murder in the first degree
vs }
Ellis Moller }

Now comes the prosecuting attorney on behalf of the State of Ohio and the defendant Ellis Moller being brought into court in custody of the Sheriff, and it appearing that the said defendant is in indigent circumstances and unable to employ counsel, the court, at his request assign D. W. Ayers and W. T. Hoops as counsel to defend him. Thereupon the court at the request of the Prosecuting Attorney assigned Jesse L. Cameron to assist the Prosecuting attorney and the prisoner is demanded to the custody of the Sheriff until he enter his plea.

3603 William Knightsinger }
vs }
Jacob Leonard }

This day came the parties herein by their attorneys; also came the following named persons as jurors, to-wit;

1 A. E. Williams	5 W. L. James	9 Cornelius Shearer
2 J. A. Henderson	6 L. A. Hedges	10 Casper Rausch
3 Wilson Brown	7 Joel Hill	11 C. E. Wenger and
4 M. W. Gray	8 Samuel McPatrie	12 C. H. Welch

who were duly empanelled 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 being duly impanelled and sworn find the issues in this case in favor of the plaintiff and assess the amount due the plaintiff from the defendant at the sum of $115.92.

L. A. Hedges Foreman.

Court then adjourned until 9 o'clock tommorrow morning.

Wednesday March 12th A. D. 1890.

Court convened at 9 o'clock this morning, his honor John A. Price judge presiding.

5781 Samuel Taylor
vs
Thomas T. Kilbery admr et al

On motion it is ordered that the name of Thomas T. Kilbery be stricken from the answer and supplemental answer.

5781 Samuel Taylor
vs
Thomas T. Kilbery admr et al

This day came the parties and settled this case as follows. The said plaintiff released all claims upon the 11th and 12th causes of action, and also the interest upon the note mentioned in the petition prior to ~~the~~ Nov 4th 1889 and in consideration whereof said Cynthia A. Taylor withdrew her objection to judgment upon said note with interest from Nov 4th 1889.

Thereupon said parties waived the calling and empaneling of a jury and submitted this cause to the court for judgment upon said settlement and by consent of the parties the court find that there is due to the said plaintiff from said Thomas T. Kilbery as administrator of the estate of Samuel E. Taylor upon the promissory note described in said petition the sum of six thousand one hundred and thirty seven and 59/100 dollars with interest from November 4th 1889.

It is therefore considered and adjudged by the court that the plaintiff recover of the defendant Thomas T. Kilbery as the administrator of Samuel E. Taylor the sum of six thousand one hundred and thirty seven + 59/100 dollars and the interest thereon from Nov 4th 1889 being the sum of principal and interest in all $6260.25. And it is further ordered that the said Cynthia A. Taylor pay the costs of this proceedings taxed at $ and in default of payment that execution issue therefor.

5819 Connecticut Mutual Life Ins Co
vs
Abraham Wolford et al

This day this cause came on for hearing on further distribution of the funds in the hands of the Sheriff of Union County arising from the sale of the real estate described in the plaintiffs petition, and the court being fully advised in the premises do find that Elizabeth Wolford as the widow of Elijah Wolford deceased is entitled to Five hundred dollars in lieu of a homestead out of said funds if there is that much remaining in the hands of said Sheriff after paying cost taxed out of the same.

It is therefore ordered that the Sheriff pay to said Elizabeth Wolford or to her attorney W. Kennedy any money in his hands arising as above stated not to exceed five hundred. the same to be in lieu of her rights of homestead as the widow of said Elijah Wolford dec'd and any other sum that may be to be distributed according to the priorities of the cross petitions herein filed

Wednesday March 12th A. D. 1890.

Leslie F Ormrod by his next-friend.
5752 vs
A & J- Boylan

Now come the parties by their attorneys also came the following named persons as jurors viz;

1 Abel M. Lary	5 W. L. James	9 Onisimus Shearer
2 Leonidas Turner	6 L. A. Hedges	10 Casper Rausch
3 Joseph Roff	7 Joel Hill	11 T. J. Dodge and
4 M. W. Judy	8 Samuel McIntire	12 C. E. Wright - who were duly

empaneled and sworn according to law and thereupon this case came on to be heard upon the pleadings and the evidence - and the said jury having heard the evidence in part; the hour of adjournment - having arrived, this cause continued until nine o'clock tommorrow - morning.

Elijah Mitchie
5699 vs
The Chicago St Louis and Pittsburgh Rail Road Co

His day came the parties and thereupon came a jury to-wit;

1 Abel M Lary	5 J. A. Henderson	9 L. A. Hedges
2 Leonidas Turner	6 Wilson Brown	10 Joel Hill
3 Joseph Roff	7 M. W. Judy	11 Samuel McIntire and
4 J. E. Williams	8 W. L. James	12 Onisimus Shearer who were

duly empaneled and sworn - After said jury were so empaneled the plaintiff asked and had leave of the court to amend his petition within 10 days,

It is therefore ordered by the court that a juror be withdrawn and the remainder of said jury discharged from the further hearing of said case and it is further ordered that this cause be continued at the costs of the plaintiff and the plaintiff has leave to file an amended petition in 10 days.

It is therefore considered and adjudged by the court that the plaintiff pay the costs of this term of court and in default that Execution issue therefor.

Court then adjourned until 9 o'clock tommorrow - morning

Thursday March 13th A.D. 1879.

Court convened at Nine o'clock this morning this honor John A Price Judge presiding.

5849 Hugh C. Stewart
vs
Alexander Stewart et al

This day came this case on to be heard upon the Motion of J.B. Cole to obtain an order requiring the Sheriff to pay out of the proceeds of the sale of real estate in this case the sum of $312.49. from the distributive share of Alexander Stewart and the court upon evidence find that said Alexander Stewart is indebted to Jas. B. Cole in the sum of $312.49, upon a judgment in this court rendered on the 11th day of February 1878 in a case then pending therein of Samuel Little against Alexander Stewart ~~including~~ and $33.42 interest & costs in the original case of Samuel Little vs Alexander Stewart; that said judgment is in full force and unpaid. That said judgment has been duly assigned to the said James B. Cole who is now the owner thereof.

It is therefore ordered by the court out of the proceeds of said distributive share of Alexander Stewart; that the Sheriff pay to the said James B. Cole first and as a prior claim to all others the sum of $312.49, ~~including~~ and $33.42 costs & interest thereon on the original judgment of Samuel Little vs. Alexander Stewart and that the said James B. Cole recover from the defendant his costs herein expended taxed at $29.50

5752 Leslie F Armerod by his friend
vs
A. & J. Boylan

This day again came the parties, by their attorneys also came the jury heretofore impanelled and sworn, and the said jury have heard the further evidence adduced, and the hour of adjournment having arrived this cause was continued until 8½ o'clock tomorrow morning.

Court then adjourned until 8½ o'clock tomorrow morning.

5913

5816

5752

Friday March 14th A. D. 1890.

Court convened at 8½ o'clock, his honor John A. Price Judge presiding.

James Scott
5913 vs
O. M. Scott & Bro et al

This day came on this cause to be heard on the demurrer of defendant James Downing executor of the of Margaret E. Scott and the court being fully advised in the premises doth over-rule said demurrer at the costs of said Downing executor. to which ruling, finding and judgment of the court in overruling said demurrer the defendant James Downing executor of Margaret E. Scott at the time excepts. and leave is given to said defendant to answer herein and cause continued.

Charles O. Jewett Admr &c
5816 vs
M F. Langstaff et al

It is hereby agreed between the defendants in this action that they will consent to the sale of the lot in Richwood Ohio described in the petition in accordance with the terms of a contract entered into December 26th 1887 between J. E. Newhouse and D. McLean of the first part and of P. Marriott of the second part and will release all liens and claims they hold thereon upon the following conditions, to-wit; That one third of the proceeds of the sale of said property being the interest of said M. F. Langstaff therein be deposited in the hands of the Clerk of the Common Pleas Court of Union County, to remain there until the priority of liens on the interest of said Langstaff in said property shall be determined and a final order of distribution made by this court. And it is further understood and agreed between the parties hereto that they do not hereby waive any of their rights to the fund arising from said sale or any rights of priority they have in the distribution thereof among themselves.
This agreement is not to be binding until signed by all the defendants herein.
No judgment is to be rendered for any unpaid balances against the defendant liable therefor.

The Farmers Bank Marion O
by John J. Hare Pt
M. F. Langstaff
Mary Langstaff
Lester Oliver
C. O. Jewett Admr &c

Leslie F Armerod by his friend
5752 vs
A & J. Boylan

This day again came the parties by their Attorneys also came the jury heretofore impaneled and, and the trial proceeded, and the said jury having heard the remaining evidence adduced and the arguments in part, the hour of adjournment having arrived this cause was continued until tommorrow morning at Nine o'clock.

Thereupon Court adjourned until 8½ o'clock tommorrow morning.

Saturday March 15th A. D. 1890.

Court convened at 8½ o'clock this morning his honor John A Price Judge presiding.

5752 Leslie F. Ormrod by his friend
vs
A. & J. Boylan

This day again came the parties by their attorneys also came the jurors heretofore impanneled in this action and the said jury having heard the farther arguments of counsel, this cause was continued until Monday March 17th 1890 at 9 o'clock A. M

March 11th 1890.

5908. Thomas Peacock
vs
Elizabeth Peacock

Now comes the parties herein, and thereupon this cause came on for hearing on the petition of the plaintiff the answer and cross petition of the defendant and the evidence, On consideration whereof the Court find that the parties were married as stated in the petition, The Court further find that the defendant has not been guilty of the neglect and misconduct, as charged in the petition, but has in all respects conducted herself as a good and faithful wife, and the said petition is therefore dismissed;-- And thereupon this cause came on for hearing upon the cross petition of the said defendant, and the evidence On consideration whereof, the Court find that the plaintiff has been guilty of cross neglect of duty, and extreme cruelty as charged in said cross-petition; and that by reason thereof the defendant is entitled to divorce as prayed for.- The Court further find that the ~~defendant~~ plaintiff has brought this suit and litigation as stated in the cross-petition, and that the defendant is entitled to an injunction as prayed for.- It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between said Thomas Peacock and Elizabeth Peacock, be, and the same hereby is dissolved, and both parties are released from the obligations of the same It is further ordered that the said Thomas Peacock be, and he is hereby enjoined from bringing any action, or further suits against said Elizabeth Peacock, on account of said property mentioned in the petition, or any other suit, in any manner growing out of the same.
And it is ordered that said Elizabeth Peacock pay the costs of this suit and in default that Execution may issue therefor.

Court then adjourned until Monday March 17th 1890 at one o'clock P. M

5801

5691

5603

5752

Monday March 17th A.D 1890

Court convened at one O'clock P.M. pursuant to adjournment - his honor John A Price Judge presiding -

5801 Susan Meddler vs Milo L. Meddler

This day this cause came on to be heard upon the Motion and Showing of the plaintiff for a continuance, and the court being fully advised do grant said continuance at cost of plaintiff, and plaintiff on Motion was granted leave to amend her petition within 20 days from this date. It is therefore ordered and adjudged that the plaintiff pay the costs of this term taxed at $ -

5691 Barlow and Beach vs Henry Lamb

The jury in this action having on a former day of this term to-wit the 11th day of March 1890 returned a verdict for the plaintiff and assessed his damages at $621.14, and no motion for a new trial having been made.
It is therefore considered by the court that the said Barlow and Beach recover from said Henry Lamb the said sum of $621.14 together with their costs herein expended taxed at $ -

5603 William Hightlinger vs Jacob Leonard

The jury in this action having on a former day of this term rendered a verdict for the plaintiff and assessed his damages at $115.22 and no motion for a new trial having been made.
It is therefore considered by the court that the said plaintiff recover from the said defendant the sum of One hundred and fifteen & 22/100 dollars, together with his costs herein expended within 60 days from this date.

5752 Leslie E. Ormerod by &c vs A & J. Boylan

Now come the parties by their attorneys, also came the jury heretofore impaneled in this action, and the said jury having heard the charge of the court retired to their room 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 defendants.

L. A. Hodges, Foreman -

Monday March 17th A D 1890

5928 V. J. Magruder Guardian &c
vs
George Caldwell et al

This day came all the parties to this action by their attorneys and requested the court to modify the former order of the court herein so that the sale of said premises shall take place on the said premises and the terms of said sale shall be one third cash in hand on day of sale; one third in nine months and one third in eighteen months from day of sale. The defered payments to bear interest at the rate of six per centum per annum and be secured by mortgage on the premises. Said parties in open court expressly waived any question of said order being executed under the present appraisement so far as relates to the modification of said order but not as to the amount and consent that the advertisement of said sale be considered to have been commenced under this order of the court.

5859

5179 Home Building and Loan Association Company
vs
James B. Cole et al

Left of docket by order of court, at the cost of the defendants. In consideration of the following agreement, to wit:

In consideration of the sum of $125.00 paid by U D. Cole, and of the sum of $137.00 paid by E E Cole, said payments being on account of dues premium and interest on two shares of stock, and the loan made thereon to J. B. Cole, by the Home Building & Loan Association, and being the full face value of all such dues to the association, all the claim lien and rights of the said association in the premises, together with the judgment and decree in its favour, against the said J. B. Cole, in the Union Common Pleas, Case No 5179, is by order of the board of Directors of said association, and consent and agreement of all said parties, assigned to the said U D Cole & E E Cole, as their security for repayment of said sum by said J B Cole to them.

This assignment includes the notes and mortgages given it by said J. B. Cole for the loan aforesaid.

In testimony whereof, we have hereto set our hands with the seal of said association

R L Woodburn
President

E. E. Cole
Secretary.

Court then adjourned until Nine o clock Tommorrow Morning.

Tuesday March 18th A D 1890

Court convened at Nine o'clock this morning, his honor John A Price Judge presiding.

5859 Ann Eliza Smith
vs
Anson H. Smith

This cause came on this day to be heard on the petition ~~the~~ answer of the defendant and the evidence, and on consideration thereof the court finds 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 bonafide resident of this county of Union, and that the parties were married as in said petition set forth.

The court further find upon the evidence adduced that the defendant has been guilty of wilfull absence for three years next preceding the filing of 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 Ann Eliza Smith and Anson H. Smith be, and the same hereby is dissolved and both parties are released from the obligations of the same.

And the court finds that the sum heretofore paid to plaintiff by defendant is a just and fair portion of his estate and no further alimony is allowed,

It is further ordered that the custody, care, education of the said youngest child Merly Smith be, until further order confided to plaintiff, and the said plaintiff is hereby charged with all expense in regard to its care nurture, education, maintenance and support, and the said defendant is wholly released from any obligation to support the said child and is exempted from any expense on account of said child but may visit the same at reasonable times not oftener than once in two months.

It is further ordered that the custody, care, education, and control of the other children of said parties, to-wit; Archie, Bertie, Lula May and Clifton be until further ordered hereof confided to the defendant, and the defendant is charged with the maintenance and support of the same and the plaintiff is released from any and all obligations on account thereof

It is further ordered that said plaintiff have the privilege during any part of a week before the end of every alternate month to take said children or either of them to her home and care for them but not beyond the the first day of the next succeeding month, but said plaintiff shall not be at the expense of said children while so in her custody and under her care and shall return said children to the custody of the defendant at the expiration of the time herein named. Said plaintiff may first take said children under this decree the last week in April next and retain them until the first day of May next.

It is further ordered that each party pay one half of the cost made in this action and that this case be left off of the docket and for the purpose of making further order in regard to said children as occasion may require.

Tuesday March 18th A.D. 1890

5856 Eli P. Rogers vs Luther Liggett

This day came the parties and settled this case as follows; the defendant hereby cancels a judgment on the docket of Warrel Owens a justice of the peace of Millcreek Township Union County Ohio in favor of George Liggett and against E. P. Rogers. Said judgment is about $56.00 and the costs being assumed by said defendant; Said defendant also agrees to deliver to said E. P. Rogers two Notes signed by E. P. Rogers and payable to Liggett & Sullington the amount of the note or two Notes being about $145.00
The costs in this suit is to be paid as follows. Each party to pay his own witnesses and one half the other cost: Judgment accordingly.

5860 Daniel Pendleton vs The Village of Unionville Centre

This cause being heard upon the motion of defendant to compel the plaintiff to give security for costs, The court on consideration grants the same and requires the plaintiff to give security for costs in this action within 30 days from March 12th 1890 and cause continued.

5761 J. C. Rogers vs Luther Liggett et-al

On motion to the court it is ordered that the costs in this case and in case No 5703 be retaxed as follows, the witnesses in the two cases shall be allowed fees and mileage as for attendance in one case, and the cost of the witnesses in the two cases shall be equally divided and one half taxed in each case.

5929 E. B. Hathaway et-al vs Albert B. Hathaway et-al

On motion of plaintiff W. W. Merchant an attorney of this court is appointed Guardian ad litum for Albert B. Hathaway, Charles C. Hathaway, Martin W. Hathaway, Benjamine A Hathaway, William H Hathaway, Mary E. Hathaway and Amy E. Hathaway Minor of defendants in this action, and the said W. W. Merchant appeared in open court and accepted said appointment.

5929

5964

5-8

Tuesday March 18th A. D. 1890.

Ebenezer P. Hathaway et al
Alice Hathaway
5929 vs
Albert Hathaway et al

This day this cause come on to be heard upon the petition of plaintiff the answer of the Guardian ad Litem for the infant defendants Albert B. Hathaway Martin W. Hathaway, Benjamine A. Hathaway, William H. Hathaway, Mary E. Hathaway and Amy E. Hathaway and the evidence, and was argued by counsel, and the court being fully advised in the premises find the allegations of the petition to be true, and find that when the said Mary A. Hathaway executed and delivered a deed of conveyance to said Ebenezer P. Hathaway and Alice Hathaway on the 30th day of March 1880 for the premises described in plaintiffs petition, it was the intention of the said Mary A. Hathaway the grantor in said deed and so understood and accepted by said grantees, that said deed was to be, remain and operate as an absolute deed in fee simple to and in said grantees Ebenezer P. Hathaway and Alice Hathaway.

It is therefore ordered adjudged and decreed that said deed be so reformed as to show the true intent of said grantor and grantees, as above found by the court, and hereby declared to be the true intent and meaning of said deed of conveyance.

It is therefore further ordered that the title to said premises be forever quieted in said grantees.

It is further ordered that the costs of this action be paid by the plaintiffs and in default of such payment that execution issue therefor.

B. Rogers
596H vs
G. J. Baldwin

This day this cause came on for hearing on the motion of the defendant to vacate the injunction heretofore granted herein 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 injunction heretofore granted herein be, and the same hereby is vacated.

Thereupon the plaintiff asked, and obtained leave of the court to file an amended petition herein within ten days from this date.

Mary M Livingston
5-84 vs
Lycurgus Livingston

This day this cause was dismissed by plaintiff and other costs judgment vs plaintiff for costs

Tuesday March 18th A. D. 1890

806 The State of Ohio } Indictment for Murder in the first degree.
vs
Ellis Miller

5729

This cause coming on for hearing upon the demurrer to the indictment the court on consideration thereof, overrule the same, and thereupon the said defendant being brought into court 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. Thereupon the case is continued, on the showing of the defendant Ellis Miller by his Attorneys D. W. Ayers and W. T. Hoops until the 28th day of May A. D. 1890.

5788

Stephen Cranston Jr }
vs }
Orson Benton et al }

This day came on this cause to be heard on the motion of Stephen Cranston Jr as the Administrator of Phoebe Benton deceased and it appearing to the court that a part of the proceeds of the sale of the premises in case in partition were held by the Sheriff under the order of the court to await the decision of certain claims in suit against the said Administrator and it now appearing to the court that it will take all of said ballance of said purchase money to pay said indebtedness of said Estate, it is now ordered that said Sheriff pay over to said Administrator all of said ballance and that he accept the receipt of said Administrator in full satisfaction of the notes and mortgages and yet unpaid, the said Administrator to account for said sums in settlement as such Administrator.

5521

5786

806 The State of Ohio } Indictment for Murder in the first degree.
vs
Ellis Miller

And now the defendant being brought into court in charge of the Sheriff and being present in court in person and by his counsel heretofore appointed, this cause came on for hearing upon the demurrer to the indictment, the court on consideration thereof overrules the same, to which ruling and decision the defendant then excepted. Thereupon the said defendant 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.
Thereupon the defendant being still present in court in person and by his counsel moved the court to continue this cause until the next term of this court and the court on consideration grant said motion and it is ordered that this cause stand continued until the next term thereof and that time fixed for the trial commence be and the same is May 28th A. D. 1890 at 9 o'clock A. M.

Court then adjourned until 9 o'clock tommorow morning.

Wednesday March 19th A.D. 1890

Court convened at Nine o'clock this Morning, his Honor John A. Price Judge presiding

5729 — O. Aultman & Co vs L. F. Belt

This day this cause came on to be heard on the demurrer of defendant to the first cause of action in the plaintiffs petition, 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 thereupon the court grant leave to defendant to file answer in 30 days from the rising of the court.

5788 — Angeline January vs John L. Green et al

This cause is settled by the parties and cost paid. No Record.

5521 — Mercy M. Bland vs Ira Ferner

This cause is continued on the motion and showing of the plaintiff.

It is therefore considered that the plaintiff the costs of this term taxed at $

5786 — Adam Wolford Exec vs M. J. Abrahams

This day this cause came on for trial on the issues joined between the parties and a jury being waived, the same was submitted to the court on an agreed statement of facts and the same was argued by counsel and submitted to the court. On consideration the court do find on the issues joined in favor of the plaintiff and that there is due from the defendant to the plaintiff as such Executor the sum of one hundred and eighty and 25/100 dollars with interest thereon at six per cent from the first day of the present term to wit: March 3d 1890.

It is therefore considered and adjudged by the court that the plaintiff as such Executor do recover of the said defendant said sum of $180.25 with six per cent interest thereon from March 3d 1890 and the costs herein taxed to $.

Whereupon defendant made motion for a new trial. The motion was overruled to all of which rulings and decisions the defendant then excepted.

Wednesday March 19th A.D. 1890

5877 C. W. Marshall
vs
Martin Connor et al

On motion by Porter & Porter attorneys for the plaintiff and on producing the return of the Sheriff of the 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 said Sale and proceedings have been in all respects in conformity to law and the orders of 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 Sheriff convey to the purchaser John F. Bennett 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 coming now to distribute the proceeds of said Sale amounting to $3080.00. It is ordered that the Sheriff out of the money in his hands pay: 1st The costs of this action taxed at $ 2d The Taxes on the land now due amounting to $112.56 – 3d To the plaintiff the amount heretofore found due to-wit: $2892.60 and interest. It is found that nothing further remains in the Sheriffs hands for distribution – and nothing to distribute on the Mortgage lien of Adelia Wadsworth and the judgment lien of Eob

5864

5795 J. E. Artz
vs
John E. Harriman Guardian

This day came the parties by their attorneys and declared this cause compromised and settled upon the following terms to-wit; Defendant to pay plaintiff the sum of $25.00 and the costs of this action. It is therefore considered by the court that the plaintiff recover of the defendant the said sum of $25.00 and his costs herein taxed to $ –

Received the amount of the above judgment to-wit $25.00
P. R. Eden

Union County Ohio

To Drs Henderson & Swisher Dr

Jan 21st 1890. Making complete Autopsy on the body of Emma Johnson $50.00

I hereby certify the above autopsy was officially conducted.
A. B. Swisher M.D.
Coroner Union County, Ohio.

March 19th 1890. The foregoing bill is approved and allowed and ordered to be paid. The Clerk will make the proper Entry and certify the same to the county auditor.

John A. Rice. Judge.

Wednesday March 19th A.D. 1890.

Leslie E. Armorod a minor by his next-friend Thomas J. Armorod
5752 vs
A. Boylan and J. L. Boylan

The jury in this action having on a former day of this term rendered a verdict for the defendants and no motion for a new trial having been made the same being waived by the plaintiff, It is considered ordered and adjudged by the court that the said defendants go hence without day and recover from the plaintiff their costs herein expended. And it is further ordered and adjudged that the charge of the Stenographer, to-wit; $15.00 be paid one half by the plaintiff and one half ($7.50) by the defendants.

C. F. Lentz
5864 vs
Catherine Noggle

This day came the parties by their attorneys also came the following named persons as jurors; to-wit

1 J. A. Henderson	5 Leonidas Turner	9 Cornelius Shearer
2 Wilson Brown	6 M. W. Judy	10 Casper Rausch
3 L. H. Welch	7 W. L. James	11 T. J. Dodge and
4 Abel M Leary	8 L. A. Hedges	12 L. E. Winget - who were

duly empanelled and sworn, this cause come on for hearing on the pleadings and the evidence adduced, and said jury having heard the evidence, the arguments of counsel and charge of the court retired to their room for deliberation, and now comes the said jury into open court with their verdict in writing signed by their foreman and say;
"We, the jury, being duly impanelled 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 One Hundred three & 83/100 dollars.
W. L. James Foreman.
and this cause came on to be further heard upon the motion of the defendant for a new trial and the court being fully advised in the premises overruled said motion,

It is therefore considered that the plaintiff Charles F Lentz recover from the defendant Catherine Noggle the said sum of one hundred three & 83/100 dollars so as aforesaid due him and his cost herein expended. Taxed to $ -

Court then adjourned until 9 o'clock tomorrow morning.

Thursday March 20th A. D. 1890

Court convened at Nine oclock this Morning his honor John A Price judge.

5935 A. R. Showalter vs E. C. Piper

Now comes the plaintiff by his attorney, and the defendant being in default for answer and demmurer, the court find that the allegations of the petition are confessed by him to be true and that the plaintiff is entitled to recover his damages by reason of the premises from the said defendant. And thereupon the court assess said damages at Five hundred and Sixty three dollars.

It is therefore considered that the plaintiff A. R. Showalter recover from the defendant E. C. Piper the said sum of Five hundred and Sixty three dollars and his costs herein expended, and that said judgment bear interest at 8% from date of this decree. March 20th 1890.

5872 John R. Day vs P. S. Wagnegar

This day came this cause on to be heard upon the motion of the plaintiff to require the defendant to give additional security for cost, on consideration whereof the court finds that John R. Day is not a resident of said county and that the sum deposited by him for costs is insufficient. 5783

The court therefore order that said plaintiff give additional security to the acceptance of the clerk of the court by the first day of May next and that in default thereof this cause stand dismissed.

5878 John D. Herd admr vs Hiram D. Herd

This day this cause came on to be heard upon the petition of plaintiff and the evidence, the defendant not answering or demmuring to said petition, and the court being advised in the premises find that there is due the plaintiff as such administrator (after deducting five dollars from the amount claimed by the plaintiff in his 3rd cause of action) the sum of Eight hundred and thirty three & 1/100 dollars ($833.10) against the defendant: as the plaintiff hath claimed in his petition

It is therefore considered and adjudged that the plaintiff as such administrator recover of the defendant said sum of Eight hundred and thirty three & 1/100 dollars so as aforesaid found his due and also his costs in this behalf expended taxed at $

And stay of execution is agreed to until the legal amount going to Hiram D Herd as an heir of said estate shall be ascertained and interest to be computed on said amounts coming to said Hiram D. Herd from the time the same should be payable.

Thursday March 20th A. D. 1890.

Alice M. Houston }
5919 vs }
William A. Houston }

This day this cause came on to be heard, and the defendant having been duly served with summons and copy of the petition, and was also served legally by publication, he being absent from the State of Ohio and having failed to appear or to answer or demmurrer to said petition the court find the allegations of said petition to be true, and find upon evidence adduced that the defendant has been guilty of gross neglect of duty toward plaintiff as alleged by her and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered, decreed and adjudged by the court that the marriage contract heretofore existing between the said Alice M Houston and William A Houston be and the same is hereby dissolved ~~annulled~~ and set aside and the parties relased from the obligations of the same.

It is further ordered that the plaintiff have the custody, education and control of their said child Grace, defendant to have the privilege of visiting said child at all reasonable times, but is otherwise not to interfere with the custody of said child until the further orders.

It is further ordered and adjudged that defendant pay the costs of this action taxed at $

Sarah C. Montgomery }
5783 vs }
John C. Montgomery admr }

This day came the parties by their attorneys also came the following named persons as jurors to wit:

1 S. E. Williams	5 Wilson Brown	9 M. W. Judy
2 Joseph Hoff	6 L. H. Welch	10 W. L. James
3 Samuel McIntire	7 Abel M. Leary	11 L. A. Hedges and
4 J. A. Henderson	8 Leonidas Turner	12 Ormsmus Shearer who

were duly impaneled and sworn according to law and this case came on to be heard upon the pleadings and the evidence and the said jury having heard the evidence adduced the arguments of counsel and the charge of the court retired to their room for deliberation. And now comes 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 defendant at the sum of $463.23 Fourhundred Sixty three 23/100 dollars.

J. A. Henderson Foreman

And this came on to be heard on the motion of the defendant for a new trial which motion was overruled by the court to which ruling the defendant excepted.

Error

It is therefore considered by the court that the plaintiff recover of the defendant John C. Montgomery as administrator the said sum of $463.23 and her costs herein taxed at $

Thursday March 20th A.D. 1890

5921 D. Kelley
vs
Sarah J. Perry et al

This day this cause came on for trial and thereupon came jury to-wit;

1 D. E. Williams
2 Joseph Roff
3 Samuel McIntire
4 Jas A. Henderson
5 Wilson Brown
6 G. H. Welch
7 Abel M Lasy
8 Leonidas Turner
9 M. W. Judy
10 W. L. James
11 L. A. Hedges and
12 Onismus Shearer. and

after hearing the evidence and charge of the court the jury find for the defendant Sarah J. Perry. It is therefore considered by the court that she go hence and recover her costs taxed at $

The court further find that the defendant Charles Perry is indebted to the plaintiff in the sum of $126.14 and that he is in default for answer to the same. It is therefore considered by the court that the plaintiff recover of the defendant Charles Perry said sum of $126.14 and his costs herein expended taxed at $ -

Sheriffs Office. Union County Ohio.
Marysville Ohio March 1890

To Hon. John A. Price Judge

The bount charges for the March term A.D. 1890 Union County Common pleas. are due for services rendered and are as follows:

Union County, Ohio

To Thomas Martin. Sheriff. Dr

To Serving Grand jury venire	$4.50
To Serving Petit jury venire	$4.50
To Serving Grand jury witnesses, 67	$5.90
To 561 Miles travel. Grand jury witnesses	44.88
To J W. Lawrence Special Bailiff	34.00
To E. P. Houghton " "	34.00
Total	$133.68

I hereby certify the above bill to be correct;

Thomas Martin, Sheriff Union county Ohio

To the Clerk of Court; Union County,

You will make entry of the above bill and certify the same to the county Auditor.

John A. Price
Judge Common pleas Court.

5699 Elijah Mitchel
vs
Chicago St L & P R R Co

This day leave was granted the plaintiff to file amended petition in ten days from the rising of this court.

5638

5537

Thursday March 20th A. D 1890

George Crandall }
5638 vs }
Jasper Woodworth et al }

This day came the parties and thereupon this cause came on to be heard upon the Motion of the said George Crandall, Imogene Moran, Emma Bales, Clara Kennedy and Asa Lee for the appointment of a Receiver herein. and the court being fully advised in the premises, finds that due and legal notice of this motion has been given to the defendants; The court further find that the parties making said Motion have a probable interest in said Woodworth, farm, being farm mentioned in said will to wit; about five hundred and sixty five acres in Union township Union county Ohio, and fully described in the plat originally attached to the petition in this case.

The court further finds that the parties making said Motion have also a probable interest in the rents and profits of said lands.

The court further finds that said premises have been suffered to run down and become out of repair and that the rights of said parties making said Motion are jeopardised, and their portion of the rents and profits of said land is in danger of being lost and the said property materially injured, and that a receiver is necessary to preserve said property and to collect the rents and profits of said lands, and to make necessary repairs on said farm pending the final decision of this case.

It is therefore ordered that John F. Bennett be, and he is hereby appointed receiver of the said farm and of the rents and profits of the same. That said receiver on being qualified proceed to rent said farm to the best advantage for all parties, and that he make such repairs as may be reasonable and necessary to preserve said property, and keep it from decay. He is instructed to collect the rents due and to become due, and after making reasonable repairs and the payment of taxes, that he pay Hilah Woodworth one third of the net proceeds of said farm annually; Said Receiver is instructed to permit the said Hilah Woodworth to occupy the Mansion house on said farm free of rent; Also, He is to have the use of the garden and so much of the barn as he may need free of rent. In renting said farm the Receiver shall give to Charles Woodworth, William Woodworth Imogene Moran and Allen Woodworth the preference in renting the houses heretofore and now occupied by them respectively providing they pay as much as anyone else.

And the said Receiver is ordered to give bond in the sum of $2500.00 payable to the State of Ohio and conditioned according to law before entering upon the duties of his duties as such Receiver.

And now came the said John F. Bennett and presented his said undertaking with as his Sureties, to the approval of the court and was sworn as such Receiver.

Perry McAdams }
5539 vs }
Charles McCune }

The plaintiff having failed to comply with the order of the court in regard to giving security for cost. It is ordered that this case stand dismissed at the cost of the plaintiff.

It is therefore adjudged by the court that the defendant recover of the plaintiff his cost herein expended taxed at $

Thursday March 20th A.D. 1890

5901 Edith A. Shiels
vs
Isaac W. Shiels

This cause came on for hearing and was submitted to the court upon the pleadings and evidence, 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 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 extreme cruelty towards plaintiff and of habitual drunkenness for more than three years last past as alleged in her 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 hitherto existing between the said Edith A. Shiels and Isaac W. Shiels 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 be given and decreed as follows; the defendant has, exclusively the custody, care, education and control of the two older children to-wit; John & Clark, and the plaintiff exclusively of the youngest child, to-wit; Chloe, but it is hereby ordered that both the plaintiff and defendant shall have the privilege each of their said children respectively at all reasonable times.

It is further ordered that the defendant pay to the plaintiff as her reasonable alimony the sum of Two hundred dollars and fifteen dollars on costs within 30 days from the rising of this court the same to be in lieu of her dower in all property the defendant may die seized of and that said $215.00 is hereby ordered and the same is declared a lien on the premises described in said petition, to-wit; In Lot Number (5) Five in the Village of Rosia in said county of Union and State of Ohio.

5922 Charles Slater
vs
J. S. Robinson

This day came the parties and on motion of the defendants leave is given them to file answer in 20 days, and the Garnishee D. W. Ayers as Administrator of the estate of Samuel D. Robinson decd is ordered to answer as Garnishee by May 26th 1890 and the cause is continued by agreement.

5923 Charles Slater
vs
J. S. Robinson

This day came the parties and on motion of the defendants leave is given them to file answer in 20 days, and the Garnishee D. W. Ayers as Administrator of the Estate of Samuel D Robinson decd is ordered to answer as Garnishee by May 26th 1890 and the cause continued by agreement.

Thursday March 20th. A.D. 1890

5816 Charles C. Jewett admr &c
vs
M. F. Langstaff et al

This day came the parties to this cause and submitted the cause to the court on the cross petition of J. J. Hane doing business under the firm name of the Farmers Bank of Marion, Whereupon the court being fully advised in the premises doth find there is due to Said J. J. Hane doing business in the name of the Farmers Bank of Marion from M. F. Langstaff on the mortgage signed by him and his wife Mary Langstaff on the premises described in Said petition the sum of Fifteen hundred dollars with Eight per cent interest thereon from the first day of October 1888 payable annually which on the first day of this term of court amounts to the sum of Sixteen hundred and Seventy one & 30/100 dollars which is a lien on Said premises from October 15th 1888.

It is therefore ordered and decreed that Said M. F. Langstaff pay to Said J. J. Hane doing business as aforesaid Said Sum of $1671.30 with 8% interest from March 20 1890 or in default thereof that Said premises be Sold including the incohate right of dower of Said Mary Langstaff to Satisfy this decree.

5855 Hiram D. Herd
vs
Thomas Herd Sr et al

This day came on this cause to be heard to the court, Whereupon the court being fully advised in the premises doth find for the plaintiff that there Should be injunction against defendants.

Wherefore it is ordered and decreed by the court that the defendants be and they are hereby enjoined from cutting and removing any timber from the land in the petition described except Necessary fuel for himself and for the improvement of the said land and to take fire wood not valuable for other purposes if there be good firewood of that kind. And as defendants disclaimed in their answer that they intended to commit waste the court order the plaintiff to pay the costs herein taxed at $ in ten days.

Thursday March 20th A. D 1890

Charles A. Jewett admr of
the estate of Caleb R. Jewett decd
58.16 vs
M. F. Langstaff Mary Langstaff his wife
A. H. Keling Lester Oliver and J. J. Hane
President of the Farmers Bank of Marion

This cause coming on for hearing was submitted to the court on the petition, the answer of the defendant John J. Hane doing business as the Farmers Bank of Marion Ohio assignee of the defendant A. H. Keling and the evidence, the court find that the defendants M. F. Langstaff Mary Langstaff Lester Oliver have been duly served with summons in this case and are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true and that said A. H. Keling has been duly served with summons in this case and that he has assigned his note and mortgage to the defendant John J. Hane who has been made a party hereto and filed his answer and cross petition setting up his claim and in which he does not deny the allegations of the petition and the said M. F. Langstaff, Mary Langstaff and Lester Olivee are in default for answer & demurrer thereto and that the allegations of the said cross petition are thereby confessed by them to be true.

The court further find that the said Charles A. Jewett is the duly appointed and qualified administrator of said Caleb R. Jewett deceased as alleged; That the said Caleb R. Jewett recovered a judgment against said M. F. Langstaff and Lester Oliver by the consideration of this court May 21st 1888 recovered a judgment at Law in case No for $648.34 with interest at 8% and his costs taxed to $14.44 that execution was issued in said judgment at law and levied on the undivided one third of lot No 93 in Richwood Union county Ohio as the property of M. F. Langstaff described in the petition January 26th 1889; that there is now due on said judgment the sum of $743.40 with interest at 8% from March 20th 1890 and that said judgment is is the first and best lien on said lot; and it further appearing to the court that since the commencement of this suit by agreement and consent of all the parties hereto the said M. F. Langstaff and Mary Langstaff his wife have sold and conveyed said undivided 1/3 of said lot No 93 and the proceeds of said was by agreement of all parties including said Mary Langstaff deposited with the clerk of this court until this case shall be decided and said fund amounting to $267.00 in Money and a note for $133.00 payable to the order of said clerk and signed by J. P. Marriott is now in the hands of said clerk to be distributed as the proceeds of the sale of said interest in said lot in accordance with said agreement;

It is therefore considered ordered and adjudged that the plaintiffs said judgment is the first and best lien in said undivided 1/3 interest of said M. F. Langstaff in said lot No 93. And the court coming now to distribute the said fund in the hands of the clerk in accordance with said agreement out of the funds in his hands pay;

First: The costs of this action taxed at $17.29

Second: The costs in the suit of Caleb R. Jewett vs M. F. Langstaff taxed at $14.82

Third: To the said John J. Hane doing business as aforesaid, the value of the inchoate right of dower of Mary Langstaff which the court finds to be the sum of $14.46

And the having at this term found the amount due said Hane on his mortgage doth award execution therefor for the balance as provided by law

Thursday March 20th A D 1890.

which ballance the court finds to be $1656 with interest from March 5th 1890 for which ballance Execution is hereby awarded by the court.

Fourth. To the plaintiff Charles O. Jewett as Administrator or his attorney the balance of the money in his hands amounting to $184 67 And that he endorse and deliver the said note in his hands over to said Charles O. Jewett Admr.

And there still remaining due to the said Charles O. Jewett as said administrator the sum of $

It is considered that he recover the same from said defendants M. F. Langstaff and Lester Oliver and Execution is awarded therefor.

5426. Annie Knoots vs N. D. Degood, Almeda Degood et al

This cause now coming on for hearing on the petition of the plaintiff Annie Knoots and the evidence, the court find that the defendants N. D. Degood, Almeda Degood and Joseph Hawn have been duly served with Summons in this case, and the defendant Joseph Dickinson has waived the issueing and service of Summons and entered his appearance herein and that they are in default for answer and demmurer 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 N. D. Degood on the prommissory note set forth in the petition with interest to the date of this decree March 15 1890 the sum of two hundred and Ninety six and 83/100 dollars.

The court further find that in order to secure the payment of said note, the defendants N. D. Degood and Almeda Degood his wife executed and delivered to said Joseph Hawn who duly assigned the same to plaintiff their certain Mortgage as in the petition described and on the premises therein described; That said Mortgage was duly recorded in book 21 page 288 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 N. D. Degood the said sum of Two hundred and Ninety six & 83/100 dollars with interest at 8% per annum payable semi-annually from March 15th 1890 and his costs herein expended.

And it is further ordered and decreed that unless the defendant N. D. Degood 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 as aforesaid with interest from the 15th day of March 1890 at 8% per annum payable semi annually 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.

Thursday March 20th A. D. 1890.

Sarah H. Sutton
5844 vs
Delmore Snodgrass et al

This day this cause came on for hearing on the petition and answer and cross petition of the defendant Perry Douglass and the evidence and the same was submitted to the court, on consideration whereof the court find that there is due from the defendants Delmore Snodgrass and Lacey A Snodgrass to the plaintiff the sum of Six hundred Ninety nine & 40/100 dollars with interest thereon at Eight per cent from the first day of the present term of court, to-wit: March 3rd 1890.
The court further find that said defendants Delmore Snodgrass and Lacey A. Snodgrass Executed the mortgage set forth in plaintiffs petition herein filed and on the premises therein described to secure the payment of said indebtedness as above found due and that the same is the first and best lien on said premises
It is therefore considered, ordered and decreed by the court that an order issue to the Sheriff of Said Union county Ohio. commanding him to appraise advertise and sell said premises as upon Execution and bring the proceeds into court for distribution in accordance with this order.

Sarah A Sutton
5844 vs
Delmore Snodgrass et al

This day this cause came on for hearing on the answer and cross petition of the defendant Perry Douglass, and the said defendants Delmore Snodgrass and Lacey A. Snodgrass being in default for answer and demurrer to the said answer and cross petition. the court find that the allegations therein contained as against said defendants are true and that there is due from said defendant Delmore Snodgrass on the note set up in said answer and cross petition the sum of Nine hundred and four and 67/100 dollars with 8% interest from the first day of the present term of this court March 3rd 1890
The court further find that the said defendants Delmore Snodgrass and Lacey A. Snodgrass Executed the mortgage described in said answer and cross petition and on the premises described in said plaintiffs petition herein and is the second best lien on said premises.
It is therefore considered ordered and decreed by the court that an order issue to the Sheriff of Said Union county, Ohio. commanding him to appraise advertise and sell said premises as upon Execution and bring the proceeds into court for distribution -

5889 C. Aultman & Co
vs
Philip Meyers &
O. M. Scott & Bro

This day this cause came on to be heard on the allegations in the plaintiff petition. the defendants Philip Myers and O. M. Scott & Bro being in default for demmurer or answer herein, and was submitted to the court on consideration whereof the court find that by virtue of a levy made in october 1884 on one Massilon Separator, one two horse wagon One Sell wood Saw, one Sett Double Harness, one Side bar Top Buggy, one Huber Engine 120 feet Rubber Belt, one Clover Huller attachment and one Sorrel horse 6 or 7 years old of the property of Philip Myers that the said C. Aultman & Co plaintiffs have the first and best liens thereon, and adjudged that the plaintiff recover from the proceeds of the Sale of said property on the judgment alleged in his petition the sum of Fifty Six & 85/100 dollars the amount of said judgment and costs and costs herein taxed to $

It is therefore considered, ordered and adjudged by the court that the plaintiff has the first and best lien for the sum of Fifty Six & 85/100 dollars on the property of the said Philip Myers so levied upon as aforesaid, and that upon the Sale of the same the the plaintiffs lien is to be first satisfied and that the plaintiff in addition to said sum recover its costs herein taxed to $.

5958 Ernest M. Gibson
vs
John G. Wallace et al

This day this cause came on to be heard on the motion of plaintiff for the appointment of a Receiver in this cause as prayed for in his petition. Whereupon the court being fully advised in the premises do order that this cause No 5958 be and the same is hereby consolidated with cause No 5953 in which John G. Wallace & Joseph Darling are plaintiffs and Morris W. Hill is defendant & is to be carried on under that title, Whereupon the court being fully advised in the premises doth find that it is necessary to have a Receiver appointed to take possession of said Stock of goods mentioned in the said petition of Ernest Gibson pending this suit and until further order, it appearing that neither said John G. Wallace, Joseph Darling or Morris W. Hill will receive the Key to said Store wherein said goods are & take possession thereof and release the said Gibson from the care an responsibility of the same.

Therefore it is hereby ordered that Thomas Martin be and he is appointed Receiver in said cause to accept the key of said Store house from said Gibson and take possession of said Stock of goods & hold the same until further order

And said Receiver before acting as such shall execute and deliver a bond in the sum of one hundred dollars to said Wallace & Darling & said Hill conditioned that he will honestly and faithfully discharge his duty as said Receiver

And thereupon said Receiver appeared and accepted said appointment and gave Bond.

5780

5797

Vacation.

John ~~Sarah~~ Montgomery admr
vs
Sarah ~~John~~ Montgomery ~~admrx~~

April 16th 1890.

Now comes the plaintiff and presents his bill of exceptions, which is allowed, signed, sealed and made part of the Record. —

April 16th 1890

5786 Adam Wolford Exr &c
vs
Mrs M J Abrams.

Now comes the plaintiff and presents his bill of exceptions, and agreed State of facts, which is allowed and made part of the Record.

Ayers & Broderick

April 22d AD 1890.

5972. Hannah Andrews,
vs
Lewis G Andrews

Conditional order for Reviver of Judgment.

Now come the plaintiff herein, and enter motion, and it appearing to the court, that the decree heretofore rendered in this action, to wit, at the October term 1883, for the sum of $300.00, interest and costs has become dormant by lapse of time, and still remains wholly unpaid, it is ordered that said Judgment be revived, unless sufficient cause be shown against the same within 10 days after the service of this ~~order~~ order upon the said defendant.

Done at Chambers, at Bellefontaine, Ohio, this 22d day of April A.D. 1890

John A Price
Judge of the Common Pleas Court.

In Vacation

Order of Injunction.

Benjamin Rogers
vs
G J Baldwin

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

And now on the 22d day of March AD 1890, Came the Plaintiff by J L Cameron, his Attorney, and it being made to appear that there is 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 Plaintiff Benjamin Rogers, and the affidavit therein filed, and after hearing the arguments 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, be restrained and enjoined from proceeding with the execution, or from any other further attempt in any way to collect Said pretended Judgment, or any part thereof; And upon final hearing he may be forever and perpetually enjoined from interfering with Plaintiff, or his property, on account of Said pretended Judgment, 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 Said Clerk of the Court of Common pleas, in the Sum of $ 50 —

Fees $2.00

Leonidas Piper, Probate Judge

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Thursday March 20th A.D. 1890.

George M Richard
vs
5071. Uriah Cahill et.al.

This day this cause came on for hearing, and thereupon came all the parties herein by their attorneys, and for good Cause Shown the Court does hereby set aside the report heretofore made by W. C. Rowe, appointed as Surveyor in this case, and the said defendants, the Commissioners of Madison County, Ohio, and the said defendants, the Commissioners of Union County Ohio, having heretofore in Joint Session, agreed to establish the line between said Counties of Madison, and Union, and having at said Joint session appointed Jonathan Arnott, Esq, as Surveyor on behalf of Madison County, and Andrew J Mowery Esq, as Surveyor on behalf of said Union County, and said Surveyors having proceeded to survey said line, and having made report thereof to said Commissioners in Joint Session, which report was by said Boards Commissioners in Joint Session as aforesaid, approved and confirmed, and which report is hereby by the Court, with the consent of the parties approved, and confirmed. It was agreed by and between said defendants, the Commissioners of Madison County, Ohio, and the said Commissioners of Union County, Ohio, That the line between the Counties of Union and Madison, in said State of Ohio, be, and the Same hereby is, Established as follows; Beginning at a Stone monument, (originally a Boulder Stone) known as the "Kile ~~Corner~~ Stone", in the lands of James A Kile, which Stone is regarded as one of the North Westerly Corners of Franklin County. Thence in a Straight line, on an average Magnetic course, of about 89° 40' West, Sixteen thousand, one hundred and forty four feet, to a Stone Monument, at a point on the westerly bank on Big Darby Creek, where said line intersects the line of the Most easterly Alley in the village of Plain City (crossing Sugar Creek at Station 93.23 - Station 100 feet - and running into and with Big Darby Creek at Station 148.00 passing through a Blue Ash tree on the left bank of said Big Darby Creek, at Station 156.11, Which Blue Ash tree was blocked in 1889 by W C Rowe Esq, and crossing Big Darby creek at about Station 156.80.); Thence from said Stone monument, in a Straight line westerly, Seven thousand Eight hundred and Eighteen feet, to a stone monument four feet East of the center of a "Burr Oak, tree on the lands of Marshal Guy, and John Guy, Which tree was blocked by said W. C. Rowe, and is referred to by him in his report, to the Court of Common Pleas, of Union County Ohio, in Case No 5071, wherein George M Rickard was plaintiff and Uriah Cahill, et al, were defendants, by the letter "T." (crossing Chelacothe Street, in said Village of Plain City, at station 170.15; Main Street, at Station 184.00; the, C. St L. & P. R. R. track at Station 195.88, making an angle of twenty two degrees, and twenty five minutes with the center line of the main track thereof, Crossing the Middle Pike at Station 200.35. and the Milton Winget Pike at Station 221.82.) Thence in a Straight line, on a vagrant Magnetic reading of between South Eighty nine degrees and forty minutes West

and North Eighty nine degrees and fifteen minutes west, fifty nine thousand, one hundred and Seventy Eight feet to a Stone monument in the East line of Champaign, Ohio, which Stone is one hundred and fifty nine feet North of a Stone in in Said Champaign County line with crosses on its Summit, heretofore regarded as the corner of Said Madison ~~County~~ and Union Counties. (Crossing Little Darby Creek near Chuckery at Station 519.96. the London Marysville Gravel Road at Station 527.57. and the Liverpool and Irwin Station Gravel Road, at Station 592.05, and passing midway between two Burr Oaks, on the lands of Asa Bates, which trees were blazed by said W C Rowe, and referred to by him in the above mentioned report by the figures "5" & "6" Crossing little Darby Creek, also known as Treakles Creek, three times; at Station 778.15, 785.05, and 786.52, respectively. the Vanesse Gravel Road, at Station 798.67, and the Center line of the C. C. C. & St. L. R.R. track at Station 818.54.) The entire length of said line being Eighty three thousand, one hundred and forty feet.

And that the costs of this action, (including the account of W. C. Rowe, Esq. herein filed, for surveying said line, under appointment of this Court,) shall be equally divided between said Counties of Madison and Union.

It is therefore considered, ordered and decreed by the Court that the line herein agreed upon by said Defendants, as aforesaid be, and the same hereby is established by this Court as the true line between said Counties of Madison and Union. And that the Clerk of this Court make out and transfer to the Auditors of Union and Madison Counties Each, a certified copy of this Journal Entry, Decree & order forthwith. It is further ordered, that the costs herein, together with the fees and expenses of W. C. Rowe Esq. for surveying said line by order of this Court, be paid in equal proportions by the said Counties of Madison and Union.

It is further ordered, that said plaintiff, George M Rickard, be allowed to pay his taxes on land in dispute herein, to the Treasurer of Said Madison County, Ohio, without penalty.

John F Locke, J W Robinson and McClure and Converse, Attorneys for Commissioners of Madison County, Ohio.

Porter & Porter, and John M Broderick Attorneys for Commissioners of Union County Ohio.

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

This Separate Session of the Court of Common pleas, for the Term of March AD 1890, was begun on the First Monday, March 3d 1890, and continued from day to day by regular adjournments, until this 20th day of March 1890 And is now adjourned without day

R M Crosby Clerk.

Mandate

Supreme Court of The State of Ohio.

The State of Ohio, City of Columbus, } January Term 1890

Brown & Howe vs George Smith } 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 ~~plaintiff~~ defendant in error recover from the plaintiffs in error, his costs herein expended taxed to $— — And this cause is remanded to the Court of Common Pleas with direction to render a judgment in favour of the defendant on the second defence in his answer to the petition of the plaintiff.

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.

(Seal)

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 this 2d day of May AD 1890

Urban H Hester Clerk.

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 delay to carry the within and foregoing judgment of our Supreme Court of Ohio, in the Cause of

Bowers & Howe
vs
George Smith,

into execution, the petition in error herein, and heretofore granted to the Contrary notwithstanding

(Seal)

Witness Urban H Hester Clerk of our Supreme Court of Ohio, at Columbus, this 2d day of May AD 1890

Urban H Hester Clerk

In Vacation

Uroma Beightler vs John L Beightler Adolphus Burris and Samuel Beightler,	Before the Probate Judge Union County, Ohio. (Motion for Temporary injunction) May Term AD 1890

Motion for a Temporary injunction in the Common Pleas Court. Union County Ohio. And now on this Eighth day of May 1890. Came the plaintiff by Jelle Kennedy her attorney and it being made to appear that said action is pending in the Common Pleas Court of said County, and there is at this time no common Pleas Judge within said County the motion of the plaintiff for a Temporary injunction came on and was heard upon the petition of the plaintiff Uroma Beightler, and the affidavit 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 John L Beightler from disposing of or transferring any of said credits, or collecting the same, and applying the same to his own use. And also that the writ of Injunction issue commanding Adolphus Burris and Samuel Beightler not to pay or transfer to said John Beightler any part of the money due the said plaintiff or to the said John L Beightler until further order by the Court as prayed for in said petition of plaintiff

It is further ordered that the clerk of the common Pleas Court issue Summons endorsed injunction allowed

No Bond Required

L Piper Probate Judge,

Mandate from The Circuit Court.

The State of Ohio. } Circuit Court
Union County, ss. } 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 }
" Henry H Seney } Presiding Judges,

At Marysville Ohio, on the 24th day of January AD 1890, among other proceedings then and there had by and before said court, as appears by its journal, were the following, viz,

No 90. } M S Sanford,
vs
The Trustees of the Baptist Church

This cause came 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 the said proceedings and judgment,

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, taxed at, $.

And the court being of opinion that there were reasonable grounds for proceedings in error, allow no penalty,

It is further ordered that a special Mandate be sent to the Common Pleas Court of Union County, for execution upon this judgment,

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, P M Cleary, Clerk of the Circuit Court of Ohio, within and for the County of Union, do 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 25th day of January AD 1890

P M Cleary Clerk, Circuit Court

The State of Ohio, Union County } 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. S. Sanford,
vs
The Trustees of the Baptist Church of Peakwood Ohio

into Execution

Witness P M Cleary, Clerk of our said ~~Circuit~~ Court at Marysville Ohio, this 25th day of January AD 1890

P M Cleary Clerk,

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Monday May 26th A.D. 1890.

The State of Ohio County of Union SS.

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 of our Lord one thousand Eight-hundred and Ninety and held in the court house in the Village of Marysville county and State aforesaid, was begun on Monday the 26th day of May in the year aforesaid.

"Present"

Hon John A. Price

Judge of the court of common Pleas of the 10 judicial district of Ohio

Thomas Martin Esq

Sheriff of Union county O

A. B. Swisher M. D.

Coroner of Union County Ohio

Attest-

R. McCrory.

Clerk of the court of Common pleas of Union County, Ohio.

By W. M. Winget

Deputy-

The Venire-facias for a grand jury, heretofore issued, and returnable this day at 10 o'clock A.M. was duly returned by the Sheriff with his endorsements thereon as follows: to-wit;

on the 28th day of April 1890, 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

1	A H. Dean	May 3d 1890	by Copy
2	George Leasure	" " "	"
3	J. B. Davis	" " "	"
4	W. W. McMahon	" " "	"
5	W. H. Hoover	" " "	"
6	David McCloud	" " "	"
7	Samuel Sherwood	" " "	"
8	John W. Mitchel	" " "	"
9	E. C. Thompson	" " "	"
10	James Cox	" 9 "	"
11	Alex Durflinger	" " "	"
12	W. F. Howard	" " "	"
13	A. R. Showalter	" " "	"
14	Henry Stalder	" 10 "	"
15	D. C. Baker	" " "	"

Thomas Martin, Sheriff.

And upon calling the same in open court- A. H. Dean- David McCloud W. W. McMahon. Samuel Sherwood. W. H. Hoover. W. F. Howard John Mitchel George Leasure J. B. Davis A. R. Showalter Henry Stalder E. C. Thompson Alexander Durflinger and D. C. Baker

5917

Monday May 26th A.D. 1890

and the panel being incomplete Alexander Reed ~~was~~ one of the persons summoned as petit jurors was called to complete the same and the panel being full the court appointed Samuel Sherwood 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. The following named persons compose the grand jury, to-wit:

1 Samuel Sherwood Foreman	6 W. F. Howard	11 Henry Stolder
2 A. H. Dean	7 John Mitchel	12 E. C. Thompson
3 David McCloud	8 George Leasure	13 Alex Dunlinger
4 W. W. Merchant	9 J. B. Davis	14 L. S. Baker and
5 W. H. Hoover	10 A. B. Showalter	15 Alexander Reed.

5917 P. Cuneo vs Richard Mayfield 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 Duncan McLean 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 Ohio. And the court coming now to distribute the proceeds of said sale amounting to $418.25 it is ordered that the Sheriff out of the money in his hands pay first - To the Sheriff of this county the taxes penalty and interest against said property, to-wit; the sum of $57.21 - Second the costs of this action taxed at $48.15 and to the plaintiff P. Cuneo the ~~amount last found due him with interest to wit; the sum of~~ residue of the purchase money yet remaining in the hands of the Sheriff -

Monday May 26th A.D. 1890

5932 Millard F. Langstaff Guardian &c
vs
Mary Mc. Hawn et-al

This day this cause came on to be heard on the on the petition and the evidence, and the court find 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, Thereupon the court further find that the plaintiff as guardian as set forth and the defendants hereinafter named are tenants in common in the estate described in the petition; that the said Mary Mc Hawn, widow is entitled to dower therein and that subject thereto the said Andrew Perry Hawn plaintiffs ward has a legal right to the one half of said estate and the defendant Lester Hawn a legal right to the remaining one half thereof; and that the plaintiff is entitled to have partition made of said premises as prayed in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made, and that dower therein be assigned to the said Mary M Hawn and William King, William Watrous and H. McFadden 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 divided by metes and bounds, the dower of the said Mary Mc. Hawn be assigned as of a third part of the rents, issues and profits thereof and that said estate be appraised both subject to and free from said dower interest.

And it is ordered that a writ 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 hereinbefore severally found entitled, and also cause to be set off and assigned, in manner as above ordered, the dower of the said Mary Mc. Hawn, and of his proceedings herein the said Sheriff is ordered to make due return.

5928 U. S. Magruder Guardian &c
vs
George Caldwell et-al

This day on application of the defendant George Caldwell and the purchaser of the premises, A. A. Hill, L. B Harvey Esq is appointed to survey the premises hereinbefore sold, but reserving to said defendant George Caldwell all rights under said sale without reference to said survey.

Monday, May 26th A. D. 1890

James Conley }
5954 vs }
Henry Hancock }

This day this cause came on for hearing and the defendant being in default for answer and demmurer the court find the allegations of the petition confessed by him to be true and that there is due from said defendant to said plaintiff the sum of One hundred and fifty 00/100 dollars.

It is therefore considered and adjudged by the court that said plaintiff do recover of said defendant said sum of One hundred fifty & 00/100 dollars with interest from the first day of the present term to-wit; May 26th 1890 and the costs herein expended taxed to & and Execution is awarded therefor.

Amos Clover }
5975 vs }
Samuel McAdow et al }

This day the attorney of the plaintiff came and suggested that the plaintiff hath died since the petition was filed and that E. E. Neff J. J. Clover and Samuel Clover have been duly appointed the administrators of his Estate Thereupon leave is granted to said administrators to become plaintiffs and prosecute this action.

Monday May 26th A.D. 1890

6000 Hill & Lenox
vs
J. W. Van Cleve

This day came the plaintiffs by their attorney also appeared in open court, for and on behalf of said defendant W. T. Hoops an attorney at law of this court, and by 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 issueing and service of process in this action, and confessed a judgement on said note against said defendant, and in favor of said plaintiffs for Four Hundred & five 45/100 dollars being the amount of the principal and interest due on said note, and for 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 defendant the sum of $405.50 being the amount of said note with interest computed at 6% per annum from the 26th day of September A.D. 1887 and also their costs herein expended taxed at $

6001 Hill & Lenox
vs
J. W. Van Cleve

This day came the plaintiffs by their attorney; also appeared W. T. Hoops 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 issueing and service of process in this action and confessed a judgement on said note against said defendant; and in favor of said plaintiffs for $307.46 being the amount of the principal and interest due on said note, on for the costs taxed and to be taxed and released all exceptions Errors, and right of appeal in the premises,

It is therefore considered that the plaintiffs recover of said defendant the sum of $307.46 being the amount of said note with interest computed at 6% per annum from the 26th day of September A.D. 1887 and also their costs herein expended taxed at $

Court then adjourned until 9 o'clock tommorrow morning.

Tuesday May 27th A.D. 1890

Report of Grand jury

This day appeared at the bar of this court the grand jury heretofore impanelled and sworn in and for the body of the county aforesaid, viz

1 Samuel Sherwood Foreman	6 W F. Howard	11 Henry Stolder
2 A. H. Dean	7 John Mitchel	12 R. C. Thompson
3 David McClelland	8 George Treasure	13 Alexander Durflinger
4 W. W. McMahon	9 J. B. Davis	14 L. G. Baker and
5 W. H. Hoover	10 A. R. Shoraller	15 Alexander Reed

and presented to the court through their foreman Samuel Sherwood their certain bills of indictment - against - William Mayo Frank Mayo and Alvin Rogers for disturbing a meeting, Frank Orr for House Breaking and Petit Larceny - and Oliver B. Mather for Embezzlement - each indorsed a True bill, Samuel Sherwood Foreman of Grand jury.

also their further report - 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 1890, beg leave to report - that they have been in Session Two 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 have examined 14 witnesses, covering six cases and presented three 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 Gaol 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,

Respectifull Submitted.

Samuel Sherwood Foreman

Tuesday May 27th A. D. 1890

5527

5939 The Connecticut Mutual Life Insurance Company vs Samuel D Laird and Sarah E Laird

This cause now coming on for hearing on the petition of the plaintiff and the evidence the court find that the defendants Samuel D Laird and Sarah E. Laird 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 Samuel D. Laird on the promissory notes set forth in the petition with interest to the first day of this term the sum of Nine hundred and thirty four 39/100 dollars, 39/100 dollars.

The court further find that in order to secure the payment of said notes, the defendants Samuel D. Laird and Sarah E Laird his wife executed and delivered to said The Connecticut Mutual 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 2 Page of the records of mortgages of Union County and is a good and valid first lien on the premises described in the petition and that the conditions of the mortgage has been broken.

It is therefore adjudged and decreed that unless the defendant Samuel D Laird 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 action and to the plaintiff herein the sum so found due as aforesaid with interest from the 26th day of May 1890 at 8% per annum, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue 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.

4752 Bowers & Howe vs George Smith

This day this cause came on to be heard by the court whereupon the court finding that the Supreme Court of the State of Ohio hath remanded this cause to this court ordering this court to dismiss this cause at the costs of the plaintiff. Whereupon it is considered ordered and adjudged by this court that this cause be and the same is hereby dismissed at plaintiffs costs.

It is therefore considered and adjudged by the court that defendant go hence & recover of the plaintiff his costs herein taxed 15 $.

Tuesday May 27th A. D. 1890

E. B. Ferris
5527 vs
Edmund Turner

Now comes the plaintiff herein by his attorney and his Petition herein coming on to be heard, the court find that all of the defendants have had due and legal notice of the pendancy and demand of the said petition and that they are in default for answer and demmurer and that the said petition is thereby confessed by them to be true, Thereupon the court finds that the said Edmund Turner is entitled to dower in said premises but that he has waived the assignment of dower by metes and bounds and elected to take in lieu thereof the value of his interest in money.

The court find that the plaintiff and said Emily Catherine Anna Cary and Frank Lewis are each entitled to the one fourth part of said premises subject to said dower, and no reason appearing why partition should not be made.

It is therefore ordered that Edmund Turner 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 commanding him that by the ratio of Marion Hopkins, Dwight Webb and Andrew J. Whitney three specieous and disinterested free holders of the vicinity who are hereby appointed commissioners for that purpose, he set off and assign to said Edmund Turner dower according to law and that subject thereto he cause to be set off and divided to the plaintiff and to each of the said defendants the part and proportion of said estate to which they are hereinbefore found entitled to.

And it is further ordered that if in the opinion of the said commissioners said premises cannot be divided by metes & bounds without manifest injury to the value thereof they appraise the same free of the dower of said Edmund Turner, And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

Tuesday May 27th A. D. 1890

5905 Henry Morse
vs
The Heirs of Duncan McArthur

This day came the plaintiff and made proof of notice of the pendancy of this cause, upon the defendants to the satisfaction of the court and thereupon this cause came on to be heard on the pleadings the Exhibit and the oral testimony of witnesses. Whereupon the court do find that all the allegations of the plaintiffs petition are true and that the plaintiff is entitled to a deed from the heirs of Duncan McArthur dec'd for the land in said petition described and plaintiff is entitled to be quieted in his possession and title to the said land as against the said heirs.

Hereupon it is ordered and decreed by the court that said defendants within ten days convey to the plaintiff their interest in the said land to the plaintiff and in default of such conveyance it is ordered by the court that this decree shall operate as such conveyance to plaintiff releasing to him their interest therein and it is ordered and decreed by the court that the plaintiff be and he is hereby quieted in his title and possession to said land against any claim by the defendants & they are enjoined from making any claim thereto and the plaintiff is ordered to pay the costs of this proceeding.

3364 Finley D. Davis vs Elijah Lister — Continued.

3140 James Carter vs The Bank of North Lewisburgh — Continued.

5772 John Eldridge vs Mahala Dunfee et-al — Continued.

5398 M. Worthington vs D. W. Ayers — Continued.

4145 David M. Robinson vs P. C & St-L Rail Road Co — Continued

5883 Alexander C. Ayers vs C. Dwigley et-al. — Continued.

Tuesday May 27th A.D. 1890

5423 Charles Slater
vs
J. S. Robinson

Now comes the plaintiff and made proof of notice on defendant by publication according to law to the satisfaction of the court and the said defendant remaining in default this cause was submitted to the court, whereupon the court being fully advised in the premises do find there is due the plaintiff from the said defendant as alleged in his petition the sum of two hundred and Sixty Eight 66/100 dollars. and that certain real estate of the defendant was levied on under the writ of attachment in this case and that D. W. Ayers Administrator of the estate of Samuel D. Robinson dec^d has answered as garnishee in the case. Whereupon the court being fully advised in the premises as aforesaid, it is considered, ordered and adjudged by the court that plaintiff recover of the said defendant said sum and costs and it is further ordered and decreed that unless said defendant pay said judgment and costs of this case in five days that the said one fifth interest of the defendant be sold by the Sheriff according to law to satisfy said judgment and the other liens on said land and it is further ordered by the court that said administrator withhold from defendant of the sums that may be found due said defendant and pay over to the plaintiff what ever sum shall remain due plaintiff after he has applied on the same the proceeds of said land and for the purpose of sale this case is continued but left off the docket to be redocketed when necessary.

5922 Charles Slater
vs
J. S. Robinson et-al

Now comes the plaintiff and made proof of notice by publication upon the defendants according to law to the satisfaction of the court and the defendants remaining in default, this cause was submitted to the court. Whereupon the court being fully advised in the premises do find there is due the plaintiff from the defendants the sum of $215.95 as alleged in plaintiffs petition and that certain real estate of the defendant was levied on under the writ of attachment in this case and that D. W. Ayers administrator of the estate of Samuel D. Robinson dec^d has answered as garnishee in this case, Whereupon the court being so advised, it is considered ordered and adjudged by the court that plaintiff recover of the defendants said sum & costs, and it is further ordered and decreed that unless said defendants pay said judgment & costs of this case in five days that the said one fifth interest of the defendant be sold by the Sheriff according to law to satisfy said judgment and the other liens on said land, and it is further by the court that said administrator with hold from defendant J. S. Robinson out of the sum that may be found due said J. S. Robinson and pay over to the the plaintiff what ever sum shall remain due plaintiff after he has applied on the same the proceeds of said lands, and for the purpose of sale this cause is continued but left off the docket to be redocketed when necessary.

Court then adjourned until 9 O'clock tomorrow morning.

Wednesday May 28th A. D. 1890

Court convened at nine ~~o'clock~~ this morning the same officers being present as on yesterday.

5334 Lester Clark vs Calvin Felkner } This cause was continued by agreement-

5782 Ada A. Thornburg et al vs William C Hopkins et al }

This day again came the parties by their attorneys and on motion and consent of said parties the order heretofore issued to William L Smith as the executor of the last Will and Testament of Lucinda J Hopkins deceased to sell the real Estate of the of the testatrix in said order described at private sale, at not less than the appraised value thereof, is hereby modified so far as a private sale is therein ordered and said executor is hereby ordered to proceed on the appraisement and order heretofore made and issued, to advertise and sell said real estate at public sale on the premises at not less than two-thirds of the appraised value thereof as heretofore made and returned to said executor and on terms of payment and all other matters and things according to said order, and to make return of his doings thereon to this court as soon as the same can be done.

5834 Margaret Betts et al vs Mathew Lingrel }

This day this cause was dismissed ~~at the costs~~ by plaintiffs without prejudice to a new action herein, at the costs of said plaintiff, without record.

5875-

Wednesday May 28th A. D. 1890.

5875 Elizabeth Dickinson
vs
Winget Harriman et-al

This day this cause came on to be heard upon the motion of plaintiff to confirm the sale heretofore made by the Sheriff in this case and upon the answer and cross petition filed by the defendant W. H. Vance - and 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 and that the defendants Amy Soule, L. C. Conrad N. H. Lyons, Winget Harriman, Martha J. Harriman The Mansfield Buggy Company, The McCormick Harvesting Machine Company, Reeves & Company John Markey E. L. Allen, Timothy Fahey, Wm Burgner & Son. Bank of Rockwood, W. T. Woods W. H. Vance and Arthur C. Copeland have all duly waived the issuing and service of process in this case and entered their appearance herein prior to the last term of this Court and that all of said Defendants except the said W. H. Vance are in default for answer or demurrer to the petition; It is ordered that the said proceedings and sale be and they are hereby approved and confirmed and it is further ordered that the Sheriff convey to the purchaser Eliza Dickinson the plaintiff 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 now coming to distribute the proceeds of said sale amounting to $ it is ordered that the Sheriff out of the money in his hands pay.

First= The costs of this action taxed at $

Second= To the plaintiff Elizabeth Dickenson the balance of said purchase money amounting to $ to be applied as a credit upon her judgment heretofore rendered in this case.

Wednesday, May 28th A.D. 1890.

5944 Bank of Richwood
vs
Hylas Sabine et al

Now come the plaintiff therein 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, the court also find that said defendants were duly and legally served with summons in this case.

It is thereupon considered considered by the court that the plaintiff recover of the defendants Hoylas Sabin the said sum of $848.94 and interest at 8% being the amount of principal and interest to the first day of this term and their costs herein expended taxed to $

The court also further find that the defendant Hylas Sabine and Anna A Sabine his wife executed and delivered to the plaintiff the Mortgage deed in the petition described and on the premises therein described and that said Mortgage was duly recorded in Vol 8 page 198 of the Records of Mortgages of Union County and 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 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 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 plaintiffs the sum of $848.94 with 8% interest from the first day of this term 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 ~~appraise~~ sell said premises as upon Execution and bring the proceeds into this court for further order —

5934 Harriet M. Gosnell
vs
Fletcher C. Gosnell

This day this cause came on to be heard upon the petition of plaintiff, the defendant being in default; and the court and the court having heard all of the proofs and Evidence adduced by the plaintiff and being fully advised in the premises find that the said Fletcher C. Gosnell has been guilty of gross neglect of duty and willful absence for more than three years last past and that all and singular the facts alleged in the petition are true.

Whereupon by reason of said aggression on the part of the said Fletcher C. Gosnell said Harriett M. Gosnell is hereby granted an absolute divorce from her said husband and the said marriage between them annulled and she is restored to her maiden name of Harriet M. Laughery and that she recover her costs herein taxed at $

Wednesday May 28th A. D. 1890.

806 The State of Ohio }
vs } Indictment for Murder in the first degree.
Ellis Miller }

This day came the Prosecuting attorney, on behalf of the State of Ohio, the defendant Ellis Miller being brought into court in custody of the Sheriff, and his counsel also coming, And the venire for the jury in this case heretofore issued according to law, returnable this day, was only returned by said Sheriff with his indorsement thereon as follows;

May 8th 1890. The following jurors were Severally Summoned by me, as within required, on the days and in the manner hereinafter Specified -

1	John Laughery	May 7th 1890	personal -
2	J. W. Keile	" 8th "	copy
3	Wells Hildreth	" 7 "	Personal
4	William Wingfield	" 6 "	Personal
5	L. K. Drake	" 8 "	Personal
6	Simon Rogers	" 8 "	copy
7	Israel Fogle	" 6 "	Personal
8	William H. Hord	" 7 "	copy
9	P. B. Smith	" 8 "	Personal
10	Theodore Bishop	" 8 "	Personal
11	James Collier	" 7 "	Personal
12	Conrad Berger	" 6 "	Personal
13	Adam Richie	" 6 "	Personal
14	D. C Edwards	" 7 "	Personal
15	Lewis Cassady	" 8 "	Personal
16	J. P. Crowder	" 7 "	Personal
17	Moses George	" 6 "	Personal
18	A. J. Whitney	" 5 "	Personal
19	Joseph Price	" 8 "	copy
20	Daniel Ream	" 6 "	Personal
21	James A. Reed	" 5 "	Personal
22	George Sewell	" 8 "	Personal
23	William Styer	" 8 "	Personal
24	Sol Britz	" 5 "	Personal
25	Emanuel Jarvis	" 7 "	Personal
26	William Perkins	" 6 "	Personal
27	Jacob Fist	" 8 "	Personal
28	Beverly Depp	" 6 "	Personal
29	Jonah Blue	" 8 "	copy
30	Frank Schmidt	" 6 "	Personal
31	H. S. Colver	" 8 "	Personal
32	Dudley Falkner	" 6 "	Personal
33	Neil Lee	" 7 "	Personal
34	J. C. Pettit	" 6 "	Personal
35	John Ward and Dwight Wolfcross not found		
36			

Thomas Martin Sheriff of Perrien County Ohio

Fees $35.00

(over)

Wednesday May 28th A. D. 1890

and it-appearing to said Clerk by the return of said Sheriff that-the following persons named in said venire. John Ward and Dwight-Holyeross were not-found said Clerk thereupon proceeded to draw from said box four ballots, to-wit- he drew from the box the names of the following persons. Lester Cline, D. C. Leonhard, Peter Schurtzer & L. H. Bechtel, and issued an "Alias-venire" to the said Sheriff commanding him to summon said persons to appear on said 28th day of May 1890 at-Nine o'clock A M. to serve as petit jurors in the cause aforesaid. And thereupon said Sheriff, upon said venire, made the following return to-wit;

1 Lester Cline	May 10th	1890	Personal
2 D. C. Leonhard	" 10	"	Personal
3 Peter Schurtzer	" 12	"	Personal
4 L. H. Bechtel	" 12	"	Personal

May 10 & 12 1890 the above named persons, were severally served with summons by me, as within required, on the days, and in the manner above specified. Fees $7.40

Thomas Martin Sheriff of Union county, O.

and thereupon it-appeared to the Clerk from the return of said Sheriff that-certain thirty six qualified jurors were summoned to attend on said 28th day of May 1890 at 9 o'clock A. M. to serve as petit-jurors in said cause,

806 The State of Ohio
vs. } Indictment-for Murder in the First-degree-
Ellis Miller

This day came the Prosecuting attorney and his assistant-J. L. Cameron on behalf of the State of Ohio, the defendant-Ellis Miller being brought-into court in custody of the Sheriff and his counsel coming and being present. And thereupon, on the impaneling of the jury to try said cause, it-appeared to the court-upon the call of said venire and said Alias-venire that-there were thirty six jurors who were drawn from the box and summoned by the Sheriff according to law, upon the venire and alias-venire heretofore issued for that-purpose and having the qualifications of jurors and competent-to serve as such were present-in court;- and who answered to their names on the call of said venire and alias-venire in open court; And said cause being called for trial the Prosecuting attorney and his assistant-J. L. Cameron announced in open court-that-the State of Ohio was ready for trial, and the defendant-by his counsel announced that-the defendant-was ready for trial And thereupon the court-proceeded to impanel the jury to try said cause And upon the further call of said venire and said alias-venire the State of Ohio by the Prosecuting Attorney challenged for cause Jacob Fist- James W. Kile, Simon Rogers, William Styer, P. B. Smith Theodore Bishop, James Collier, Jonah Blue, Moses George and D. C. Leonhard which challenges when made were sustained were sustained and the said jurors required to stand aside, and the State by the Prosecuting attorney challenged peremptorily said Wells Hildreth. And the defendant-by his counsel challenge

Wednesday May 28th A.D. 1890.

for cause William H. Herd, Daniel Beam, Lester W. Cline, Nile Lee and Beverly Depp which challenges when made were sustained by the court; and the jurors required to stand aside and defendant by his counsel challenged peremptorily said C. C. Edwards, William Wingfield John Laughery, Adam Richey, James A. Reed, A. J. Whitney, Emanuel Jarvis, Dudley Feltner and Joseph Rice. And thereupon said panne of thirty six jurors as drawn from the box and issued for and summoned by the Sheriff as aforesaid and present and called in open court as aforesaid, being exhausted, and the pannel to try said defendant not being yet complete, the defendant by his counsel moved the court for a special venire under the Statute to fill said pannel; which motion of defendant the court sustained and the court issued a special venire for the following named persons, to-wit; 1 L. H. Bechtel - 2 Peter Schertzer - 3 Levi Kerran 4 William McAllister 5 John W. Robinson 5 John R. Taylor 7 Philip Ruperight - 8 Hugh C. Stewart - 9 Harrison McVey 10 George C. Freshwater 11 Solomon Yount - 12 Luther Liggett 13 Warrett Owen 14 J. P. Shields 15 - W. C. Henderson and 16 David Shuler. Which special venire so issued by the court; the Sheriff made the following return - The State of Ohio Union County ss.

On the 28th day of May 1890 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;

1	L. H. Bechtel	May 28th 1890	Personal
2	Peter Schertzer	" " "	"
3	Levi Kerran	" " "	"
4	William McAllister	" " "	"
5	John R Taylor	Not found	
6	John W. Robinson	May 28 1890	Personal
7	Philip Ruperight -	" " "	"
8	Hugh C. Stewart -	" " "	"
9	Harrison McVey	" " "	"
10	George C. Freshwater	" " "	"
11	Solomon Yount -	" " "	"
12	David Shuler	" " "	"
13	Warret Owen	" " "	"
14	Luther Liggett	" " "	"
15	J. P. Shields	" " "	"
16	W. C. Henderson	" " "	"
17			

Thomas Martin, Sheriff.

And thereupon the Prosecuting attorney and his assistant counsel on behalf of the State of Ohio being still present in open court; and the defendant being still present in open court; in person and by his counsel the court proceeded and with the consent of the defendant and the Prosecuting attorney, to fill and complete the panel to try said accused, and from the persons so summoned on said special venire and from said special venire there were tried and accepted as jurors the said Peter Schertzer and George C. Freshwater, and thereupon from said panel so drawn from the jury box and summoned as aforesaid and from said special venire so issued by the court the following persons competent to sit as jurors in said cause

Wednesday May 28th A.D. 1890

were separately tried and accepted by the Prosecuting Attorney and his Assistant-Counsel on behalf of the State and by the defendant-and his counsel on behalf of the defendant-to serve as such jury, namely.

1 Lo. He. Drake	5 J. P. Crowder	9 He. A. Colver
2 Israel Fogle	6 George Sewell	10 J. C. Petit
3 Conrad Berger	7 Sol. Butz.	11 Peter Scherlzer
4 Lewis Cassady	8 Frank Schmidt	12 George C. Freshwater.

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Thereupon said pannel, of ty said accused being so separately tried and accepted, were duly empaneled and sworn to well and truly try and true deliverance make between the State of Ohio and the prisoner at the bar, Ellis Miller and the trial of the defendant-proceeded.

The State of Ohio }
806 vs } Indictment-for Murder in the First-Degree
Ellis Miller }

E. Lorna Holiday was this day appointed as official Stenographer to take the evidence in this case, and after taking the oath required by law entered upon the discharge of her duties.

806

Millard F. Langstaff Guardian &c }
5932 vs }
Mary M. Hawn 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, free from the dower of the said Mary M. Hawn, who has filed her answer herein waiving assignment of dower by metes and bounds and electing to take the reasonable value thereof in money, at $500.00 for Lot-No 14, $76.00 for Lot-No 33 and $75.00 for Lot No 34. 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 at its appraised value on motion of the plaintiff, it is ordered that said estate free and discharged of the dower estate of said Mary M. Hawn, be sold at public auction and that an order issue therefor to the Sheriff of Union county, Ohio

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Court then adjourned until 8½ O'clock tommorrow morning.

Thursday May 29th A.D. 1890

Court convened at Eight-8½ O'clock this morning the same officers being present as on yesterday-

806 The State of Ohio } Indictment for Murder in the First-degree-
vs
Ellis Miller

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 attorneys also coming, also the jurors heretofore impanneled and sworn, and the trial proceeded, and the said Jury having heard the evidence adduced in part, the hour of adjournment having arrived this cause was continued until Eight-thirty O'clock to which time court adjourned.

Friday May 30th A.D. 1890

Court convened at 8½ O'clock this morning the same officers being present as on yesterday.

806 The State of Ohio } Indictment for Murder in the first degree.
vs
Ellis Miller

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, also the jurors heretofore impanneled and sworn, the trial proceeded and the said Jury having heard the testimony adduced the hour of adjournment having arrived, this cause was continued until tommorrow morning at 9 O'clock to which time court adjourned-

Saturday May 31st A.D. 1890

Court convened at 9 O'clock this morning the same officers being present as on yesterday.

806 The State of Ohio } Indictment for Murder in the First-degree-
vs
Ellis Miller

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, his attorneys being present, also came the jurors heretofore impanneled, and the said Jurors having heard the farther evidence, the hour of adjournment having arrived, this cause was continued until Monday June 2d 1890, at One O'clock P.M

Court adjourned then until Monday June 2d 1890 at One O'clock P.M.

Monday June 2d A.D. 1890-

Court convened at one o'clock P.M. pursuant to adjournment - the same officers being present as on Saturday-

5975- Amos Glover admr
vs
Samuel McAdow et al

This day came E. E. Neff, J. J. Glover and Samuel Glover administrators of Amos Glover dec'd and the defendants being in default this cause was submitted to the court - Whereupon the court being fully advised in the premises do find the allegations of the petition are true, and there is due plaintiffs from said Samuel McAdow on said Mortgage the sum of Twenty one hundred and five dollars on eight per cent interest - It is therefore considered, ordered and adjudged by the court that plaintiffs recover of said Samuel McAdow, said sum of $2105.00 with 8% interest from this day and the costs of this proceeding and if he fail to pay the same during this day that an order of sale for the sale of the premises in said petition described issue to the Sheriff of this county according to law-

Also, this cause came on to be heard on the cross petition of the Woodstock Bank whereupon the court being fully advised in the premises do find there is due to said Woodstock Bank from said Samuel McAdow the sum of Four hundred and thirty eight + 89/100 dollars with eight per cent interest from February 8th 1890,

Therefore it is considered by the court that said Woodstock Bank have a judgment lien for said sum of $438.89 with interest at 8% from February 8th 1890 & that Samuel McAdow pay said sum within this day and in default thereof that an order of sale issue for the sale of said premises to satisfy said sum to said Woodstock Bank according to law-

6005- Frank Ebelberg
vs
The unknown heirs of William Brogan et als

On motion of the said Frank Ebelberg and it appearing from his affidavit that the names and residence of the heirs at law of William Brogan, Ezekiel Hinton, Seburn Hinton, Levi Hinton and Mary Reed are unknown to the said plaintiff, It is ordered that notice of the pendancy and prayer of this cause be made on them by publication for six consecutive weeks in a news paper printed and of general circulation in this county in the same manner as in case of other non resident defendants.

Monday June 2d A. D. 1890

5854 Jane Maloney
vs
Mary J. Conway et al

On Motion to the court by A. R. Showalter through F. Larthur his attorney and it being made to appear that said A. R. Showalter claims to have a mortgage on the lands sold in this case, It is ordered that said A. R. Showalter be and he is hereby made party defendant and permitted to file his answer setting up his mortgage interest, said answer to be filed by June 7th 1890.

806 The State of Ohio
vs
Ellis Miller
Indictment for "Murder in the first degree."

This day again came the Prosecuting attorney and his assistant, and the defendant being brought into court in custody of the Sheriff, his attorneys being present, also came the jury heretofore impaneled and sworn in this case, and the said jury haveing heard the evidence adduced in part, the hour of adjournment having arrived, this cause was continued until tommorow morning at 8-30 O'clock.

5962 Robert W. Thompson and
Nelson P. Thompson admrs
vs
W. S. Rogers Deft.

This day came the plaintiffs and by leave of the court dismissed this case as to the note set forth in the plaintiffs first cause of action without prejudice to the right of Robert W. Thompson bringing an action on said note in his own right.

Court then adjourned until 8-30 O'clock tommorow morning.

Tuesday June 3d A.D. 1890

Court convened at 8-30 O'clock this Morning the same officers being present as on yesterday,

Maggie Neal }
vs }
Thomas E. Neal }

806 In this case, a temporary ~~Injunction~~ restraining order is granted to restrain the defendant as prayed for in the petition herein until a final hearing of this cause can be heard and determined without bond.

Jane Maloney }
vs }
Mary J. Conway }

5527 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 the said commissioners have appraised the same free of the dower of said Edmund Turner at $100.00 and the court finds said proceedings and report in all respects in conformity to law and do therefore approve and confirm the same and none of said parties electing to take said premises at the approved value thereof on motion of the plaintiff it is ordered that said Estate be sold at public sale and free of the dower of said Edmund Turner and that an order therefor issue to the Sheriff of Wayne County, and said Sheriff is ordered to return his proceedings to this court without unnecessary delay.

806 The State of Ohio }
vs } Indictment for Murder in the first degree.
Ellis Miller }

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 his counsel being present, Also came the jury heretofore impanelled herein, and the jury having heard further evidence in this cause, the hour of adjournment having arrived, this cause was continued until 8-30 o'clock tomorrow morning. At which time Court was adjourned

Wednesday June 4th A. D. 1890.

Court convened at 8-30 o'clock this morning - the same officers being present as on yesterday.

806 The State of Ohio } Indictment - for Murder in the first-degree.
vs }
Ellis Miller }

This day again came the prosecuting attorney and his assistant - on behalf of the State of Ohio, the defdt being brought into court in custody of the Sheriff, his attorneys being present - also came the jurors heretofore impaneled and sworn herein, and the said jury having heard the evidence adduced, and the hour of adjournment having arrived the farther hearing of this cause was continued until 8-30 o'clock tommorrow morning.

5527 E. B. Ferris }
vs }
Edmund Turner et als }

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 & Bounds without manifest injury to the value thereof and that said commissioners have made and returned their appraisement of said premises free of the dower of said Edmund Turner, to-wit; in the sum of $100, the court finds 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 said premises at their appraised value, on motion of the plaintiff, it is ordered that said premises be sold at public auction and that an order issue therefor to the Sheriff of said county of Union and that said Sheriff return his proceedings to this court without unnecessary delay.

Court convened at 8-30 o'clock A

Court then adjourned until 8-30 o'clock tommorrow morning.

Thursday June 5th A.D. 1890

Court convened at 8-30 o'clock this morning the same officers as on yesterday.

5804 Lucinda Wright }
vs }
Phineas Bell }

806

This day this case is on motion of plaintiff redocketed, and the same coming on for further hearing the court find, that since the commencement of this action the claim of plaintiff has been paid in full and satisfied. 2d The court find that the plaintiff was the assignee of said note and mortgage securing the same and that she was the owner and legal holder of said note and the said mortgage, 3d The court find that said Mortgage is paid off and satisfied in full and should be canceled, and the clerk is authorized to cancel said Mortgage. 4th That defendant should pay the costs made in this case.

It is therefore considered that the plaintiff recover of the defendant her costs herein taxed to $ No final record is to be made of this case.

806 The State of Ohio }
vs } Indictment for Murder in the first degree.
Ellis Miller }

This day again came the prosecuting attorney and his assistant on behalf of the State of Ohio, the defendant being brought into court in custody of the Sheriff his counsel being present, also came the jury heretofore impaneled and sworn herein, and said jury having heard the evidence adduced, the hour of adjournment having arrived the further hearing of this case was continued until 8-30 o'clock tommorrow morning.

5872 J R Day }
vs }
P. S. Wynnegar }

This day the parties to this suit came into court and declared this cause settled, and the same is hereby dismissed at plaintiffs costs and it is ordered that the plaintiff pay the costs of this action taxed at $

Court then adjourned until 8-30 o'clock tommorrow morning.

Friday June 6th A. D. 1890.

Court convened at 8-30 o'clock this Morning, the same officers being present as on Yesterday.

806 The State of Ohio
vs
Ellis Miller } Indictment for Murder in the first degree.

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, his attorneys being present, also, came the jury heretofore impaneled and sworn herein and the trial proceeded, the said jury having farther evidence and the hour of adjournment having arrived this cause was continued until 8-30 o'clock tommorrow Morning.

Saturday June 4th A. D. 1898

Court convened at 8-30 Oclock this Morning, the same officers being present as on yesterday,

No 6009 — The Peoples Bank vs Joseph Price and S. L. Robinson

6011

This day came the plaintiff by R. L. Woodburn attorney and thereupon came E. E. Colebrook 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 $105.95.
It is therefore considered that said plaintiff do recover of said defendants the said sum of $105.95 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.

806 — The State of Ohio vs Ellis Miller — Indictment for Murder in the First Degree.

806

This day again came the prosecuting attorney and his assistant on behalf of the State of Ohio, the defendant being brought into court in custody of the Sheriff, his counsel being present, also came the jury heretofore impaneled herein and the said jury having heard further evidence adduced, and the hour of adjournment having arrived this cause was continued until Monday June 9th at One Oclock P. M. To which time Court then adjourned

5980

Monday June 9th A.D. 1890.

Court convened at one oclock P. M to-day pursuant to adjournment the same officers being present as on Saturday.

6011 The Propels Bank
vs
J. C. Cline
W. F. McElroy

This day came the plaintiff by 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 plaintiff as is alleged in said plaintiffs petition the sum of $343.70.

It is therefore considered that said plaintiff do recover of said defendants the said sum of $343.70 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.

806 The State of Ohio
vs
Ellis Miller
} Indictment for Murder in the first degree,

This day again came the prosecuting attorney and his assistant, on behalf of the State of Ohio, the defendant being brought into court in custody of the Sheriff his counsel being present; Also came the jury heretofore impaneled herein, and the said jury having heard the further evidence adduced, the hour of adjournment having arrived, the further hearing of this cause was continued until 8-30 oclock tommorrow morning, To which time court then adjourned.

5980 Charles Phillips
vs
Jacob P. Kimball et-als

On motion of plaintiff it is ordered by the court that notice be given to defendants by publication according to law in the Marysville Tribune for six consecutive weeks and this cause is continued,

Court then adjourned until 8½ oclock tommorrow morning.

Tuesday June 10th A. D. 1890

Court convened at 8-30 o'clock this Morning the same officers being present as on yesterday.

James A. Henderson
vs
The incorporated Village of Marysville Ohio and Robert Smith Treasurer of Union County Ohio

806

On Motion of the plaintiff by his attorney and good cause being shown therefor, it is ordered that on an undertaking being given in the sum of $200, with sureties to the approval of the clerk an injunction be allowed to issue herein enjoining the said defendants from any and all further steps and proceedings to collect the assessment on the property of plaintiff in the petition described for constructing a side walk, gutter and curb in front thereof until further order of this court.

5309

Davis and Emmerson
vs
Mrs E Harriott &
William Harriott

5936

Now comes the plaintiff by their attorney, and the defendants by their attorney heretofore taken leave of the Court to answer by the 7th day of June 1890 and the said defendants and each of them having failed to answer or demur to plaintiffs petition as by leave of the court heretofore granted the court find that said defendants and each of them are in default for answer or demurrer and the court find that the allegations of the petition are confessed by said defendants and each of them to be true and that said defendants are indebted to the plaintiff in the sum of Thirty Seven dollars and fifty cents ($37.50) with interest thereon at Eight per cent from the 1st day of January 1890.

It is therefore considered by the court that the said plaintiffs Davis & Emmerson recover of said defendants Mrs E. Harriett and William Harriott the said sum of $37.50 with interest at 8% from the 1st day of January A. D. 1890, and the costs of justice court and their costs herein expended taxed at $

806 The State of Ohio vs. Ellis Miller — Indictment for Murder in the first degree.

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 his attorneys being present; also came the jurors heretofore impaneled and sworn herein, and the said jurors having ~~having~~ heard the evidence adduced and the hour of adjournment having arrived this cause was continued until 8-30 o'clock tommorrow morning. To which time court then adjourned.

Wednesday June 11th A. D. 1890

Court convened at 8-30 o'clock this morning the same officers being present as on yesterday.

806 The State of Ohio } vs } Ellis Moller } Indictment for Murder in the first degree.

This day again came the prosecuting attorney and his assistant, and the defendant being brought into court in custody of the Sheriff, his counsel being present, also, came the jurors heretofore impaneled herein, and the trial proceeded, and the said jury having heard the evidence adduced, and the hour of adjournment having arrived this cause was continued until 8-30 o'clock tommorrow morning.

5309 George W. Willett } vs } W. T. Hoops } This cause is continued by agreement of parties.

Court then adjourned until 8-30 o'clock tommorrow morning.

Thursday June 12th A. D. 1890.

Court convened at 8-30 O'clock this morning the same officers being present as on yesterday.

5808

5930 Antoinette C. Saville
vs
William T. Hoyde et al

This cause now coming on for hearing on the petition and the evidence the court find that the defendants William T. Hoyde administrator of the estate of John B. Hoyde, Hidd H. Evans, Lewis Evans Nancy Watts, William Watts, William T. Hoyde, and Sarah A. Hoyde were duly summoned by the Sheriff of Union County and that the defendants Mary Taylor Jerry Taylor, Thomas B. Hoyde, Elizabeth Hoyde, Rebecca Jarman and Oliver Jarman were duly summoned by publication of a notice of the pendancy of said action in the Marysville Tribune for the period of Six weeks, and that they are in default for answer and demmurer and the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the said John B. Hoyde on the promissory note set forth in the petition with interest to the first day of this term the sum of Fifteen hundred, four & 53/100 dollars debt; and an Attorney fee

806

The court further find that in order to secure the payment of said note, the said John B. Hoyde and Eliza Hoyde his wife Executed and delivered to Henry M. Scoville deceased their certain Mortgage as in the petition described and on the premises therein described, that said Mortgage was duly recorded in Book 15 Page 221 of the records of Mortgages of said County of Union 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 $1574.53 and his costs herein expended It is further adjudged and decreed that unless the defendants William T. Hoyde Hidd Evans, Mary Taylor, Thomas B. Hoyde, Nancy Watts, Rebecca Jarman 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 the 26th day of May 1890, 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.

Thursday June 12th A. D. 1890

5808 A. Walter
vs
S. L. & R. W. McCamey & Co
& W. A. McCamey

Now comes S. S. Gardiner attorney for the plaintiff in this case and suggests to the court that the plaintiff A. Walter has died since the commencement of this action and that Perry A. Walter has been duly appointed and qualified as administrator of the estate of said A. Walter and the court being fully satisfied thereof and on parties consenting it is hereby on motion of the said S. S. Gardiner ordered that this action stand revived in the name of Perry A. Walter as said Administrator and proceed in his favor.

806 The State of Ohio
vs
Ellis Moeller
Indictment for Murder in the first degree.

Now comes the Prosecuting attorney and his assistant on behalf of the State of Ohio, the defendant being brought into court in custody of the Sheriff his attorneys being present, also came the jurors heretofore impaneled and sworn herein, having heard the remaining evidence, and the hour of adjournment having arrived this cause was continued until 8-30 O'clock tommorrow morning. To which time Court adjourned.

Friday June 13th A.D. 1890.

Court convened at 8-30 o'clock this morning, the same officers being present as on yesterday.

806 The State of Ohio }
806 vs } Indictment for Murder in the first degree.
Ellis Miller }

Now comes the prosecuting attorney and his assistant the defendant being brought into court in custody of the Sheriff his attorneys being present, also came the jurors heretofore impaneled herein, and the said jurors having heard the arguments of counsel in part, the hour of adjournment having arrived this was continued until Eight o'clock tommorrow morning.

806

Saturday June 14th A. D. 1890

Court convened at Eight o'clock this morning, the same officers being present as on yesterday.

806 The State of Ohio
vs
Ellis Miller

Union County Dr
To Lena Holliday

To 16 days labor at $7.00 per day as Stenographer in above case	$ 112.00
" cost of books used in said work	1.80
	$ 113.80

The foregoing account is approved and ordered to be paid. The auditor of Union county will draw his warrant on the Treasurer of said County in favor of Lena Holliday for the said sum; and the clerk of the Court of Common Pleas will furnish to said Lena Holliday a certified copy of this account and journal entry to be by her presented to said Auditor.

John A. Price
Judge.

806 The State of Ohio
vs } Indictment for Murder in the first degree.
Ellis Miller

This day again came the Prosecuting attorney and his assistant on behalf of the State of Ohio and the defendant being brought into court in custody of the Sheriff, his counsel being present, - also came the jury heretofore impaneled and sworn herein, and the said jury having heard the remaining argument of counsel and the charge of the court retired to their room in charge of the Sheriff, for deliberation.

And now comes the said jury, conducted into court by the Sheriff, and returned the following verdict in writing signed by their foreman, to-wit;

We, the jury, find the defendant; Ellis Miller, guilty of Murder in the first degree, as he stands charged in the indictment.

Solomon Britz, Foreman

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

Court then adjourned until Tuesday June 17th 1890 at one o'clock P. M.

Tuesday June 17th A. D. 1890.

Court convened at one clock P. M to-day pursuant to adjournment the same officers being present as on Saturday.

5612

5226 William H. Robinson
vs
Nathan Howard et-al

This day came the parties and thereupon came on to be heard, and the court being fully advised in the premises do by consent of the plaintiff and defendants find that the injunction heretofore granted in this case ought to be made perpetual, and it is hereby ~~made~~ ordered that the same be made perpetual, And the court further order by consent of the plaintiffs, that all assessments already and heretofore paid on said road improvement by said plaintiffs and any, either, and all of them shall remain in the county Treasurey, and there shall be no claim or rebate or refund to any of said plaintiffs by reason of said payment.
The commissioners are adjudged to pay the costs.

5970

Harriet Straw
vs
Charles Rogers

Now comes the defendant by his attorney and upon his moves that said cause be continued. Whereupon it is ordered by the court that said cause be continued at costs of defendant;

5521 Mercy M. Bland
vs
Ira Ferner

This day on motion and showing of defendant, this cause is continued at defendants cost; It is therefore considered that defendant pay the costs of this term taxed at $

5801 Susan Meddlea
vs
Milo G. Meddlea et-al

On motion to the court by the plaintiff and upon her showing this cause is continued at the costs of plaintiff.
It is therefore considered that the plaintiff pay the costs of this term taxed at $ And defendants have leave to file answer instanter to plaintiffs petition. June 16th/90.

is awarded

Tuesday June 17th A. D. 1890.

5612 Henry Rockey vs W. E. Cooperider et al

This day came the parties by their attorneys, and thereupon this cause came on to be heard, and was submitted to the court upon the pleadings, exhibits and testimony, a trial by jury being waived in open court here by the oral consent of the parties by their attorneys, and with the consent of the court, the court being fully advised in the premises do find that the defendants, W. E. Cooperider and John Cooperider owe to the plaintiff Henry Rockey the sum of Two hundred and twelve 45/100 dollars with interest thereon at the rate of 8% per annum from the 3d day of October A D 1873 as the plaintiff in his petition hath alleged and amounting with principal and interest to this date to the sum of Four hundred Ninety Six & 49/100 dollars,

Therefore it is considered ordered and adjudged by the court that the said plaintiff recover of the said defendants the said sum of $496.49 his debt so as aforesaid found due and also his costs in this behalf expended taxed to $

5970 Allie Middleton vs P. F. Middleton

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer and demurrer. And the Court having heard all the proofs and evidence produced by the plaintiff, and the arguments of counsel, and being fully advised in the premises, doth find that the said defendant P. F. Middleton is guilty of willful absence, and has for the ten years last past failed to provide for plaintiff in any way, and willfully neglected to furnish the common necessaries of life, and that all and singular the facts alleged in the petition are true.

Whereupon, by reasons of aggressions on the part of the said P. F. Middleton the said Allie Middleton is hereby granted an absolute divorce from her said husband, and the said marriage between them annulled. Ordered and adjudged further that the said Allie Middleton have and keep the custody of said minor child Ross Middleton aged 13 years old, the said P. F. Middleton to have the right and privilege of visiting and seeing him at convenient times. And it is further ordered that the petitioner be, and she is hereby restored to her maiden name of Allie Lingrell. And it is further considered that the plaintiff pay the costs of this proceeding taxed at $-- is awarded execution

Court then adjourned until 8-30 Oclock tommorrow morning.

Wednesday June 18th A. D. 1890.

Court convened at 8-30 O'clock this morning, the same officers being present as on yesterday.

5235

Allen M. Holden }
5993 vs }
A. B. Butler et al }

This cause now coming on for hearing on the on the petition of the plaintiff and the Evidence the Court find that the defendants A. B. Butler and Susan Butler have been served with Summons in this case and that they are in default for answer and demmurer 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 A. B. Butler on the notes set forth in the petition with interest to the date of this decree the sum of $33.19.

The court further find that in order to secure the payment of said notes the defendants A. B. Butler and Susan Butler his wife executed and delivered to said Allen M. Holden the plaintiff their certain Mortgage as in the petition described and on the premises therein described and that said Mortgage was duly recorded in Book No 21 page 527 of the record of Mortgages of Union County and is the first and best lien on the premises described in the petition and was given for the purchase money of the said premises and that the conditions in said Mortgage has been broken.

It is therefore considered by the court that the plaintiff recover of the said defendant A. B. Butler the said sum of $33.19 and his costs herein expended and it is further decreed that unless the defendant A. B. Butler 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 within the date of this decree the defendants equity of redemption be foreclosed and said premises shall 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 the court for further order.

5981

Wednesday June 18th A. D. 1880

Anna B. South }
5235 vs }
Peter Galliff et al }

This day came Hiram H. French Guardian of the person and estate of Ella Field minor child of Mary J. Field deceased who was made a party defendant hereto and filed herein his motion in writing entering the appearance of his said ward and himself as such guardian, and representing that said Ella Field is the only child and sole legal representative of said Mary J. Field deceased and that there remains in the hands of the Sheriff of ~~this~~ county the sum of $342.06 which is the share of the cash payment and realized by him on the notes given for the defered payments of the share of said Mary J. Field of the proceeds of the sale of the lands heretofore ordered to be sold in this proceeding and asking that the said Sheriff be ordered to pay over to him as such Guardian said sum of $342.06.

And it being made to appear to the court by satisfactory evidence that the statements made in said motion and in all respects true. That said Ellen Field is the only child and surviving legal representative of said Mary J. Field and that said Hiram H. French is the duly appointed and qualified Guardian of her person and estate and that there is now in the hands of the Sheriff of this county the said sum of $342.06 which is the share of the proceeds of the sale of the real estate herein which would have gone to said Mary J. Field had she survived.

It is ordered that the Sheriff of this county pay over to said Hiram H. French as the Guardian of said Ella Field said sum of $342.06 and it is further ordered that said Hiram H. French as such guardian pay the costs made on this motion taxed at $ —

John Cunningham }
5481 vs }
Bruce Robinson }

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 find that the defendant Bruce Robinson is indebted to the plaintiff John Cunningham in the sum of $2458.12 as the plaintiff has in his petition alleged with interest at 8% and his costs herein expended.

It is therefore it is considered and adjudged by the court that the said John Cunningham recover from the defendant Bruce Robinson the said sum of $2458.12 and his costs herein expended taxed at $ — and that said judgment bear interest at 8% from this date.

Wednesday June 18th A. D. 1890

5699 Elijah Mitchee
vs
The Chicago St Louis and Pittsburgh Rail Road Co

This day came the parties herein, by their attorneys; also came the following-named persons as jurors to-wit; 5956
1 James Branston 5 Luther A. Wood 9 William Longbeake
2 John Cosnell 6 Jerome Richey 10 Eli Gabriel
3 A W. Robinson 7 Geo P. Trapp 11 James H. Myers and
4 Jacob Bowersmith 8 Henry Worthington 12 Albert Gardner
who were duly empanelled 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 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, 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 $60.82 including interest from date of the killing of Steer at 6 per cent. 5915

J. A. Cosnel. Foreman.

5960 Maggie Hunt
vs
Lussie Sheriden

This day came the defendant, and the plaintiff being in default for petition. It is therefore ordered by the court that this cause be dismissed for want of prosecution, and that the defendant Lussie Sheriden recover from the plaintiff Maggie Hunt her costs herein expended and taxed at $

5961 George Boyd
vs
Lussie Sheriden

This day came the defendant and the plaintiff being in default for petition. It is therefore considered and ordered by the court that this cause be dismissed for want of prosecution and that the defendant Lussie Sheriden recover from the plaintiff George Boyd her costs herein expended and taxed to $

Court then adjourned until 8-30 O'clock tommorrow morning.

Thursday June 19th A. D. 1890

Court convened at 8.30 o'clock this morning the same officers being present as on yesterday.

5956 Eliza Stoddard vs Orlo Stoddard

This cause came on to be heard on motion of defendant to make plaintiffs petition more specific and certain whereupon the court being fully advised in the premises do overrule said motion to which ruling and judgment of the court defendant excepted.

5915 Said and Dodds vs Solomon Fish 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 Robert Dodds and Abner Said 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 mortgages 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 $520.65; 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 $130.47 Second- The costs of this action, taxed at $ 57.4[illegible]

Third- To the plaintiff Said and Dodds the amount heretofore found due them with interest at Eight per cent from the 14th day of March A.D. 1890, if so much remains in the hands of the Sheriff after paying said taxes and costs as aforesaid,

Thursday June 19th A. D. 1890

Phineas Bell
vs
George W. Smith et al

5918

Appearing to the court that the defendant Villa Wallace is a minor of the age of 14 years and has neglected for twenty days, from the return of Summons served upon her to apply for a guardian ad litum, on motion of the plaintiff, John M. Brodrick is hereby appointed guardian for the suit for said minor defendant, And now comes the said John M. Brodrick and in open court accepts said appointment.

William M. Brown Admr of
John H. Stewart decd
5980 vs
Alexander Stewart

This day this cause came on to be heard upon the petition of plaintiff, the answer of the defendant and upon the evidence offered by the plaintiff, and the court after hearing the testimony and the arguments of counsel find that the claim of plaintiff is not sustained by the evidence, and therefore find for the defendant on both causes of action stated and set forth in the petition. It is therefore considered that the plaintiff as such administrator pay the costs of this action taxed at $

5733

The State of Ohio
806 vs Indictment for Murder in the first degree.
Ellis Miller

This day came the prosecuting attorney and Jesse L. Cameron on behalf of the State of Ohio, the defendant Ellis Miller, being brought into court in custody of the Sheriff, his counsel also coming.
A motion for a new trial in this cause having been filed within three days after the verdict of the jury herein, counsel for the defendant gave notice that they would file affidavits in support of said motion, on consideration whereof the court do order that said affidavits be filed by the hour of Seven O'Clock on the evening of June 23d A.D. 1890.

Ann Eliza Smith
5859 vs
Anson Smith

On the application and showing of said Ann Eliza Smith it is ordered by the court that the defendant Anson Smith show cause why he should not be dealt with for contempt of the court in disregarding the order of this court in respect to plaintiff having the care and custody of her children during the last week of April 1890, and said cause is set for hearing on the 25th day of June 1890.

Thursday June 19th A. D. 1890

5918 Catherine M Ogden }
vs }
J. S. Robinson }

This day this cause came on to be heard, and the court being satisfied that due notice hath been given to the defendant of this action, and that he is in default for answer and demmurrer and that defendant is the owner of the one fifth of the Samuel D. Robinson farm in Darby township union county Ohio, subject to the dower of his widow and that attachment has been duly levied on said one fifth interest in said farm and said note mentioned is due plaintiff from said defendant does find for the plaintiff and that there is due plaintiff on said note with interest to the first day of this term May 26th 1890 the sum of Twenty Seven dollars.

It is therefore considered and adjudged by the court that the plaintiff Catherine M. Ogden recover of the defendant J. S. Robinson said sum of $27, with interest from May 26th 1890 and costs taxed to $ and that an order of sale issue to the Sheriff of this county to appraise, advertise and sell the said one fifth interest of said Samuel D. Robinson farm subject to said dower and report his proceedings herein, if said defendant for ten days fails to pay said judgment interest and costs.

5733 Robert Breston }
vs }
E. L. Reese }

This day came the parties by their attorneys also came the following named persons as jurors, to wit;

1 S. R. Berger	5 A. W. Robinson	9 C. P. Trapp
2 D. K. Anthony	6 Jacob Bowersmith	10 Henry Worthington
3 James Branston	7 Luther A. Wood	11 William Longbrake
4 John Gosnell	8 Jerome Richey	12 Eli Gabriel

who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence, and the said jury haveing heard the evidence adduced and the arguments in part, said cause was continued until 8-30 o'clock tomorrow morning. To which time court adjourned.

Friday June 20th A. D. 1890

Court convened at 8½ O'clock this Morning, the same officers being present as on yesterday.

5930

5956 Eliza Stoddard
vs
Orlo Stoddard

This day came on this cause to be heard on the demurrer to the petition, Whereupon the court overruled said demurrer, to which ruling and judgment of the court the defendant excepted. Whereupon leave is given the defendant to file answer in 30 days.

5959 Nathan Gordon
vs
Lula Gordon

5733

This day this cause came on for hearing upon the petition of plaintiff the defendant being in default for answer and the court being fully advised in the premises do find for the ~~defen~~ plaintiff and finds that due notice of the pendancy of this petition was made by publication in the Marysville Tribune a paper of general circulation in said County of Union.
The court further finds that the defendant has been guilty of gross neglect of duty and adultery as alleged in the petition.
It is therefore considered and adjudged by the court that the marriage relation heretofore existing between the said parties be dissolved, and that each be released from the obligations thereof.

5806 James Williams
vs
John Volrath

This day came the parties by their attorneys, also came the following named persons as jurors, to-wit;

1 S. R. Berger	5 A. W. Robinson	9 William Longbrake
2 D. N. Anthony	6 Jacob Bowersmith	10 Eli Gabriel
3 James Branston	7 G. P. Trapp	11 Albert Gardiner and
4 John Cosnel	8 Henry Worthington	12 S. D. Boyd, who,

were duly impaneled and sworn and thereupon this cause came on to be heard on the pleadings and evidence and the said jury having heard the evidence, arguments 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 duey 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 $116.41—

Friday June 20th A.D. 1890.

5930 Antoinett H. Saville Executrix
vs
William T. Hoyde Admr et al

This day this cause came on further to be heard on the motion of plaintiff for supplemental decree allowing and decreeing against the defendant the 5% as attorneys fee contracted for in said note and set forth in plaintiffs petition, and the court being fully advised in the premises do find that said plaintiff under said note and contract is entitled to said 5% attorney fees on the principal of said note making the sum of $70.00 for collection and the same is allowed to plaintiff as prayed for and it is ordered that this decree is made supplemental to the decree heretofore rendered in this case.

5733 Robert W. Breston
vs
E. T. Reese

This day again came the parties by their attorneys, also the jury heretofore impanelled and sworn, in this case, and the said jury having heard the remaining argument of counsel and the charge of the court; retired to their room 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 impanelled and sworn find the issues in this case in favor of the plaintiff, and assess the amount due the plaintiff from the defendant; at the sum of $134.00
John A. Cosnell Foreman

Monday June 23d A. D. 1890.

Court convened at one O'clock P. M pursuant to adjournment the same officers being present as on Friday.

5955 James A. Henderson
vs
The Incorporated Village of Marysville Ohio
and Robert Smith Treasurer of Union County Ohio.

Upon motion of the plaintiff herein and for good cause shown to the court, it is hereby ordered by the court that until the further order of the court, the defendant Robert Smith as the County treasurer of said Union county, receive, and he is hereby authorized and directed to receive from the plaintiff all the taxes and assessments, if any, upon the premises described in the petition now or hereafter placed on the tax duplicate or duplicates of said County for collection, without receiving or demanding from the plaintiff or any one for him, the said pretended assessment mentioned and described in the petition herein.

5892 J. F. Strahn
vs
Benjamine Rogers

This day came the parties by their attorneys; also came the following named persons as jurors:

1 Luther A. Wood	5 James Branton	9 S. P. Trapp
2 Jerome Richey	6 John Cosnell	10 William Longbrake
3 S. R. Berger	7 A. W. Robinson	11 Eli Gabriel and
4 D. K. Anthony	8 Jacob Bowersmith	12 Albert Gardner who

were duly impaneled and sworn according to law, and this cause came on to be heard on the pleadings and evidence and the said jury having heard the evidence and arguments, and the hour of adjournment having arrived this cause was continued until 8-30 o'clock tommorrow morning.

5955

5986

Monday June 23d A. D. 1890-

5955 Phineas Bell
vs
George W. South et als

This cause now coming on for hearing was submitted to the court on the petition and amended petition the answer of J. M. Brodrick the duly appointed and qualified guardian ad litum of Villa Wallace defendant who was duly served with summons herein and the evidence, and on consideration hereof the court find on the issues joined for the plaintiff-
And the court find on that the defendant George W South has been duly served with summons in this case and that he is in default for answer and demmurer and that the allegations of the petition and amended petition are thereby confessed by him to be true, and the court further find that the said Anna B. South died on or about the 30th day of May 1888 leaving her husband the said George W. South and Villa Wallace her only child and heir at law and that there is due the plaintiff on the prommissory notes set forth in the petition with interest at 8% to the first day of this term the sum of $1995-
The court further find that in order to secure the payment of said notes the defendant George W South and Anna B. South his wife executed and delivered to said Phineas Bell the plaintiff their certain Mortgage as in the petition described, that said Mortgage was duly ~~executed~~ recorded in Book 27 page 145 of the records of Mortgages of union county and is a valid lien on the premises described in the petition and that the conditions of in said Mortgage have been broken,
It is therefore considered ordered adjudged and decreed that unless the defendants George W. South and Villa Wallace 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 24th day of May 1890 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-

5986 Jonathan Hammond
vs
The Chicago St Louis & Pittsburgh R R Co

On Motion leave is granted to the defendant to plead by September 1st and cause continued-

~~Court then adjourned until 8-30 o'clock tomorrow morning.~~

Monday June 23d A. D. 1890

V. S. Magruder Guardian &c }
5928 vs }
George Caldwell et al }

This day this cause came on for hearing on motion of the plaintiff to confirm the sale heretofore made herein and also on motion of the defendant George Caldwell to set aside the sale heretofore made herein and both of said motions were argued by counsel and submitted to the court; on consideration the court do overrule said motion to confirm said sale and do sustain said motion to set aside said sale. 806

The court do further order that said premises be again offered for sale on the premises for cash on day of sale.

It is further ordered by the court that said premises be offered in the following manner,

1st Forty acres of said land on which the buildings are situated excluding four & 67/100 acres next the M. E. Church lot beginning at a point in the north line of said land and running parallel with the Church lot and 300 feet from the same and extending far enough southerly so that a line parallel with the south line of Mrs Hemmingers lot and extending to the Rail Road lands will make 4 67/100 acres and if that should not sell for sufficient price to pay said judgment, interest and costs then. 5892

2d The said 4 67/100 acres as above described. and.

3d The entire tract in one body if said tracts separately do not sell for sufficient sum to pay said judgment and interest and costs.

And an order of sale is directed to issue to the Sheriff of this county commanding him to proceed to sell said lands as upon execution and bring the proceeds into court for distribution.

5933

Court then adjourned until tomorrow morning at 8-30 o'clock.

Tuesday June 24th A. D. 1890.

Court convened at 8-30 oclock this morning, the same officers being present as on yesterday.

806 State of Ohio } vs } Ellis Miller } Indictment for Murder in the first degree.

Now comes the Prosecuting Attorney and Jesse L. Cameron on behalf of the State of Ohio, and the defendant Ellis Miller being brought into court in custody of the Sheriff, and his attorneys D. W. Ayers and W. S. Hoope also coming.

The affidavits in support of the motion for a new trial having been filed by the attorneys for the defendant herein according to the order of the court, on consideration whereof the court do further order that the attorneys for the State do file their counter affidavits by the hour of six oclock P.M on the 5th day of July A. D. 1890, and that the attorneys for the defendant file their affidavits in rebuttal by the hour of twelve (12) O'Clock M on the 9th day of July A. D. 1890.

5892 J. F. Steahn } vs } Benjamine Rogers }

This day again came the parties by their attorneys also came the jurors heretofore impaneled in this case and the said jury having heard the charge of the court, retired to their room 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 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 ($45.96) Forty five & 96/100 Dollars

John A. Gosnell. Foreman.

5933 Nathaniel B. Sprague } vs } A. T. Strubel et al }

This day came the parties by their attorneys also came the following named persons as jurors, to-wit:

1 J. W. Myers	5 John Gosnell	9 William Longbrake
2 Luther A Wood	6 A. W. Robinson	10 Eli Gabriel
3 S. R. Berger	7 Jacob Bowersmith	11 Albert Gardner and
4 D. W. Anthony	8 G. P. Trapp	12 Moses Thompson who were

impaneled and sworn according to law, and this cause came on to be heard on the pleadings and Evidence and the said jury having heard the Evidence, the hour of adjournment having arrived this cause was continued until 8.30 Oclock tommorrow Morning.

Tuesday June 24th A.D. 1890.

5937 Lucinda Sprague et al
vs
Elmer E. Heines et al

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

It is therefore considered by the court that the plaintiffs recover of the defendant Elmer E. Heines, Alias John Heines the sum of $653.75 and his costs herein expended taxed at $

5938 L. Piper Guardian &c of
Rosa Piper

This day came on to be heard L. Piper Guardian of the person and estate of Rosa Lawrence, having heretofore, to-wit, on the 17th day February 1890 filed in this court his account, being his first and final account, and notice of the time of hearing hereof has been given as required by law, by publication in the Marysville Tribune a newspaper published in and of general circulation in Union county for not less than three consecutive weeks from and after the day of 1890

The said account together with the vouchers accompanying the same are now here examined by the court, and said account on such examination being found correct is allowed, and the court do find said Guardian chargeable with assets belonging to the estate of said Ward amounting to the sum of $224.72 and that he is entitled to credits amounting to the sum of $88.88 valid claims against said Minor, as shown by said vouchers and other evidences produced to the court.

5938

This cause came on to be further heard on motion of the said Guardian for the allowance of compensation for services rendered said Ward upon consideration whereof, and the court being advised in the premises, said guardian is allowed the sum of $18.00 as his compensation and it is ordered by the court that said guardian retain out of the estate of said Ward the sum of $18.00 being the allowance aforesaid.

And the court do further find that there is a balance of $117.74 in the hands of said guardian due said Ward and further it is ordered by the court ordered that the said guardian pay the costs of this settlement and that the balance be paid to said ward with interest from Nov 3d 1889

John A. Price
Judge of Court of
Common Pleas.

Tuesday June 24th A.D. 1890.

5938 L. Piper Guardian &c
of William Lawrence

This day this cause came on to be heard L. Piper guardian of the estate of William W Lawrence having heretofore, to-wit: on the 17th day of February 1890 filed in this court his account, being his First account, and notice of the time of hearing hereof having been given, as required by law by publication in the Marysville Tribune a News paper published in and of general circulation in Union county, for not less than three consecutive weeks from and after the day of 1890 The said account, together with the vouchers accompanying the same, are now here examined by the court, and said account on such examination being found correct is allowed, and the court do find said guardian chargable with assetts belonging to the Estate of said Ward amounting to the sum of $224.72, and that he is entitled to credits amounting to the sum of $32.00 valid claims against said Minor as shown by said vouchers and other evidences produced to the court.

This cause came on to be further heard on motion of the said guardian for the allowance of compensation for services rendered said Ward upon consideration Whereof, and the court being advised in the premises said Guardian is allowed the sum of $5.00 as his compensation, and it is ordered by the court that said Guardian retain out of the estate of said Ward the sum of $5.00 being the allowance aforesaid. And the court do further find that there is a balance of $187.60 in the hands of said Guardian due said Ward with interest from Nov 3d 1889 and said account is settled accordingly.

John A. Price Judge Court Com. Pleas

5938 L. Piper Guardian &c of Joseph W. Lawrence

This day this cause came on to be heard L. Piper guardian of Joseph W. Lawrence having heretofore, to-wit: on the 17th day February 1890 filed in this court his account, being his First account and notice of the time of hearing hereof having been given, as required by law, by publication in the Marysville Tribune a News paper published in and of general circulation in Union County for not less than three consecutive weeks from and after the day of 1890. The said account, together with the vouchers accompanying the same, are now here examined by the court, and said account on such examination being found correct is allowed, and the court do find said guardian chargeable with assets belonging to the estate of said ward amounting to the sum of $224.72 and that he is entitled to credits amounting to the sum of $9.00 valid claim against said Minor as shown by said vouchers and other evidences produced to the court.

This cause came on to be further heard on motion of the said guardian for the allowance of compensation for services rendered said Ward upon consideration whereof, and the court being advised in the premises said guardian is allowed the sum of $3.00 as his compensation and it is ordered by the court that said guardian retain out of the estate of said Ward the sum of $3.00 being the allowance aforesaid.

And the court do further find that there is a balance of $212.71 in the hands of said Guardian due said Ward with interest from Nov 3d 1889 and said account is settled accordingly.

John A. Price Judge of Court of Common Pleas

Tuesday June 24th A. D 1890.

A. L. Green }
5968 vs }
Flora Green }

This cause came on this day to be heard on the petition the answer of the defendant- Flora Green and the evidence, and on consideration thereof the court find that the plaintiff at the time of filing his petition had been 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 and wilfull absence, and that by reason thereof the plaintiff is entitled to a divorce as prayed for-
It is therefore ordered and adjudged that the marriage relation heretofore existing between the said A. L. Green and Flora Green be and the same hereby is dissolved and both parties are released from the obligations of the same-
And it is further ordered that the defendant be and she hereby is restored to her maiden name of Flora Langstaff, and it is further ordered by the court that the plaintiff pay the costs of this proceeding and execution is awarded therefor-

Thomas J. Kilbery admr &c }
6014 vs }
Cynthia A. Taylor }

This day came the parties by their attorneys and this cause came on to be heard upon the motion of the plaintiff to quash and dismiss the appeal in this case, the court being fully advised in the premises find from the evidence that the facts stated in said motion are true and that said appeal ought to be quashed and this cause dismissed 5974
It is therefore ordered and adjudged by the court that said motion be sustained and said appeal quashed, and it is further ordered that this cause be and the same is dismissed at the cost of said Cynthia A. Taylor, It is therefore adjudged that said plaintiff recover of said Cynthia A. Taylor his costs herein expended taxed to $

5992

Court then adjourned until 8-30 o'clock tommorrow morning-

Wednesday June 25th A.D. 1890.

Court convened at 8-30 o'clock this morning the same officers being present as on yesterday.

To the Honorable John A. Price,
Judge of the common pleas court, Union County, Ohio

By order of the court at the November Term A.D. 1889, Your committe beg leave to report at this time, that among other things contemplated by that order was the transcribing and indexing of Journal No 1 of the common pleas court and which has been completed.

It is therefore by us considered that R McCrory clerk is entitled to receive as compensation for said work as follows to-wit:

For transcribing	180000	words @ 8¢ per hundred	144.00
" Makeing	1976	Entries of names @ 4¢	77.04
		Total amount of compensation	$ 221.04

June 11th 1890.

Edward E Cole } committe
John M. Brodrick }

It is ordered that Robert McCrory, clerk of the court of common pleas, be paid out of the county treasury the sum of Two hundred twenty one dollars, and four cents, ($221.04) said sum being in payment for "Transcribing and Indexing" Journal No 1, or Volume One, of the common Pleas Court, ordered by this court to be so transcribed and indexed.

And it is ordered that the auditor of Union County draw his warrant on the Treasurer of said county in favor of said Robert McCrory for the said sum of $221.04.

June 25th 1890.

John A. Price
Judge of common Pleas court.

5974 Viola L. Wilson
vs
James O'Brian et al

This day came the plaintiff and dismissed this action and at her cost. It is therefore considerd by the court, that the plaintiff pay the cost of this action taxed at $ and execution is awarded.

5992 Moriss W. Hill
vs
George W. Daymeede et al

Now come 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 find that defendants George W Daymeede and Benjamine F Daymeede are indebted to the plaintiff in the sum of $339.84.

It is therefore considered by the court that the said plaintiff recover of the said defendants the said sum of $ 359.84 and his costs herein expended taxed to $

Wednesday June 25th A.D. 1890

5999 Ruben W Weize
vs
John W. Clark et al

This cause now coming on for hearing on the petition of the plaintiff and the evidence the court find that the defendants John W Clark and Hannah Clark have been duly served with summons in this case and that they are in default for answer and demmurer 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 John W. Clark on the promissory note set forth in the petition with interest to the first day of this term the sum of $461.69.

The court further find that in order to secure the payment of said note the defendants John W. Clark and Hannah Clark his wife 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 Vol 27 page 439 of the record of Mortgages of Union county Ohio, 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 considered by the court that the plaintiff recover from the defendant John W. Clark the said sum of $461.69 and his costs herein expended And it is further ordered and decreed that unless the defendant John W Clark 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 plaintiff herein the amount so found due herein with interest from the 26th day of May 1890 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 the court for further order.

5892

5658

6000 W. W. Hill
vs
Edward Nash et al

Now comes the plaintiff by his attorney and the defendants being in default for answer and demmurer. The court find that the allegations of the petition are confessed are confessed by them to be true and find that the defendants Edward Nash and C Mouvain are indebted to the plaintiff W. W. Hill in the sum of $103.00

It is therefore considered by the court that the said plaintiff recover of the said ~~plaintiff~~ defendants the said sum of $103.00 and his costs herein expended taxed to $ -

5924

Wednesday June 25th A.D. 1890-

5892 J. F. Strahn vs Benjamine Rogers

This day came this cause to be further heard by the court on the motion for judgment- whereupon the court doth consider order and adjudge that plaintiff recover of the defendant said sum of forty five dollars and ninety six cents found due by the verdict of the jury and his costs herein expended taxed to $-

5658 B. L. Talmage vs W. H. Graham et als

And now come the parties and submitted this cause to the court, waving a trial by jury- Whereupon the court being fully advised in the premises do find for the plaintiff on the issues joined between the parties and find there is due the plaintiff on the note in the petition described from the defendant- W. H. Graham as principal and J. H. Graham as guarantor the sum of Three hundred and forty dollars and twenty five cents on eight per cent interest-

It is therefore considered ordered and adjudged by the court- that plaintiff recover of said W. H. Graham as principal and of J. H. Graham as guarantor the said sum of $340.25- and his costs herein expended taxed to $ -

And it is considered ordered and adjudged further that if the defendants fail for five days to pay plaintiff said sum of $340.25- with interest at 8% & costs that an order of sale issue to the Sheriff of this county commanding him to appraise, advertise and sell according to law- the land in said petition described to satisfy the plaintiff in said sum report his proceedings to this court;

Defendants gave notice of their intention to appeal this cause to the Circuit-Court- and the court fix the appeal bond in the sum of $200.00

5924 Fleetwood Courtright vs F. M. Taylor

This day came on this cause to be heard on the demurrer of defendant to plaintiffs petition, whereupon the court being fully advised in the premises do overrule said demurrer, to which ruling of the court the defendant excepts, and thereupon leave was given defendant to answer by September 1st 1890 and cause continued.

Wednesday June 25th A.D. 1890

5933 Nathaniel B. Sprague vs O. L. Steulel et al

This day again came the said parties, by their attorneys, and also came the jury heretofore impaneled and sworn, and the said jury having heard the argument of counsel and charge of the court 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, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the plaintiff and asses the amount due to the plaintiff from the defendant at the sum of $150.00.

John Gosnell Foreman.

5749

And this cause came on for hearing on motion for judgment on the verdict 5872
no motion for a new trial having been made, and by consent of partie It is therefore considered by the court that the plaintiff recover from the defendants, the said sum of one hundred and fifty dollars so found due, together with his costs herein expended.

5733 Robert W. Breston vs E. L. Reese

This cause came on for hearing on the motion of the defendant to set aside the verdict and for a new trial herein, the court, on consideration thereof, overrule the same. to which the defendant excepts.

It is therefore considered by the court that the said plaintiff recover from the said Defendant the said sum of $134.00 as 5913
heretofore by the verdict of the jury, found due him with interest together with his costs herein expended.

5699 Elijah Mitchee vs Chicago S. L. & P. R. R. Co

This cause came on for hearing on the motion of plaintiff for judgment on the verdict of the jury rendered on a former day of this term, and no motion for a trial having been made.

It is therefore considered by the court that the said plaintiff recover from the said defendants the said sum of $60.82 heretofore by the verdict of the jury found due him with interest together with his costs herein expended.

Wednesday June 25th A. D. 1890.

5749 John D. Herd Admr
vs
William Herd &
Thomas Herd

This cause came on for hearing on the motion of the plaintiff 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, William Herd and Thomas Herd recover from the said John D. Herd admr plaintiff their costs herein taxed at $ as heretofore found by the verdict of the jury.

5872 John R. Day
vs
P. C. Wymear

This day this cause came on to be heard upon the motion of plaintiff to set aside the entry of settlement of this case which argued by counsel and submitted and the court being advised in the premises sustained said motion, and ordered this case to be dismissed without prejudice to a new action at the cost of plaintiff.

It is therefore considered and ordered by the court that this cause be dismissed without prejudice to a new action and that the plaintiff pay the cost of this action taxed at $ and execution is awardered.

5913 James Scott
vs
O. M. Scott & Bro et al

This day came the parties by their attorneys also, came the following named persons as jurors: to-wit:

1 John Cosner
2 Jacob Bowersmith
3 Luther A. Wood
4 G. P. Trapp
5 William Longbrake
6 Eli Gabriel
7 James H. Myers
8 Albert Gardner
9 J. R. Berger
10 Alf Scott
11 Daniel Anderson
12 W. H. Robb

who were duly impaneled and sworn according to law and the hour of adjournment having arrived this cause was continued until 8:30 o'clock tommorrow morning to which time court adjourned.

Thursday June 26th A. D. 1890

Court convened at 8-30 o'clock this morning the same officers being present as on yesterday.

5854 Jane Maloney
vs
Mary J. Conway 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 E. E. Sanford in fee simple.

And it appearing to the court that said Dennis Conway in his lifetime executed a mortgage to A. R. Showalter on said premises, which mortgage is recorded in Vol No 13 pages 318 & 319 of Union County records and bears date January 5th 1877. And said A. R. Showalter having on his own motion been made a party defendant herein and required to file his answer setting up his mortgage herein if any still exists, and said Showalter failing and declining in open court to file answer, the court find from the evidence that his mortgage is only a cloud upon said premises and that the same should be canceled. It is ordered by the court that said mortgage be canceled and the Clerk of this court is directed to cause the same to be done.

Coming now to the distribution of the proceeds of said sale amounting to $600,00 It is ordered that the Sheriff pay

1st To the Treasurer of said County the taxes that are due upon said premises.

2d To the Clerk of this court the costs of this proceeding ~~amounting to~~ including a counsel fee of $30. to J. L. Cameron for his services herein taxed to $

3d That of the residue of the proceeds of said sale, to plaintiff one fourth part thereof, and to Mary J. Conway and Elizabeth J. Conway each one fourth part thereof.

And it appearing to the court that the residence of Peter J. Conway is unknown and that he is not a resident of this State, it is ordered by the court that Michael Maloney be and he is hereby appointed a Trustee for the portion of said Peter J. Conway to-wit: the one fourth part thereof, and it is ordered that said Trustee before entering upon his duty give bond in the sum of $150,00 for the fulfillment and faithful performance of his said trust.

Thursday June 26th A. D. 1890

5945 George B. Hamilton vs Delmore Ward et al

This cause coming on for hearing on the cross petition of Joseph J. Dickinson defendant, the court find that the defendants have been served with summons in said case and that Delmore Ward is in default for answer or demurrer and from the evidence and pleadings the court finds the allegations in said cross petition to be true, And the court further find that there is due the defendant Joseph J. Dickinson on the note set up in the cross petition of said Joseph J. Dickinson including interest to the first day of this term & 5% attorney fee the sum of $356.47 and that to secure the payment of said note the mortgage in said cross petition was executed, The court further finds that on the 16th day of July 1886 John Cassady was the owner of the premises described in plaintiffs petition and that on the 16th day of July 1886 said John Cassady duly executed and delivered to said Joseph J. Dickinson a mortgage on said described premises signed by said Cassady and his wife Mariah Cassady to secure the payment of the note in said Dickinson cross-petition described that said mortgage was upon the same premises as described in said ~~cross petition being the same premises as described~~ in the petition, that said mortgage was duly recorded in Book 24 page 35 of the record of mortgages of Union County and is a good and valid first-lien on said premises for the amount so found due to the said Joseph J. Dickinson and that the conditions of said mortgage have been broken.

It is therefore considered, adjudged and decreed by the court that unless the defendant Delmore Ward shall within 20 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 defendant Joseph J. Dickinson the sum so found due him as aforesaid with interest from the 1st day of March 1890 the defendants Delmore Ward 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 report his proceedings to this court for further order.

Thursday June 26th A. D. 1890

Court convened at 8-30 O'clock this Morning the same officers being present as on yesterday.

5978 William M Brown Admr &c
vs
Calvin P. Dyal et al

This day on motion of Plaintiff W.W. Merchant is appointed guardian ad litum in this cause for Frank H. Dyal and Minnie Russell infant defendants herein; and thereupon said W.W. Merchant in open court accepted said appointment.

5978 William M. Brown admr
vs
Calvin P. Dyal et al

This day this cause came on to be heard upon the petition of plaintiff and the answer of the guardian ad litum for the infant defendants Frank H. Dyal and Nina Russel and upon evidence and was argued by counsel and the court being fully advised in the premises do find that there is due from the estate of said Martha J. Dyal deceased to the estate of John H. Stewart deceased on the first cause of action in plaintiffs petition the sum of Seventeen hundred and sixty nine dollars including the interest, and that there is due from the estate of said Martha J. Dyal to the estate of said John H. Stewart on the second cause of action set forth in plaintiffs petition the sum of one hundred and Eight & 77/100 dollars including interest making in all $1877.77 3-913

And the court further find from the evidence and from the answer of Thomas Martin as Garnishee that there remains in his hands as money and notes belonging to said defendant Calvin P. Dyal, John T. Dyal, Frank H. Dyal and Nina Russel together as distributes in partition of the estate of John H. Stewart the sum of $2593.56 with interest to be added and that in Equity and Justice so much of said sum should be paid by said Sheriff to said plaintiff as such administrator of John H. Stewart as will pay said indebtedness of the estate of Martha J. Dyal to the estate of John H. Stewart and the costs of this action.

It is therefore considered and ordered by the court that said Thomas Martin pay to the plaintiff from the money in his hands belonging to said defendants as aforesaid and from the proceeds of said Notes the sum of $1877.77 sufficient to pay said indebtedness and the costs of this action and that the balance remaining in his hands after said indebtedness and costs are paid he distribute among said defendants according to the share of each respectively and said Martin is ordered to retain said Notes, or a sufficient number and amount thereof to pay (when collected) said indebtedness and costs.

Thursday June 26th A. D. 1890.

Anthony Middleworth }
vs }
William Whitley et al }

This cause being heard on Motion to require the clerk of this court and the Sheriff of Union county to pay over moneys in their hands belonging to the plaintiff, the court on consideration thereof overrule said Motion, and order that the money so held by said Clerk & Sheriff be applied to the payment of costs made in this case by plaintiff Anthony Middleworth and it is further ordered that Should there remain a surplus after satisfying the amount of costs made by said plaintiff that the residue be paid to said Anthony Middleworth or his representative.

James Scott }
5913 vs }
O. M. Scott & Bro et al }

This day came the parties by their attorneys. also came the jury heretofore impaneled herein, and this cause to be heard upon the pleadings and the evidence, and the said jury having heard the evidence, arguments of counsel and charge of the court retired to their room in charge of the Sheriff for deliberation. And now comes, the said jury into open court with their verdict in writing signed by their foreman and say;
"We, the jury, find that the plaintiff James Scott is, and at the time of the commencement of this suit was the owner of the note described in the petition.

John A. Cosnell Foreman.

~~Court then adjourned until Wednesday July 9th 1890 at one o'clock P. M.~~

Thursday June 26th A. D. 1890

Marysville, Ohio June 26th 1890

To Hon John A. Price, Judge.

5844

The court charges for the May Term A D 1890 Union County common pleas, are due for services rendered and are as follows:

Union County, Ohio.

To Thomas Martin, Sheriff Dr

To Serving Grand ~~Jury~~ Venire	$ 4.50
To Serving Petit Jury Venire	4.50
To Serving Special Jury Venire State vs Miller	47.00
To Serving Grand Jury Witnesses 24	2.40
To Making 24 Copies, Grand Jury Witnesses	2.40
To 214 Miles travel Grand Jury Witnesses	17.32
To J. W. Lawrence Special Baliff 28 days	56.00
To E. P. Houghton " " 28 "	56.00
To T. A. Martin " " 1 "	2.00
Calling Court 28 days 12c	3.86
Calling 24 witnesses before grand jury 4c	.96
Calling Grand Jury	10
	$ 196.54

I hereby certify the above bill to be correct:

Thomas Martin, Sheriff, Union Co Ohio

To the Clerk of ~~Court~~ Union County

You will make entry of the above bill and certify the same to the county auditor.

John A. Price

Judge Common Pleas Court.

5987. Urania Beightler, vs John L Beightler } 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 for the plaintiff, and find that the facts set forth in the petition are true, and that the said defendant has been guilty of gross neglect of duty, — It is therefore ordered and adjudged by the Court that the marriage relation heretofore existing between the parties be dissolved, and that both parties be released from the obligations of the same — And that the plaintiff have the care, custody, controll and education of their infant child, Elbert Beightler, (the defendant be allowed to visit said child at all proper times), And that said John L Beightler be required to transfer immediately to the said plaintiff a note for $100 00 now in his possession, on Adolphus Burns, or pay said plaintiff in cash, one hundred Dollars without delay And plaintiff to pay costs of action — the said $100 is allowed plaintiff for her support and the support of her child, and the defendant is not to be charged with the support of said child, while it remains under the controll of the plaintiff

Thursday June 26th A. D. 1890

Sarah H. Sutton
vs
Delmore Snodgrass et al

5844

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, the court after careful examination of the proceedings and Sale of the said Sheriff being satisfied that the same have 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 by the court that the said Sheriff convey to the purchaser J. W. Tilton by deed according to law the property so sold and the 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.

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 $760.00, It is ordered that the Sheriff out of the money in his hands pay

1st To the Treasurer of this county the taxes and penalty and interest against said property, to wit the sum of $40.74

2d The cost of this action taxed at $

3d To the plaintiff Sarah H. Sutton the sum of $717.50

4th To the defendant Perry Douglass the sum of $

5th To the defendant Delmore Snodgrass the balance if any the sum of $

Court then adjourned until Wednesday July 9th 1890 at One Oclock P. M.

Wednesday July 9th A.D. 1890

Court convened at one oclock P.M to day pursuant to adjournment his honor John A Price Judge, presiding

6021 Sullington & Shellis
vs
George Caldwell

This day came the plaintiff by Porter & Porter 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 from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of $343.78- It is therefore considered that said plaintiffs do recover of said defendant the said sum of $343.78 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.

6022 The George Worthington Co
vs
George M. Fenner et al

This day came the plaintiff by G. H. Kirkpatrick attorney, 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 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 $189.30- It is therefore considered that said plaintiff do recover of said defendants the said sum of $189.30 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 8% per annum payable annually. 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 July 9th A. D. 1890

Walter W. Brown }
vs }
George Caldwell et al }

5890

On motion of the plaintiff and on his producing the return of the Sheriff of the Sale made by him under the former order of this court, and the court after a careful examination of said proceedings and report of said Sheriff find that said Sale and proceedings have been made and had in all respects as required by law and the order of court, and the court therefore order that said Sale and proceedings be and the same are hereby approved and confirmed, And it is ordered that said Sheriff convey to the purchaser Walter W. Brown by deed in fee simple the lands and tenements so sold and a writ of possession is awarded to put said purchaser in full possession of said premises.
And the court order the distribution of said Sale as follows;
First:- To the payment of the costs of this action amounting to $69.90-
Second- To the payment of the taxes and penalty now due on that portion of said land which lies in Union County amounting to $77.45-
Third- The amount of plaintiffs claim, to-wit; $9825.05- together with the interest which has accrued on said judgment and decree.
And the court further find that there is nothing further in the Sheriffs hands to distribute.
It is further ordered that a survey of said premises may be made by either party if done before the final adjournment of this court- the costs of the same to be paid by the party causing the same to be done.
And the court find that the said Maria Caldwell joined with her husband in both of said Mortgages foreclosed in this case, it is ordered that she be forever barred of her dower in said premises.
And thereupon by agreement of the parties, all authority for a survey of the land is relinquished, in consideration that the plaintiff remits all claim for any ballence on the said decree against George Caldwell,

Edward W. Lellington for plaintiff. Walter W. Brown,

Wednesday July 9th A. D. 1890.

5939 The Connecticut-Mutual Life Ins Co vs Samuel & Sarah E. Laird

This day this cause came on to be heard upon the motion to confirm the Sale made by the Sheriff on the 5th day of July 1890 and upon producing the proceedings of the Sheriff and the Sale of the premises by him made in pursuance of a former order of this court-and the same being examined and found by the court-in all respects in due form of law-it-is ordered by the court-that-said proceedings and Sale be and the same are hereby approved and confirmed and the said Sheriff or his Successors as Sheriff of said county execute and deliver to the purchaser James W Silton a deed in fee Simple for said lands and tenements by said Sheriff Sold as aforesaid- And it-is further ordered that the said Sheriff hold and pay over said purchase Money To-wit;-
First= To the discharge of the Taxes $
Second-To the costs of this action $
Third-To the Connecticut-Mutual Life Insurance Company $941.36 with Interest-at-8% from the 9th day of July 1890-
It-is further ordered that the Clerk cause Satisfaction of the Mortgage herein sued to be entered on the record thereof in the office of the Recorder of Union County Ohio.

806 The State of Ohio vs Ellis Miller } Indictment for Murder in the first-degree-

This day came the Prosecuting attorney and G. L. Cameron on behalf of the State of Ohio, the defendant-Ellis Miller being brought into court in custody of the Sheriff and D. W. Ayers and W. T. Hoops his counsel also coming- And now this cause coming on for hearing on the motion of the Defendants herein for a new trial, the attorneys for the State filed their two separate motions for an order to Strike from the files of the court-in this case the affidavits of Stephen Long, George Hannawalt-R. B. Thompson George D. Davis, Robert-Breston Minerva A Herd, H. D. Herd and Richard Harris on the grounds that-said affidavits are filed out-of rule and without-leave of the court-and are improperly upon the files.

Thereupon, after being advised in the premises the court-adjourned the further hearing of this case until tomorrow-Morning at-8½ Oclock-

5792

Wednesday July 9th A.D. 1890

Ida A. Thornburgh et al }
5792 vs }
Wm. C. Hopkins et als }

And now comes the said William L. Smith by John B. Coats, his attorney and on his motion, and on producing the report of the sale made by said Executor 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 proceeding and sale be, and the same is hereby approved and confirmed; and the said William L. Smith as the executor of the last will and testament of the said Lucinda J. Hopkins deceased, is ordered by deed duly executed, to convey said premises, in said ordered of sale described and sold as aforesaid to said purchaser in fee simple,
And it is further ordered that the said executor out of the moneys in his hands, pay,
First:- The costs of this case which by the agreement of all of the parties hereinbefore named is to include a counsel fee of $30.00 to J. M. Kennedy as attorney in the original proceedings in partition and also a counsel fee of $30.00 to John B. Coats as attorney for the defendant W. L. Smith executor as aforesaid in said partition proceedings whereby an answer and cross petition filed by said executor, as aforesaid, The court further find by consent of said parties, that Lafayette B. Hopkins, Emma Durkee and Ida A. Thornburgh parties to the petition in this action and the answer and cross petition filed by said executor and by the terms and provisions contained in the last will and testament of said Lucinda Hopkins deceased have already received by way of advancements from the Testatrix more than their respective shares in and to said premises and therefore the said Lafayette B. Hopkins, Emma Durkee and Ida A. Thornburgh are not entitled to receive any part of the purchase money for the real estate sold under the proceedings in this case, and by further agreement of all the parties named in this proceedings the court further finds that William C. Hopkins and Forrest D. Hopkins have so far complied with the terms and conditions contained in the codicil to said will of the said will of the said Lucinda J. Hopkins deceased, as to entitle them to receive their full share of the estate of said Lucinda J. Hopkins deceased;
It is therefore ordered by the court that said William C. Hopkins and Forrest D. Hopkins shall each an equal share therein, and it is therefore ordered by the court that said executor William L. Smith after the payment of all debts and the costs and expense of the administration of said estate of said Testatrix he shall pay to said devisee of the said testatrix the residue of the moneys in his hands belonging to her said estate in the following proportion to-wit- To Sarepta C. Hopkins the one fifth part thereof - To William C. Hopkins the equal one fifth part thereof To Ada R. Davis the one equal fifth part thereof - To Forest D. Hopkins one equal third part thereof - To Forest D. Hopkins one equal third part thereof and to Mary L. Smith the one equal third part thereof -

Wednesday July 9th A. D. 1890

5932 Willard F. Langstaff Guardian &c
vs
Mary M. Hawn et al

6023

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 deeds duly Executed to convey said In Lot No 14 to William Watrous the purchaser thereof and said Lots No 33 and 34 to Mary E. Hawn the purchaser thereof free of the dower of the said Mary M. Hawn. And the said Mary M. Hawn having by her answer elected to receive in lieu of her dower its value in Money, the court find from the testimony that said Mary M. Hawn is 34 years old and that the just and reasonable value thereof is $ 1102

It is further ordered that out of the proceeds of said Sale the Sheriff pay.

First- To the Treasurer of Union County Ohio the taxes on said Lots, to wit; $

Second- To the Clerk of this court the costs of this action, including a counsel fee of $21.70 to John M. Brodrick for his services herein taxed at $.

Third, To the said Mary M. Hawn out of the residue of said proceeds the sum of $36.38

Fourth- To the said plaintiff and said Lester Hawn Each on half of the remainder of said cash proceeds,

Fifth- To the said Mary M Hawn one note for $36.67 due in one year and one note for $36.67 due in two years after date-

Sixth- That one half of the notes for the remainder of said proceeds be delivered to said plaintiff as guardian for said Andrew Perry Hawn

Seventh- The remaining one half of the notes for the defered payments of said proceeds be delivered to said defendant Lester Hawn-

5885- William Berger
vs
George Shepperd et al

For Entry See page 372.

Court then adjourned until Eight o'clock tommorrow morning

Thursday July 10th A. D. 1890.

Court convened at Eight o'clock this morning his Honor John A Price presiding

6023 Walter C. Fullington Admr &c
vs
Henry Hancock.

This day came the plaintiff by Porter & Porter attorneys, and thereupon came J. P. 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 petition, the sum of $148.10 It is therefore considered that said plaintiff do recover of said defendant the said sum of $148.10 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.

Marysville Ohio July 10th 1890

To Hon John A. Price Judge.

The court charges for the adjourned May term A. D. 1890 Union County common pleas, are due for services rendered and are as follows;

Union County, Ohio.

	To Thomas Martin Sheriff	Dr
To A. W. Lawrence Special Baliff	2 days	$4.00
To E. P. Houghton " "	2 days	$4.00
	Total	$8.00

I hereby certify the above bill to be correct.

Thomas Martin
Sheriff Union County Ohio

To the Clerk of court Union County

You will make entry of the above bill and certify the same to the auditor

John A. Price Judge
Common pleas Court.

Thursday July 17th A. D. 1890

James Scott
5913 vs
O. M. Scott & Bro
James Downing Ex & et al

This day came on this cause to be heard on the motion for new trial, whereupon the court being fully advised in the premises and it appearing that said James Downing Ex & c had demanded of the court a trial by jury of the issues joined between the plaintiff and said Downing and the plaintiff not objecting thereto the court submitted said issues to a jury and said verdict was duly rendered by said jury in the form directed by the court; and now the court finding no reason to set aside said verdict, doth overrule said motion for new trial and confirm said verdict; to which finding and ruling and judgment of the court in overruling said motion the defendant James Downing as Executor of the estate of Margaret Scott dec'd did at the time except.

It is therefore considered and adjudged by the court that said plaintiff recover from the said James Downing as Executor of said estate the costs herein expended taxed

And the court further order and adjudge that the money amounting to $533 $\frac{72}{}$ and brought into court by O. M. Scott & Bro being the amount of said note be paid over to the plaintiff in satisfaction of said note,

And further that said Downing be enjoined from collecting said judgment mentioned in said petition taken in Franklin County court of common pleas and that said Martin Sheriff be also enjoined from collecting said judgment on said execution to which rendering of said judgment and decree by the court on said verdict the said James Downing as Executor of the estate of Margaret E Scott dec'd did at the time except and said James Downing as said Executor further excepts to said court finding any amount due the plaintiff on said verdict and also excepts to the court rendering judgment on said verdict in favor of said plaintiff and against said defendant.

And thereupon the defendant James Downing as such Executor gave notice to the court of his intention to appeal this case to the Circuit Court of said County of Union and the court finding the said Downing has given his bond as such Executor in the County of Delaware State of Ohio and is not required to give an undertaking in appeal to perfect his said appeal in this case.

And the said James Downing as such Executor gave further notice to the court of his intention to file his bill of exceptions in this case and the court order the journals of this case to be kept open for 30 days after the rising of this term for that purpose

And the court further order that the payment of the money in the hands of this court to said plaintiff under this decree be staid until the full term herein allowed by the court to said James Downing as said Executor to perfect his appeal or to file his bill of exceptions

5975

Thursday July 10th A.D. 1890

Amos Glover Adams }
5975 vs }
Samuel A. McAdow et al }

This day come on this cause to be heard on the report of the Sheriff on the order of sale in this case. Whereupon the court being fully advised in the premises do find the proceedings of the Sheriff are in all respects regular and in conformity with law and that said sale should be confirmed, it is therefore by the court considered ordered and adjudged by the court that said sale and proceedings be, and they are hereby confirmed. and said Sheriff ordered to make a deed to said E. P. Black or his assignee for said land conveying to him all the interest of all of the parties to this action to said land and give possession of said premises to said grantee according to law.

And it appearing to the court that a mistake was made in the decree of the amount due plaintiffs on said mortgage, it is ordered that said mistake be corrected and the court find that the true amount due plaintiffs on said mortgage with interest to this 10th of July 1890 is $2305.62 and therefore the court order that out of the proceeds of said sale that the costs of this proceeding amounting to $47.71 be first paid, and second the taxes due on said land amounting to $92.10 be also paid and the balance be applied so far as it may go upon the plaintiffs claim allowed as aforesaid and that plaintiffs are awarded Execution for the ballance due them on said mortgage, to-wit; the sum of $ and the plaintiffs assign to the Woodstock Bank said ballance without recourse on them.

Marysville O. June 26th 1890

Hon John A Price Judge
Union County Dr To Mrs D. F. McKitrick

June 14th 1890	Furnishing dinner for 14 persons	$9.50
" " "	" Supper " " "	9.50
		$19.00

I hereby certify that the above account is correct
Thomas Martin Sheriff

Approved and ordered paid
John A. Price Judge of
Court of Common Pleas

Thursday July 15th A.D. 1890

6004 Michael Bowen vs R. E. Barnes et al

806

This cause now coming on for hearing on the petition and the evidence, the court find that the defendants R. E. Barnes E. R. Barnes W W Hill, Maggie Hill, Wilson Hatcher Thomas B Biddle, Beem & Smith J A & W M. Shipley and Collier & Son have been duly served with summons in this case and that they are severally 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 R. E. Barnes and E R Barnes on the promissory note set forth in the petition with interest to the first day of this term the sum of Eleven hundred and Sixty two & 60/100 dollars,

The court further find that in order to secure the payment of said note the defendants R. E. Barnes & E. R. Barnes his wife Executed and delivered to said Michael Bowen the plaintiff their certain Mortgage deed as in the petition described and on the premises therein described; that said Mortgage was duly recorded in Vol 20 page 265 of the Record of Mortgages of said County of Union 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 of the defendants R E & E. R. Barnes the said sum of $1162.25 and his costs herein expended, 5527

And it is further adjudged and decreed that unless the said R. E & E R Barnes 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 the 26th day of June 1890 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,

5373 E. D. Pitts vs J. M. Hoskins et als

This day this cause came on to be heard upon motion of plaintiff to redocket the same and was submitted to the court; Whereupon the court being fully advised in the premises do order that said motion be sustained and said cause be redocketed,

Thursday July 10th A.D. 1890

806 The State of Ohio } vs } Ellis Miller } Indictment for Murder in the first degree.

This day came the Prosecuting attorney and G. L. Cameron on behalf of the State of Ohio. The defendant Ellis Miller being brought into court in custody of the Sheriff, and D. M. Ayers and W. T. Koons his counsel also come. This cause coming on for further hearing of the motions made by the attorneys for the State herein, to strike certain affidavits from the files, and the court being fully advised in the premises, do overrule said motions, and the defendant was given leave to file additional affidavits in rebuttal, to sustain George Davis Cyrus Harris and John Loyd by July 17th 1890 at 6 o'clock P.M.

The court also ordered the attorneys for the State to file counter affidavits to the Eight-(8) original affidavits allowed to be filed out of rule by the 24th day of July A.D. 1890 at 6 o'clock P.M and the attorneys for the defendant were ordered to file affidavits in rebutal of counter affidavits by July 30th 1890 at 6 o'clock P.M. And it is ordered that the motion for a new trial herein, be heard on the 1st day of August 1890 at 2 o'clock P.M.

5527 E. B. Ferris } vs } Edmund Turner 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 Sheriff is ordered by deed duly executed to convey said premises to the purchaser in fee simple.

It is further ordered that said Sheriff out of the proceeds of said sale pay First - To the Treasurer of said county the taxes and penalty due upon said premises,

Second, To the clerk of this court the costs of this action, including a counsel fee of $25, to G. L. Cameron for his services herein taxed at $

Third - The residue of the proceeds of said sale be paid to the said plaintiff and Emily Parthemor, Annie Cary and Frank Ferris, in equal parts of one fourth each.

Wednesday July 9th 1890

Cont.

3885.

William Berger,
vs
George Shepper and
Margaretta Shepper

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 statue 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 Wm. Berger, a deed in fee simple for the lands and tenements sold, to wit:

Being out lot No 28 in the village of Marysville, County of Union, Ohio, being fifty seven and one half feet front off the west side of the following described land, to wit: Beginning at the West Corner of the land sold by E. Green and wife to F. A. Reynolds, on the 5th day of July, 1879: thence northerly on Southwicks East Line, and passing the corner to Robert Graham's line ten (10) poles: thence on the south line of Robert Graham and Charles Mullen, one hundred and fifty and one-half feet to a stone: thence southerly ten poles to the north margin of South Street one hundred and fifty and one-half feet to the beginning Containing Seventy five poles more or less. 3364

And the 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 said premises.

And the court coming now to distribute the purchase money in the hands of the sheriff, orderes that he pay—

First, that he pay to the treasurer of this county the taxes and penalty due upon the property so sold, to wit the sum of $

Secondly, to the clerk of this court the costs of this action. Taxed at $.

Third, to the order of Conrad Wagner the sum of $411-50 being the amount due upon the mortgage set up in his answer.

Fourth to William Berger the sum of $ being the amount of his claim,

Fifth the ballance of said proceeds if any he pay to the said Margaretta Shepper.

Thursday July 10th A.D. 1890.

In the Matter of a Committe to }
Examine the commissioners Report- }

Now comes the Prosecuting attorney and the court being fully advised in the premises, it is considered ordered and adjudged, that French Thornhill and James W. Smith be and they are hereby appointed a Committe to assist the Prosecuting attorney in examining the Commissioners Report of Union ohio, for the current year.

In the Matter of Soldiers }
Relief Commission }

Now comes the Prosecuting attorney, and the court being fully advised in the premises, it is considered, ordered and adjudged by the court that Samuel A. McNeal be appointed a member of the Soldiers relief commission of Union County Ohio, for the term of three years, from the 1st day of April A.D. 1890

Finley D. Davis }
3364 vs }
Elijah Lister et al }

This cause is settled and costs paid and the judgment described in the petition canceled in consideration of one hundred dollars paid to me as attry for Plaintiff J. W. Robinson.

Friday August 1st A. D. 1890

Court convened at 2 o'clock P. M to day, pursuant to adjournment his honor John A. Price Judge presiding.

V. S. Magruder Guardian &c }
5928 vs }
George Caldwell et al }

5944

This day came the plaintiff by his attorney and on his producing the return 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 and sale be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Augustus A. Hill, 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.

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 $446 78/100, it is ordered that the Sheriff out of the money in his hands, pay;

1st To the Treasurer of this county the taxes, penalty and interest against said property to-wit; the sum of $ now due.

2d The costs of this action, taxed at $132 29 except the costs of survey, by Harvey

3d To the plaintiff herein the amount of his judgment and interest amounting to $3792 20

4th To the Defendant Maria Caldwell the sum of $ being the remainder of said proceeds for the reasonable value of her contingent right of dower in said premises.

6041

The costs of said survey to be retained by the Sheriff until the next term of this court to which time this cause is continued for hearing on that question only.

Friday August 1st A. D. 1890

Bank of Richwood }
vs }
5944 Hoylas Sabin et al }

This day came the plaintiffs by their attorney and on their motion 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 James Butler by deed according to law the property so sold, and the said purchaser is hereby subrogated to all the rights of the 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 Recorders Office of Vinton County Ohio. And the court now coming to distribute the proceeds of sale amounting to Three hundred dollars, it is ordered that the Sheriff out of the moneys in his hands pay;

First: To the Treasurer of this County the taxes and penalty against said property amounting to $

Secondly. The costs of this action taxed to $

Third, To the plaintiff, Bank of Richwood the balance of said purchase money to apply on their judgment against said defendant.

L & M. Woodhull }
vs }
6041 John Clark et al }

This day came the plaintiffs by their attorney; also came John L. Porter, an attorney at law of this court, on behalf of the defendants and by virtue of a warrant of attorney duly executed by said defendants, and now produced to the court and a copy of which is filed with the Clerk of this court entered the appearance of said defendants waived the issuance and service of process in this action and with the assent of the plaintiffs confessed that the said defendants were justly indebted to the said plaintiffs in the sum of $121.60 and also released and waived all exceptions, errors and right of appeal herein,

It is therefore considered by the court that the said plaintiffs recover from said defendants the said sum of $121.60 dollars together with their costs herein expended, taxed at $.

Friday August 1st A.D 1890

5930 Antionette H. Saville executrix }
vs }
William L. Hoyde admr 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 said Sheriff having 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 confirmed and approved. 806

And it is further ordered that the said Sheriff convey to the purchaser G.W. Felton by deed according to law the property so sold; and that the 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 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 $1844.60 - 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 $

Second - The costs of this action taxed at $

Third - To the plaintiff Antionette H. Saville the amount heretofore found due her with interest to-wit; The sum of $1596.92 -

Leave to Hamilton McDonnel to file answer setting up claim to surplus in the hands of the Sheriff and same filed,

The Sheriff is ordered to hold ballance after paying cost and plaintiffs claim to await the further order hereof -

806 The State of Ohio }
vs } Indictment - for Murder in the first degree, 6040
Ellis Miller }

Now came the prosecuting attorney and J.L. Cameron on behalf of the State of Ohio, and the defendant Ellis Miller being brought into court in custody of the Sheriff, his counsel D.W. Ayers and W.T. Hoop also coming, This cause being heard on the motion for a new trial, the court on consideration, and for good cause shown, do overrule the same, to which the defendant, by his attorneys then and there and at the time excepted,

Court then adjourned until Eleven oclock tommorrow morning -

Saturday August 2d A. D. 1890

Court convened at Eleven oclock this morning the same officers being present as on yesterday.

806 The State of Ohio }
vs } Indictment for Murder in the first-degree.
Ellis Miller }

The defendant Ellis Miller having heretofore been of Murder in the first-degree, 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 haveing nothing but what he hath already said,

It is therefore considered and adjudged by the court that the defendant Ellis Miller on the 2d day of December A.D. 1890 and before the hour of sun-rise of said day, within the walls of the Ohio penitentiary at Columbus, Ohio, be hanged by the neck until he is dead; that he be taken hence to the jail of Union county, and that within the next thirty days the Sheriff of Union county convey the said Ellis Miller to the Ohio penitentiary and deliver him to the warden of the said penitentiary and that at the time and place herein named the said Warden cause the said Ellis Miller to be hanged by the neck until he is dead; that the said Ellis Miller pay the costs of this prosecution, and Execution is awarded,

And the court allow Jesse L. Cameron Esq a fee of six hundred dollars for assisting the prosecuting attorney, and to D. W. Ayres Esq and W. T. Hoops Esq a fee of one hundred dollars Each for defending the prisoner Ellis Miller under assignment of court.

6040 Abigal Thompson }
vs }
The unknown heirs of }
Wray Thomas et al }

It being made to appear to the court that the names and residences of the heirs of Wray Thomas deceased are unknown to the plaintiff, it is ordered that notice of the pendancy 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

Saturday August 2d A.D. 1890

5989 Stephen Cranston Jr
vs
Lewis Benton

This cause being heard on the demurrer to the answer of defendant the court on consideration thereof sustain the same. And thereupon the said defendant not asking to plead further, the court finds on the petition and evidence that the said defendant is indebted to the said plaintiff in the sum of $847.00 It is therefore considered by the court that the plaintiff recover from the said defendant the said sum of $847.00 so found due together with the costs herein expended.
To all of which rulings and judgment the defendant then and there excepted.

5913 James Scott
vs
O.M. Scott & Bro

Now comes the defendant James Downing as Executor of the Estate of Margaret E. Scott decd and presents to the court his certain bill of Exceptions herein which being found by the court to be true, on motion is hereby made part of the record of this case,

Marysville O Aug 2d 1890
To Hon John A Price, Judge
The court charges for the May adjourned Term A.D. 1890 Union county common pleas, are due for services rendered and are as follows;
Union County Ohio
To Thomas Martin, Sheriff Dr
To J.W. Lawrence Special Baliff 4.00
" E.P. Houghton " " 4.00
Total 8.00
I hereby certify the above bill is correct—
Thomas Martin Sheriff U.C.O.

To the Clerk of Court, Union County
You will make entry of the above bill and certify the same to the county Auditor.
John A. Price
Judge Com Pleas Court—

Saturday August 2d A. D. 1890.

6013 J. W. Scott }
vs }
Minnie Walker et al }

On this case the defendants all having executed their written agreement authorizing Henry Horotts, Oliver Shaw and Hugh McFadow to make partition in this case assigning to Nancy Scott her dower in the lands in said petition described and dividing said lands equally in value between the five children of said Samuel B. Scott decd To-wit: J. W. Scott, Isaac M. Scott, Minnie Walker and Rosa Linn. And it appearing to the court that said three commissioners were disinterested and not of kin to the parties and were duly sworn and with the aid of W Leighter county surveyor have assigned said Dower, and made partition of the said lands as shown by their report and plat herein filed, and ordered to be made a part of the record of this case, And the court being satisfied that said division has been fairly and equitably made do hereby confirm and approve the same and order that said Nancy Scott be endowed of the said lot No 3 of said plat and containing 100 acres more or less and that Isaac M. Scott have and hold said lot No 1 containing 67 acres more or less as his portion in severality. That said John W. Scott have and hold said lot No 2 containing 67 acres more or less as his portion in severalty, that said Nettie Scott have and hold said lot No 4 containing 58½ acres more or less as her portion in severalty. That said Minnie Walker have and hold said lot No 5 containing 58 acres more or less as her portion in severalty, and that Rosa Linn have & hold lot No 6 including the twenty foot lane out to the road as set off in said plat for an out lot and all containing 67¾ acres more or less as her portion in severalty, and the said lot No 3 of 100 acres to remain undivided during the life of said Nancy Scott and if the personal estate fails to pay the debts of said decedent each of said heirs shall hold their respective ~~shares~~ lots subject to the claim of said Administrator.

And it is further ordered and adjudged by the court that the costs of these proceedings including an attorney fee of $113.00 to Robinson and Woodburn be paid by said parties in the following proportions, to-wit:- One sixth by said Nancy Scott and one sixth by each of said five heirs, and in default thereof for ten days that execution issue against each of them respectively for his or her share thereof.

Saturday August 2d A.D. 1890

5793 Flora Hatcher et al
vs
Robert McIntire et al

5793

This cause came on to be heard on the return of the Sheriff of the writ of Execution for costs 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 Statutes in such case made and provided, find the same to be legal, and do, therefore approve and confirm the same.

It is further ordered, that the Sheriff make to the purchaser Robert Smith a deed according to law for the property so sold, to-wit;

Being Division No 6 of the Robert McIntire farm in York Township union county Ohio, and being part of Survey No 3228.

Beginning at a stone at the N.E corner of the Davis land, thence with the East line of said land S 11° W 29 4/100 poles to a stone corner to said lands in the center of the road; thence with the center of said road S 77° E 20 8/100 poles to a stone S.W corner to the lands of Flora Griffith et al; thence with the west line of said land N 11° E 71 2/100 poles to a stone corner to said lands in the south line of Virgil Harris' land, thence with said line N 79° W 33 6/100 poles to a stone corner of John McIntires land; thence with a line of John McIntires land S 11° W 41 8/100 poles to a stone corner of said land, in the north line of said & Davis land; thence with said line S 79° E 12 9/100 poles to the beginning, containing 12 53/100 acres more or less (and being the same lands set off by partition of said farm to Flora Hatcher, Rose Tanner & Alice McIntire.

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 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: $

Second- To the clerk of this court the costs of this proceeding on the Execution for costs aforesaid taxed at $

Third- To the clerk of this court the amount of the costs on partition for which said Execution issued with interest to this date to wit: the sum of $

Fourth- To the said Flora Hatcher, Rose Tanner and alice McIntire the balance of said purchase money, to-wit the sum of $

Saturday August 2d A. D. 1890

5793 Flora Hatcher et al
vs
Robert McIntire et al

This cause came on to be heard on the return of the Sheriff of the writ of Execution for costs 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 Statute in such case made and provided, find the same to be legal, and do therefore approve and confirm the same.

It is further ordered that the Sheriff make to the purchaser Robert Smith a deed according to law, for the property so sold, to-wit; situate in the Township of York County of Union, Ohio, known as Division No 7 of the Robert McIntire farm,

Beginning at a stone in the center of a road, and at the south west corner of W Cahill's land, thence with the west line of said Cahills land and lands of H Worthington N 1° E 71 2/100 poles to a stake corner of said Worthingtons land; thence with the north line of said Worthingtons land and the land of Virgil Harris N 77° W 28 2/100 poles to a stone north east corner of the lands of Flora Hatcher et al. thence with the east line of said land S 1° 71 2/100 poles to a stone in the center of said road, thence with the center of said road S 79° E 28 2/100 poles to the beginning containing 12 5/100 acres more or less (and being the same lands set off by partition of said farm to ~~Flora~~ said Lillie Griffith and Flora Griffith). 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 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 on the property so sold, to-wit; the sum of $

Second- To the Clerk of this court the costs of this proceeding on the Execution for costs aforesaid taxed at $

Third- To the clerk of this court, the amount of the costs on partition for which said Execution issued, with interest to this date, to-wit; the sum of $

Fourth- To the said Lillie Griffith and Flora Griffith the balance of said purchase money, to-wit- the sum of $

Saturday August 2d A.D. 1898

5813 James E. Pitts et al
vs
James M. Davids et al

This day this cause came on to be heard upon the pleadings of the parties and the evidence, on consideration whereof the court being fully advised in the premises, finds that the equity of the case is with the plaintiffs and that they are entitled to recover of the defendants the undivided two thirds of the premises in the petition described. The court further find that the said Lovina Davids should account to the said plaintiffs, for the use of the lands to which the plaintiffs are found entitled and the court finds that the just and reasonable amount for which said Lovina Davids should account to plaintiffs, for the use of said lands is $57.00

It is therefore adjudged and decreed by the court that the said defendants within 30 days from the date of this decree convey to said plaintiffs by good and sufficient deed the undivided two thirds of said lands and that in default of such conveyance that this decree operate as such. And it is further ordered that said Lovina Davids within 30 days from this day pay to the said plaintiffs, the said sum of $57.00 and that in default of such payment, that execution issue therefor as upon judgments at law, and it is further ordered that the plaintiffs recover of the defendants their costs herein expended taxed at

Thereupon the defendants gave notice of their intention to appeal to the circuit court and the court fix the bond at $1000.00 —

5985

6003 Oda May Fowler
vs
William M Fowler

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 does find for the plaintiff.

I That due notice of the said action was made by publication in the Marysville Journal, for six consecutive weeks.

II. That said defendant was guilty of gross neglect of duty and extreme cruelty as charged in in the plaintiff's petition.

It is therefore ordered and adjudged by the court that the said plaintiff be granted a complete divorce from the said defendant and be decreed the custody and controll of the child Percy Grafton Fowler and that plaintiff pay the costs of this action taxed at $7.16 —

Wednesday July 9th 1890.

Elizabeth M Hill executrix.
vs
5985. Henry Hutson et al.

This day this cause came on for hearing, on the petition of the plaintiff, and the said defendants being in default for answer and demurrer, the Court find the allegations of the petition are confessed by them to be true, except as hereinafter stated; The said Henry Hutson defendant being represented by counsel, and agreeing that in consideration of said plaintiff staying Execution herein until November 8th 1890 interest might be calculated on all installments of interest as alleged to be due in said petition at Eight per cent per annum,

It is therefore considered, and adjudged by the Court that said plaintiff as executor, as alleged in said petition do recover of said defendant Henry Hutson the sum of Two thousand and Eighty and 79/100 dollars, with eight per cent interest thereon, from the first day of this term of Court, to wit; May 26th 1890. and the costs herein taxed at $— And that execution be stayed herein until Nov. 8th 1890

The Court further find that the said defendants Henry Hutson, and Ellen Hutson, his wife, who is now dead; and said Henry Hutson, and Maria Hutson, his wife, executed and delivered the Mortgages as described in said petition, and on the premises therein described. The Court further find, that by mistake the description in said mortgage included thirty four and 7/8 acres of land previously conveyed by said Defendant Henry Hutson, to said defendant William Hutson, as described in a certain deed, recorded in Volume 52 page 109. and Deed of correction, in Volume 56 Page 636. of the records of Deeds of Union County Ohio.

It is therefore considered, ordered and ~~adjudged~~ decreed, by the Court, that unless said defendant, Henry Hutson, shall pay or cause to be paid to said plaintiff herein, said sum of $2080.79/100 with Eight per cent interest from May 26th 1890, and to the Clerk of said Court the said costs herein, now before, Nov 8th 1890, that an order of sale issue to the Sheriff of said Union County, Ohio, commanding him to appraise, advertise and sell, said premises described in said petition except said 24 7/8 acres, above mentioned as upon execution, and bring the proceeds into Court, for distribution.

Saturday, August 2d AD 1890

5793. Flora Hatcher et al. vs. Robert McIntire et al. | Confirmation of Sale re on execution, vs Flora Hatcher Rose Tanner, and Alice McIntire.

This cause came on to be heard on return of the Sheriff, of the writ of Execution for costs issued herein, with his report of the proceedings and sale of lands, and tenements under said writ, And the Court having carefully examined 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 the same to be legal, and do they now approve and confirm the same.

It is further ordered that the Sheriff make to the purchaser Robert Smith a deed, according to law, for the property so sold, to wit; being Division No. 6. of the Robert McIntire farm, in York Township, Union County Ohio; and being part of Survey No 3228. Beginning at a stone at the North East corner of the Davis land; thence with the East line of said land, S 11° W 29 40/100 poles to a stone, corner to said land, in the center of the road; thence with the center of said road S 79° E 20 80/100 poles to a stone S.W. corner to the lands of Flora Griffith et al; Thence with the west line of said land N. 11° E 71 20/100 poles to a stone, corner to said land, in the South line of Virgil Harris' land; thence with said line N 79 W 33 60/100 poles to a stone corner of John McIntire's land; thence with a line of John McIntire's land S 11° W 41 80/100 poles to a stone corner of said land, in the North line of said H Davis land; Thence with said line S 79° E 12 27/100 poles to the beginning containing 12 53/100 acres more or less, And being the same lands set off, by partition of said farm to said Flora Hatcher, Rose Tanner & Alice McIntire,

Saturday August 2d A.D. 1890

5373 E. D. Pitts Plaintiff
vs
J. M. Hoskins H. C. Hoskins
Wals

This day this cause came on to be further heard upon the petition, cross petition of W. M. Ayers and answer of H. C. Hoskins and James L. Jolliff and it appearing to the court that said H. C. Hoskins and Rebeca A Hoskins have died since the commencement of this suit and that James L. Jolliff has been duly appointed and qualified as the administrator of the estate of said H. C. Hoskins and has entered his appearance to this suit as such administrator

The court find that all the parties to this suit have been duly and legally served with process and have entered their appearance therein as by law provided, that the lien of the Connecticut Mutual life Insurance Company being a Mortgage lien on a part of the premises in the petition described has been satisfied by sale of the premises in the said Mortgage described, and the court further find that the plaintiff herein has by assignment from one P. M. Hawn a judgment wholly unsatisfied and which is a first lien on the premises in said partition described remaining unsold for the sum of Seven hundred and Seventy five and 99/100 dollars ($775 99/100) with interest thereon of said sum the original judgment $739.80 at 8% from March 31st 1887. to august 1st 1890 and costs on same $36.82 with 6% interest from said 31st day of March 1887. Makeing the sum of $204.45 Makeing the sum of Nine hundred Eighty and 35/100 dollars ($980.35) due and unpaid on the 1st day of August A.D. 1890.

It is therefore considered ordered and adjudged and decreed that said plaintiff recover said sum of $980.35 against said James L. Jolliff as administrator of the estate of said H. C. Hoskins, and it is further ordered that unless said judgment be paid within ten days that said premises be sold and that an order issue to the Sheriff of said county directing him to appraise, advertise and sell said premises and report his proceedings to the court.

Saturday August 2d AD 1890

It is ordered that all Cases, motions, and matters now pending in this court not otherwise disposed of be and the same are hereby continued, to the next Regular Term thereof.

This separate session of the Court of Common Pleas of the 10th Judicial District of the State of Ohio, for the Term of May AD 1890 was begun on the first Monday May 26th AD 1890 and continued from day to day by regular adjournments until this 2d day of August, 1890, and is now adjourned without day

R McGinn
Clerk of Court.

In Vacation

6055 Caroline V Wells
vs.
Joseph T Wells.

Before the Probate Judge.
Union County Ohio
Sept Term 1890

Motion for temporary injunction in the Common Pleas Court of Union County Ohio,

And now on this first day of September AD 1890 came the plaintiff by Jesse L Cameron attorney, and it being made to appear that said action is pending in the Common Pleas Court of said County and that there is ~~at this~~ time no Common Pleas 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 ~~issue~~ be, and and the same is hereby allowed in this case to restrain the said defendant from encumbering, selling or in any manner disposing of any of the real estate in the petition described, or selling, encumbering, transfering or disposing of any of the personal property in said petition described, 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, "Indorsed Injunction allowed, No Bond Required by Statute,

L Piper Probate Judge,

September 9th 1890

5733 E. T. Reese
vs
Robert W. Brestor

Now comes the plaintiff and presents his bill of ~~particulars~~ Exceptions which is allowed signed sealed and made part of the record.

In Vacation.

Order of Injunction.

The Columbus Coffin Company
vs
Joseph T. Wells, Caroline V. Wells,
Howard C. Black, Lester W. McKitrick
S. C. McKitrick and D. Ketch

Before Probate Judge,

Sept Term A.D. 1890.
Motion for temporary injunction,
in Common Pleas Court, Union County Ohio.

And now on this 20th day of September A.D. 1890 Came the plaintiff by J. E. Sater, Cole & Bates its attorneys and it being made to appear that said action is pending in the Common Pleas Court of said County, and there being at this time no Common Pleas or Circuit 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 and ordered that a temporary injunction be and the same is hereby allowed, in this case to restrain the said defendants, Howard C. Black from delivering to said Joseph T. Wells, or Caroline V. Wells, or Lester W. McKitrick or any one representing them, or either of them the deeds described in the petition; To restrain the said S. C. McKitrick, and Caroline V. Wells from disposing of the premises, and building thereon described in the petition and from collecting the rents thereof, or from assigning, of-or disposing of in any manner, the note executed and delivered by D. P. Ketch defendant, for a part of the purchase money for said undertaking business, and property used in connection therewith, as described in the petition and from collecting the same or any part thereof, and that said D. Ketch be enjoined and restrained from paying over to said S. C. McKitrick and Caroline V. Wells, or either of them, or any one of them any portion of the purchase money for said business and property, described in the petition; and that the said Joseph T. Wells, and Caroline V. Wells Each be restrained and enjoined from collecting, assigning or disposing of in any way any accounts, or money held by them or either of them, arising out of the undertaking business of said Wells, described in the petition until the further order of the Court, 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 plaintiff giving an undertaking to the said defendants conditioned according to law, with security to be accepted by the said Clerk of the Common Pleas Court, in the sum of $1000.00

Lemuel Piper Probate Judge,

Mandate. — From Circuit Court.

State of Ohio, Union County. ss. } Circuit Court of 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 Henry H Dennis
" Thomas Beer
" John J Moore } Presiding Judges,

at Marysville, on the 24th day of September, AD 1890, among other proceedings then and there had, by and before said Court, as appears by its Journal, were the following,

No 88, { Emily M Adams, admrx
vs
Anna Gill & H D Gill }

This day came the parties to this cause and submitted this cause to the Court on the pleadings, ~~Evidence~~ Testimony and arguments of Counsel, for plaintiff, and for Anna Gill & H D Gill, and Counsel for Mary Callahan; Whereupon the Court being fully advised in the premises, do overrule the motion to dismiss H D Gill; and do find against defendant Mary Calahan, and for the plaintiff on the issues joined between them, and that the plaintiff is the owner of said note and Mortgage in the petition described, And the Court find for said plaintiff as administrator, and against said defendant on all the issues between them,

And the Court find the ballance due and unpaid on said and Mortgage this day to be and amount to the sum of five hundred and Eighty Six dollars and thirty cents $586.30 after reducing the interest to six percent per annum, 45

It is therefore considered, ordered and decreed, that said defendants Anna Gill & H D Gill, within five days, pay to the present administrator of the Estate of Susan Adams, decd., said sum, to wit, $586.30 so found due on said Mortgage, and interest from this date, and all costs, Except the costs made by Mary Calahan herein,

And in default of payment thereof that an order of Sale, issue to the Sheriff of this county according to law, commanding him to appraise, advertise and sell the premises described in the said petition according to law,

And it is considered, and adjudged by the Court, that the cross petition of Mary Calahan be dismissed at her costs, and that plaintiff recover of Mary Calahan the costs made by her, in this case, And this cause is remanded to the Court of Common pleas, of Union County Ohio to carry this order into executing.

Ordered that a Special Mandate be sent to the Court of Common pleas, of said County to carry this Judgment and decree 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.

I R McCorry, 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 from the Journal of said Court.

Witness my hand and the seal of said Court, this 24th day of September AD 1890

(Seal)

R M McCorry Clerk.

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

Emily M Adams, admrx

vs

Anna Gill & Henry D Gill et al,

into execution,

Witness, R M Corry, Clerk of our said Circuit Court at Marysville, Ohio, this Twenty fourth day of September AD 1890.

(Seal)

R M Corry Clerk

45 Mrs. M J Abrams } Mandate. From Circuit Court
vs } In Error.
Adam Wolford }

This day this Cause came on to

Mandate From The Circuit Court.

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

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

at Marysville on the 24th day of September, AD 1890 among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz.

No 95. } Mrs M J Abrams
vs
Adam Wolford admrx

This day came this Cause on to be heard upon the petition in Error, and the Transcript 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.

It is therefore considered by the Court, that the Judgment aforesaid be, and the same hereby is affirmed and the defendant in error recover of the plaintiff in error his costs herein expended, taxed at $ —

It is further ordered that a Special Mandate be sent to the Common pleas Court of Union County Ohio. for executing on this Judgment. To all of which plaintiff in error excepts. Ordered that a copy of this entry be certified to the clerk of the court of common pleas of Union County for entry, etc.

6088

I M 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 30th day of September AD 1890

M McCorry, Clerk of Circuit Court.

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 — Greeting:

We command You that you proceed without delay to carry the within and foregoing Judgment of our Circuit Court in the Cause of — Mrs M J Abrams. vs Adam Wolford admrx in execution.

Witness M McCorry Clerk of our Circuit Court at Marysville Ohio, this thirtieth day of September AD 1890

M McCorry Clerk

Bellefontaine O. Oct-6th 1890

To the Clerk of the Court of
Common Pleas Union County Ohio

It appearing that there does not remain in the box containing the names of jurors a sufficient number of names of jurors for the transaction of the business of the Court of Common Pleas of Union County for the unexpired portion of the year A. D. 1890;

It is ordered that the Clerk of said court shall apportion thirty (30) jurors among the several Townships and Wards in said county as provided by Section Fifty one hundred and sixty three (5163).

Done in Vacation, And the said clerk will enter this order on the journal of said court.

John A. Rice.
Judge of court of common Please

6088 Adeline E. Downs vs Elmer B. Downs } Before the Probate Judge Union County Ohio September Term A. D. 1890

Motion for Temporary Injunction in the court of common pleas Union County Ohio.

And now, on this 1st day of November 1890 came the plaintiff by D. W. Ayers attorney; and it being made to appear that said action is pending in the Common pleas court of said county, and there is at this time no Common pleas Judge within said County, the Motion of the plaintiff for a temporary injunction came on to be heard upon the petition of the plaintiff Adeline E. Downs and the affidavit 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 from selling or disposing of the goods in the petition described and from interfering with the custody of said child as prayed for in said petition of plaintiff.

It is further ordered that the clerk of the court Common pleas court issue summons in this case endorsed injunction allowed.

No bond required
Fees $2.00 not paid

L. Piper
Probate Judge

Times of Holding Common Pleas Court's 10th Judicial District-O

Be it Remembered, That at a Meeting of the Judges of the Tenth Judicial District of the State of Ohio, held in the Village of Carey in the county of Wyandot and in the State of Ohio, on the third Tuesday of October, A.D. 1890 to fix the times of commencing the terms of Court in said District for the year 1891 all of the said Judges being present: It was ordered; That terms of Court in the several Counties of the 10th Judicial District of the State of Ohio, during the year 1891 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 5th	April 6th	September 14th
In Hancock County	January 26th	May 11th	October 5th
In Hardin County	January 5th	April 13th	September 7th
In Logan County	January 5th	April 13th	September 14th
In Marion County	February 23d	May 18th	October 19th
In Seneca County	January 5th	April 13th	October 19th
In Union County	February 9th	May 25th	November 9th
In Wood County	February 23d	May 18	September 7th
In Wyandot County	January 12th	June 1st	November 16th

In Testimony of which we have hereunto set our hands at the date herein before set forth.

John A. Price
Caleb H. Norris
J. H. Ridgely
Artemus B. Johnson
Allen Smalley
} Judges

5909

No 94

In Vacation

5909 Ellen Robinson
vs
Lemuel Robinson

This day this cause came on for hearing at Chambers upon the Motion of plaintiff for the allowance of plaintiff for the allowance of Alimony pendente lite.

~~Within 20 days~~ Upon Consideration Whereof it is ordered that the defendant Within 20 days from this date pay to the plaintiff the sum of $50.00 which sum shall be a credit on the note of $80.00 which plaintiff holds against the defendant. And in default of payment of said sum Execution shall issue therefor as upon Judgment at Law.

Done at Chambers this 23d day of October A.D. 1890

John A. Price Judge

In Circuit Court.

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

To the Honorable Court of Common Pleas in and for Union County Ohio Greeting.

Whereas at a term of the Circuit Court, within and for the County of Union, in the State of Ohio begun and held before

Hon Henry H Deeley,
" Thomas Beer
" John J Moore } Presiding Judges.

at Marysville on the 24th day of September AD 1890 among other proceedings then and there had by and before said Court, as appears by its Journal, were the following viz-

No 94 John Montgomery, administrator of Geo W Montgomery deceased,
vs- Sarah Montgomery.

This day came the parties to this cause, to the Court, whereupon the Court being fully advised in the premises do find that there is no error in the proceedings described in plaintiffs petition and it is therefore considered and adjudged by the Court, that the said Judgment be and the same is hereby affirmed with costs but without penalty.

It is therefore considered and adjudged that the said Judgment be affirmed and that defendant in error recover of plaintiff in error her costs herein expended and taxed at $.

And it is ordered that a Mandate issue to remand this Cause to the Court of Common Pleas to carry the same into execution.

We therefore hereby command You, that without delay you cause said Judgment to be carried into execution according to the tenor thereof. Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas for Entry &c

Witness My Signature as Clerk of our said Court, and the Seal thereof at Marysville, this 25th day of Sept 1890.

(Seal)

R M Brown
Clerk.

Monday November 3d A.D. 1890

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 November AD 1890 held in the Village of Marysville County and State aforesaid, was begun on the first Monday, the 3d day of November in the year aforesaid.

Present:

Hon John A. Price, Judge of the Court of Common Pleas of the 3d Subdivision of the 10 Judicial District of Ohio

Thomas Martin Esq
Sheriff of Union County Ohio

A. B. Swisher M.D. Coroner in
& for Union County Ohio

Attest:
R. McCrory
Clerk of the Court of Common Pleas of Union County Ohio
By W. M. Winget
Deputy.

The Venire facias for a grand jury, heretofore issued, and returnable this day at 10 o'clock A.M. was duly returned by the Sheriff with his indorsement thereon as follows, to-wit; On the 6th day of October 1890. I received this Venire Facias 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; 6017

1	O. H. Reed	Oct 9	Copy
2	J. W. Sanaft	" 8	"
3	David Fussing	" 9	"
4	Simon Barr	" 13	"
5	J. E. Minthorn	" 8	"
6	A. A. McGee	" 8	"
7	Jesse Laughery		"
8	S. R. Houser	" 9	"
9	Fielding Taylor	" 11	"
10	Burd Marion	" 15	"
11	Andrew Brown	" 8	"
12	O. S. Neal	" 11	"
13	J. V. Nash	" 12	"
14	Ezekial Aller	" 11	"
15	John Cunningham	" 11	"

Thomas Martin Sheriff

and upon calling the same in open court J. W. Sanaft, David Fussing, Simon Barr J. E. Minthorn A. A. McGee, Jesse Laughery, S. R. Houser, Fielding Taylor Burd Martin Andrew Brown O. S. Neal, J. V. Nash, Ezekial Aller and John Cunningham &c Appeared and answered thereto, and the panel being incomplete

Monday November 3rd A. D. 1890

A. Gray of the Petit jury was called to fill the panel. And the panel being full the court appointed Andrew Brown 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.

The following named persons compose the grand jury, to wit:-

1 Andrew Brown, foreman of the Grand jury.
2 J. W. Sanaff
3 David Dussing
4 Simon Barr
5 A. E. Smithson
6 A. A. McGee
7 Jesse Laughery
8 G. R. Houser
9 Fielding Taylor
10 Burd Marion
11 O. L. Neal
12 J. V. Nash
13 Ezekial Aller
14 John Cunningham Jr
15 A. Gray

6017 J. L. Boerger Jr
vs
J. F. McElroy

This day this cause came on for hearing on the petition and affidavits and the defendant still failing to answer or demur to plaintiffs petition the court find that the allegations of said petition are confessed by said defendant to be true, and that there is due said plaintiff from said defendant the sum of thirteen dollars ($13.00) It is therefore considered and adjudged by the court that said plaintiff recover of said defendant said sum of $13.00 with 6% interest thereon from the first day of the present term hereof, to wit: November 3rd 1890 Together with his costs herein expended taxed to $ and execution is awarded therefor, And on motion of plaintiff it is ordered that the Sheriff proceed as upon execution to advertise and sell the real estate heretofore attached in this action or so much thereof as will satisfy the judgment and costs aforesaid.

Monday November 3d A.D. 1890

6010 William W. Epps
vs
J. F. McElroy

This day this cause came on for hearing on the petition and the defendant still failing to answer or demurre to plaintiffs petition the court find that the allegations of said petition are confessed by said defendant to be true, and that there is due said plaintiff from said defendant the sum of $293.21.
It is therefore considered and adjudged by the court that said plaintiff recover of said defendant said sum of $293.21 with 8% interest from the first day of the present term of court, to-wit November 3d 1890 together with his costs herein expended taxed to $ and execution is awarded therefor. And on motion of the said plaintiff, it is ordered that the Sheriff proceed as upon Execution, to advertise and sell the real estate heretofore attached in this action, or so much thereof as will satisfy the judgment and costs aforesaid.

5993 Allen M. Holden
vs
A. B. Butler 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 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 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 $334.00 it is ordered that the Sheriff out of the money in his hands pay;
First. The Treasurer of this county the taxes on said property amounting to $28.40
Second. The costs of this action taxed at $31.53
Thirdly. To the plaintiff the balance of said purchase money to-wit $274.07 to apply on the the judgment in his favor against the defendants.
And it is further ordered that the clerk cause cancellation of said mortgage to be entered on the record thereof in the Recorders office in said county.

5999

Monday November 3d AD 1890

Ruben Weisz }
5999 vs }
John W. Clark 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 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 Ruben W. Weisz 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 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 $2000 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 $8 24

Second. The cost of this action taxed to $35.91

Thirdly - To the plaintiff the ballance of said purchase Money - to-wit: - $1555.83 to apply on the judgment in his favor against the defendants, and it is further ordered that the Clerk cause cancellation of this Mortgage to be entered on the record thereof in the Recorders office of said County.

Monday November 3d A.D. 1890

B. L. Talmage
vs
5658 W. H. Graham et al

6004

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 Nancy Winters 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 be paid herein for the protection of her 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 $357.00 It is ordered that the Sheriff out of the money in his hands pay;

First- The Treasurer of this county the taxes penalty & interest on said premises amounting to $37.92

Second- To the clerk the costs in this case taxed at $72.25

Thirdly- To the plaintiff the balance of said purchase money to apply on his judgment against the defendant W. H. Graham to wit the sum of $240.83 And the clerk is ordered to enter cancellation of said Mortgage on the record thereof in the Recorders office of said County.

Monday November 3d A. D. 1890.

Michael Bowers }
6004 vs }
R. E. Barnes et al }

On motion of W. W. Merchant attorney for 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 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 M. J. Scheiderer by deed according to law the property so sold, and the purchaser is hereby subrogated to all the rights of the said lienholders in said premises.

And it is further ordered by the court that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the records thereof in the Recorders Office of said County of Union.

And the court coming now to distribute the proceeds of said sale amounting to $614.00 It is ordered that the Sheriff out of the money in his hands pay.

1st To the Treasurer of this County the taxes penalty and interest against said property, to-wit; $128.00

2d The costs of this action taxed at $

3d To the plaintiff Michael Bowers the balance of the money remaining in his hands To-wit; the sum of $ to be applied upon his judgment against the defendant. And there still remaining due to the said Michael Bowers the sum of $ it is considered that he recover of the same from the defendant R. E. Barnes and E. R. Barnes and execution is awarded therefor.

Court then adjourned to meet Wednesday November 5th 1890 at one o clock P. M.

Wednesday November 5th A. D. 1896.

Court convened at one o'clock P. M to day this Honor John A. Price Judge presiding.

6059

6054 Abraham Bayspole
vs
Ashford Shover

This cause now coming on for hearing on the petition and the evidence, the court find that the defendant Ashford Shover has been duly served with summons in this case and that he is in default for answer & 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 Ashford Shover on the promissory note set forth in the petition, with interest to the first day of this term the sum of Three Hundred and twelve & 80/100 ($312.80 dollars.

The court further find that in order to secure the payment of said note the defendant Ashford Shover executed and delivered to one Israel Wollam assignee of plaintiff his certain mortgage to secure the balance of purchase money as in the petition alleged and described and on the premises therein described; That said mortgage is a good and valid lien upon 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 $312.80 with interest from the first day of this term and his costs herein expended.

And it is further adjudged and decreed that unless the defendant Ashford Shover 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 from the 3d day of November A D 1896 the defendant's 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.

Wednesday November 5th A. D. 1890

6059 Eliza J. Wilson et al
vs
Melissa E. Laughery et al

This cause came on to be heard upon the petition and the answer and the written consent of the Guardian for the Minor defendants Elisha H. Laughery, Angeline M Laughery and Daisey A. Laughery and the pleadings and record in the cause and was presented by the counsel on consideration whereof and it appearing to the satisfaction of the court that all and every of said defendants have been duly notified of the pendancy and demand of said action against them, as required by law and that said plaintiff Eliza J. Wilson hath 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 as prayed for in said petition it is therefore ordered by the court on the Motion of W. W. Merchant attorney for plaintiffs that by the oaths of William P. Beightler D. F. Moore & Perry Burchard judicious disinterested freeholders of the the Vicinity upon actual view of the premises that partition be made of said lands subject to the dower of the said Margaret Winderer which was assigned her under an order of this court at the October term 1883 in the following proportion To the said Eliza J Wilson one Equal 1/5 part thereof To Melissa E Laughery, Elisha H. Laughery, Angeline M Laughery and Daisey A Laughery, each 1/5 part thereof and if the same can be done without manifest injury to the value thereof if not that said premises (subject to said dower as aforesaid) be appraised at the true value thereof in money And it is further ordered that a writ of partition issue to the Sheriff of Union County Ohio commanding him to cause said partition to be made accordingly

Court then adjourned until 9 o'clock A. M tommorrow morning

Thursday November 6th A. D. 1890

Court convened at 9 O'clock this morning the same officers being present as on yesterday.

James A. Henderson
vs
Incorporated Village of
Marysville et al Robert Smith Treasurer

Now come the parties herein and their attorneys and thereupon this cause came on for hearing on the pleadings and evidence and was submitted to the court, on consideration whereof the court find on the issue joined for the plaintiff and that the allegations of the petition are true and that the plaintiff is entitled to the relief prayed for.

It is therefore on motion of the plaintiff adjudged and decreed that the injunction heretofore granted in this action be and the same hereby is made perpetual, and it is considered, decreed and adjudged the pretended assessment for side walk gutter and curb on premises described in the petition be illegal and void and that the said Robert Smith as Treasurer of Union County strike the same from the duplicate, and that the said Village of Marysville and Robert Smith as Treasurer of Union County be perpetually enjoined from any and all attempts to collect the same, and that the cloud on plaintiffs title to the real Estate described in the petition by reason of said assessment be removed and plaintiffs title ~~thereto the real Estate~~ quieted against same.

It is therefore further considered that the plaintiff recover from the defendant, the Village of Marysville his costs herein expended taxed to 5

5958

Court then adjourned until 9 O'clock A M tomorrow

Friday November 7th A.D. 1890

Court convened at 9 o'clock this Morning his Honor John A Price Judge presiding.

This day appeared at the bar of this court the Grand jury heretofore impanneled and sworn in and for the body of the county aforesaid, viz

1 Andrew Brown	6 A. A. McGee	11 C. S. Neal
2 J. W. Sanafit	7 Jesse Langhery	12 J. T. Nash
3 David Hussing	8 G. R. Hoeser	13 Ezekiel Aller
4 Simon Barr	9 Fielding Taylor	14 John Cunningham Jr &
5 A. R. Mirthane	10 Bird Marion	15 A. Gray who presented

to the court through their Foreman Andrew Brown their certain bills of indictment against Edward Durst for Shooting with intent to kill. George Eakins for Burglary and Grand Larceny. Lester Eakin for Grand Larceny and ~~Receiving~~ concealing Stolen goods Keate Chambers for assault and Battery, Frank Sanders for cutting with intent to wound, Harry owen. carrying concealed weapons, Each indorsed, "A True Bill" Andrew Brown Foreman of the Grand jury.

Also, their farther report as follows"

To the Honorable John A Price, Judge

The Grand jury of the court of Common Pleas of Union county of the November Term, 1890, beg leave to report that they have been in Session Four 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 Forty-seven witnesses covering Eight cases and presented Seven bills and ignored one case 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 and properly Enforced

Respectfully Submitted.

Nov 7th 1890 — Andrew Brown, Foreman

5955 — Phineas Bell vs George W. South et al

On Motion of W. Beach was made a party defendant with leave to file answer and cross petition and same filed

Friday November 7th A.D 1890

6064 O. W. Wells & James Carter vs John G. Wallace et al

This day came the plaintiff and the defendants being in default, on the application of the plaintiff Thomas Martin Sheriff is appointed Receiver as prayed for by plaintiffs in their petition, that is his authority as Receiver under the former appointment of this court made at the March Term thereof for 1890 Journal 15 Page 289. in case of John G. Wallace & Joseph Darling plaintiff vs Morris W. Hill et al consolidated No 5953 is extended so as to protect the rights of plaintiffs in this case - 5967

3140

5916 Mary Knox vs Lewis D. Knox

This day this cause came on for hearing upon the petition of the plaintiff the defendant being in default for answer and demurrer and the court being fully advised in the premises do find for the plaintiff, 5521

1st That said Marriage had been had as stated in the petition

2d That due notice of the same had been made by publication in the Marysville Tribune a paper of general circulation in Union Co 5398

3d That said defendant had been guilty of extreme cruelty as charged in said petition

It is therefore ordered and adjudged by the court that said plaintiff be granted a complete divorce from the defendant and that she be restored to her maiden name of Mary F Sutton and recover her costs herein taxed at $ - 5339

5955 Phineas Bell vs George W. South et als

This cause coming on for hearing on motion of the defendant George W South to set aside sale & appraisement and to open up the judgment and order heretofore rendered herein as to the defendant Villa Wallace on consideration of the court and by agreement it is ordered that said appraisement and sale be set aside and that judgment herein be opened up as to Villa Wallace,

Court then adjourned until Monday November 10th A.D 1890 at One o clock P. M.

Monday November 10th A. D. 1890

Court convened at one o'clock P. M. today his honor John A. Price judge presiding.

5967 Zeigler & Wagner vs Lenox Brothers — This day this cause is by agreement continued, the defendants waiving the defect on the endorsement on the envelope of the Boston depositions and the fact that the officer failed to endorse on said envelope the title of this cause the name of the officer taking the same &c

3140 James Carter vs Bank of North Lewisburgh — Continued by agreement.

5521 Mercy A Bland vs Ira Fenner — Continued by agreement.

5398 M. Worthington vs D. W. Ayers — Continued by agreement.

5339 Lester Clark vs Calvin Felkner — Continued by agreement.

Court then adjourned until 8½ O'clock tommorrow morning

Tuesday November 11th A.D. 1890

Court convened at 8½ O'clock this morning this honor John A. Price Judge presiding.

6092 Charles A. Serran admr
vs
Artemesia Serran et-al

This day this cause came on to be heard on the motion of the plaintiff to dismiss the appeal in this case taken from the Probate court of this county, and was argued by counsel, the court being fully advised in the matter on due consideration thereof sustained said motion and said appeal is hereby dismissed at the cost of the defendants Mary J. Phelps and Drastus Phelps and it is further ordered by said court that the clerk of this court make out and file in said Probate court a transcript of the proceedings of this court and this cause is hereby remanded back to said Probate court. To the above decision and holding of the court the defendants Mary J Phelps and Drastus Phelps except. It is therefore considered and adjudged that the plaintiff recover of the defendants appellants Mary J Phelps and Drastus Phelps his costs herein taxed at $.

5860 Daniel Pendleton
vs
The Village of Unionville Center

The plaintiff having failed to give security for costs heretofore required by order of court this action is now on motion dismissed at plaintiffs cost. 6019
It is therefore considered by the court that the Village of Unionville recover from the said Daniel Pendleton its costs herein expended taxed at $.

Court then adjourned until one ½ o'clock P.M. tommorrow

Wednesday November 12th A. D. 1890.

Court convened at half past one o'clock P. M. to day his Honor John A. Price Judge presiding.

The Pittsburgh Cincinnati Chicago & St Louis Railway Co
vs
John F. Kilbury J. P. McDowell J. P. of Jerome Tp Union County Ohio & John Riley Constable of Jerome Tp &c

The petition of the plaintiff this day this cause came on to be heard upon the petition of the plaintiff and its application for a temporary restraining order, restraining the defendants & all other persons from seizing & taking into their possession and selling or offering for sale the chattels & property mentioned in the petition or any other property belonging to the plaintiff to satisfy the judgment rendered in favor of the defendant John F. Kilbury by the deft J. P. McDowell J. P. on the 27th day of Sept 1890 and refered to in plaintiffs petition. On consideration whereof the court allows and directs a temporary restraining order issue herein as prayed by the plaintiff upon the plaintiff giving bond in the penal sum of $100. to the defendants conditioned according to law

John A. Price
Judge of Common pleas Court.

6019 Cynthia A. Taylor
vs
Samuel Taylor et al

This day came this cause on to be heard upon the demurrer of the defendants to the plaintiffs petition and was argued by counsel and submitted. On consideration whereof the court being fully advised in the premises sustains said demurrer.

To which ruling of the court the plaintiff excepts. Thereupon the plaintiff asked and had leave to file amended petition within ten days.

Wednesday November 12th A. D. 1890.

6096

Lucius H Stephenson et al
as Trustees of the Church of Christ
at Richwood Ohio
vs
William Moses et al

This day this cause came onto be heard upon the pleadings and evidence and was argued by counsel and submitted.
On consideration whereof the court being fully advised in the premises finds.
That said Lewis H. Stephenson, John Warrick, John Heasely, A A McGee and J. B. Collier are the Trustees of the said Church of Christ at Richwood Ohio. and that they are successors to Lucius H. Stephenson — Graham and William Moses and that as such Trustees they are seized of the lands in the petition described and that they hold the same in Trust for said Church Congregation
The court finds that said petitioners have caused due & legal notice of the pendancy and prayer of the petition in this case to be published in the Marysville Tribune, which is a newspaper of general circulation in this county and that said notice has been so published for more than four consecutive weeks prior to the present term of this court: and the court finds that it is the desire of the members of said Church Congregation and for their best interest that said property be sold as prayed for by said petitioners.
And the court further finds that the sum of One Thousand dollars is the fair and reasonable value of said lands.
It is therefore considered and decreed by the court that the said Lucius H Stephenson, John Warrick, John Heasely A A McGee and J. B. Collier as such Trustees be and they are hereby authorized to sell said lands on behalf of said Church Society, said sale to be for not less than One Thousand dollars and the terms of payment cash and that they report to this court their proceedings and sale forthwith.
To which findings an judgment of the court the defendants whose answer is filed except; and especially except to the order of sale at private sale.

Wednesday November 12th A. D. 1890

Mollie E. Ferris
vs
6096 Z. E. Taylor et al

This day came the plaintiff by Dwyer her attorney, and thereupon came J. 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 issueing and service of process herein 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 plaintiffs petition, the sum of $422.88.

It is therefore considered that said plaintiff do recover of said defendants the said sum of $422.88 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 rights of appeal, and all right to file a petition in error are waived.

Thursday November 13th A.D. 1890

Court convened at 8½ o'clock this morning the same officers being present as on yesterday.

5881

6100 Bank of Richwood
vs
Samuel Wright

This day came the plaintiff by its attorney; also appeared in open court, for and on behalf of said defendant S. L. Cameron 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 Four hundred and twenty eight dollars and forty five 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.

5759

It is therefore considered that said plaintiff recover of said defendant the sum of $428.55, being the amount of said note with interest computed at 8% per annum from the 8th day of September A.D. 1890 and also costs herein taxed at $

6101 A. A. Hill
vs
J. L. Taylor

This day came the plaintiff by his attorney; also appeared in open court, for and on behalf of the defendant S. S. Gardiner 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 three hundred, forty five 40/100 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 $345.40 being the amount of said note with interest computed at 8% per annum from the 3 day of Nov. A.D. 1890; and also his costs herein expended, taxed at $.

Thursday November 13th A. D. 1890

5881 C. P. Garwood vs A. O. T. Andrews

This case come on to strike out of the answer of said defendant, and the court being fully advised does strike from said answer from the word said, line 19 of 2d page and ending with word recover in line 2 of 3d page, all the ballance of said motion the court overruled.

5759 J. F. Blose vs W. L. Rogers

This day came the parties herein by their attorneys; also came the following-named persons as jurors, to-wit;

1 Joseph Powell 5 Ruben Poling 9 George Smallwood
2 Oscar Murphy 6 David Skidmore 10 B. F. Norris
3 Charles Jacobs 7 William McMannis 11 N. Farmer &
4 Arthur Flesher 8 J. E. McCune 12 Robert Maskill 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, being duly impaneled, 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 $103.27.

Dated Nov 13. 1890. Benjamine F. Norris. Foreman

Thursday November 13th A. D. 1890

Lucius H. Stephenson et al others
Trustees of the Church of Christ
of Richwood Ohio
5966 vs
William Moses et al

5221

Now come this cause came on to be heard upon the report of Lucius H. Stephenson John Warrick, John Heasley, John Collier and Albert McGee as trustees of the Church of Christ of ~~Church~~ Richwood Ohio of a sale made by them of the Real estate in the petition in this case described, and upon motion to confirm the same,
On consideration whereof the court being fully advised in the premises do approved and confirm the same, and it is ordered that the said plaintiffs as such Trustees Execute to the Village of Richwood Ohio the purchaser at said sale a deed for the lands and tenements so sold, and it is further ordered that the said Trustees after paying the mortgage indebtedness and the cost and expense of this proceeding invest the ballance of said proceeds in other lands, or in improving other real property owned by said Christian church as said Trustees may deem best.
The defendants object to the confirmation of the sale because no appraisement has been made of the lot. Which defendants demand should be made which objection and demand the court over rule.
Whereupon defendants except to said order and judgment confirming said sale and overruling said demand for appraisement.

Court then adjourned until 8½ o'clock tommorrow morning

Friday November 14th A. D. 1890

Court convened at 8½ o'clock this morning the same officers being present as on yesterday.

5221 C. Aultman & Co vs S. E. Gamble

This day came the parties by their attorneys also came the following named persons as jurors to wit—
1 L. C. Davis 5 Arthur Fletcher 9 J. E. McGuire
2 Joseph Bowell 6 Reuben Poling 10 George Smallwood
3 Oscar Murphy 7 David Skidmore 11 B. F. Norris and
4 Charles Jacobs 8 William McMannis 12 Robert Maskill, who were duly impanneled and sworn and the said jury having heard the evidence adduced in part— This cause was continued until tommorrow morning at 8½ o'clock.

Saturday November 15th A. D. 1890.

Court convened at 8½ o'clock this morning pursuant to adjournment the same officers being present as on yesterday.

812

5221 C. Aultman & Co vs J. E. Gamble

This day again came parties and the jury heretofore impanneled and by consent of parties a juror was withdrawn and the balance of the jury discharged. And thereupon all matters in this case was settled by the parties and the said defendant discharged from all liability and the notes in the petition described are to be delivered to the defendant and in consideration of said settlement, defendants is to pay the cost of this proceeding and judgment to be entered accordingly.

It is therefore considered and adjudged by the court that the plaintiff recover of the defendant its costs in this case expended taxed at $.

810 The State of Ohio vs Edward Durst } Indictment for Shooting with intent to Kill

Now come the Prosecuting attorney on behalf of the State of Ohio, and the defendant Edward Durst, 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 assigns D. W. Ayers as counsel to defend him

811 The State of Ohio vs George Eakin } Indictment for Burglary and Grand Larceny.

Now come the prosecuting attorney on behalf of the State of Ohio, and the defendant George Eakin 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 procure counsel the court at his request assign James B. Cole as counsel to defend him.

812 The State of Ohio }
vs } Indictment for Burglary and Grand Larceny.
George Eakin }

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant George Eakin 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 assigns James B. Cole as counsel to defend him.

Court then adjourned until Monday November 17th A.D. 1890 at one o'clock P.M.

Monday November 17th A.D. 1890-

Court convened at One o'clock P.M. to day according to adjournment his honor John A. Price Judge presiding-

814 The State of Ohio } vs } Kate Chambers } Indictment for Assault and Battery-

5873

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 she is "Guilty" Thereupon after being fully advised in the premises, it is ordered and adjudged by the court, That the said Kate Chambers pay a fine Five dollars, and the costs of this prosecution, and execution is awarded-

6005. George Runnion } vs } H. M. Dearduff }

6005

This day came the plaintiff by Porter & Porter 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 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 $477.55-

It is therefore considered that said plaintiff do recover of said defendant the said sum of $477.55 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-

6102 In the Matter of the application for Guardian of Martha A Weaver }

By consent of parties the appeal in this case is dismissed at the cost of E. R. Cook, and the said Martha A. Weaver has leave to withdraw from the files the appeal bond.

It is therefore considered by the court that said Martha Weaver recover from the said E. R. Cook her cost in this case expended taxed at $

Court then adjourned until 8½ o'clock tommorow morning.

Tuesday, November 18th A. D. 1890

Court convened at half past Eight o'clock this morning his Honor John A. Rice Judge presiding.

5873 Orson C. Hilbery vs John Robinson

This day came the parties by their attorneys, also came the following named persons as jurors, viz:

1 Jerome Albaugh	5 Oscar Murphy	9 David Skidmore
2 N. Farnum	6 Charles Jacobs	10 William McNannis
3 L. C. Davis	7 Arthur Flesher	11 George Smallwood &
4 Joseph Powell	8 Ruben Poling	12 Robert Maskill who

were duly impanneled and sworn, and the said jury having heard the evidence adduced in part, this cause was continued until half past Eight o'clock tommorow morning.

6005 Frank Ekelbery vs The unknown heirs of William Brogan Dec'd et al

This day this cause came on to be heard upon the petition of plaintiff and the evidence, the defendants, being in default for answer or demurrer, and the court being fully advised in the premises do find that service has been duly made upon of the defendants by publication, and the court find the equities of the case to be with the plaintiff and that he is entitled to the relief demanded by him in his petition and that at the commencement of this action the plaintiff was in possession of said real property described in his petition and that he has the legal estate in fee in the same, and is entitled to the possession of the same and that neither of said defendants nor any one of them have any estate in or are entitled to the possession of said real estate in any part thereof and that the plaintiff ought to have his title and possession in said real estate quieted and the cloud upon the same removed as against each and all of said defendants; It is therefor ordered adjudged and decreed that the title and possession of the said plaintiff in all of said premises described in the petition be and the same are hereby quieted and said cloud on the title removed as against each and all of said defendants and all persons claiming under them or any or either of them and said defendants and each and all of them and all persons claiming under them or any of them, are hereby forever enjoined from setting up any claim to said premises or any part thereof adverse to the title and possession of the said plaintiff thereto or in any manner interfering with his use occupation and enjoyment of the same. It is further ordered and adjudged that the plaintiff pay the costs herein expended taxed at $

Court then adjourned until 8½ o'clock tommorow morning.

Wednesday November 19th A. D. 1890

Court convened at 8½ o'clock this morning, his Honor John A. Price Judge presiding

Orson C. Filbery }
5873 vs }
John Robinson }

This day again came the said parties, by their attorneys and also came the jury heretofore impanneled and sworn and the trial proceeded, And the said jury having heard further evidence, the court discharged until to-morrow morning at half past Eight o'clock, To which time court adjourned.

Court then adjourned sine die

Thursday November 20th A. D. 1890

Court convened at 8-30 o'clock this morning his Honor John A. Price. Judge, presiding.

Orson C. Filbery }
5873 vs }
John Robinson }

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 jury having heard the remaining testimony and the arguments of counsel, the hour of adjournment having arrived the court discharged the jury until 8-30 o'clock tommorrow morning, To which time Court then adjourned.

Friday 21st November A. D. 1890

Court convened at 8-30 O'clock this Morning the same officers being present as on yesterday-

Orson Kellberg }
5873 vs }
John Robinson }

This day again came the parties by their attorneys, also came the jury heretofore impanneled & sworn in this case and the said jury having heard the charge of the court,- retired to their room for deliberation, under the charge of the Sheriff. And now comes the said jury into open court with their verdict in writing signed by their foreman and say, "We, the jury, being duly impanneled 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 Robinson at the sum of $155.00
Dated Nov 21st 1890. C. H. Jacobs, Foreman.

Hoylas M. Lee }
6056 vs }
Francis D. Lee, et-al }

On motion J. L. Cameron Esq- is appointed Guardian ad-litem of Josie Reed and Ross Reed Minor defendants who appeared and accepted said appointment- and filed his answer herein-

Hoylas M. Lee }
6056 vs }
Francis D. Lee et-al }

This day came on this cause to be heard whereupon the court find that the plaintiff is entitled to partition as alleged, and it appearing to the court that Ora O. Amsine, Francis D. Lee Eliza J. Lee, Emma R. Geer are the owners of one third of the land in petition described and that Della Reed, Lotta Reed, Orpha Reed, Charles Reed, Ross Reed and Josie Reed to the one third of said premises and Delia Reed wife of Alford Reed is the owner of one third of said premises, and that it the desire of said parties and to the benefit and advantage of said parties that the one third belonging to said plaintiff Ora O. Amsine, Eliza J. Lee Emma R. Geer and Francis D. Lee be set off to them in one lot, and to said Della Reed Lotta Reed Orpha Reed, Charles Reed, Ross Reed and Josie Reed their third part of said land in one lot, and to said Delia Reed Wife of Alford H. Reed her third, It is therefore ordered by the court that an order of Partition issue in this case to the Sheriff of this county commanding him by the oaths of B. H. Griswold, John Harris and W. P. Brightler three disinterested freeholders of said county to set off said lands in said petition described given to said Hoylas M. Lee, Francis D. Lee, Ora O. Amsine Eliza J. Lee, Emma R. Geer one third of said land, To Della Reed one third- To Della Reed, Lotta Reed, Orpha Reed, Charles Reed Rosa Reed and Josie Reed together one third of said premises in value, and report his proceedings to the court at the present term-

(over)

Friday November 21st A. D. 1890.

said lands is particularly described as follows. To-wit; Lot No 10. of Ninety Eight-acres and 69/poles in Survey No 2979 as set-off to Elizabeth Gabriel in a cause in said Court- recorded in Vol 13 Page 169. of said Court. Beginning at a Lynn and Buckeye (gone) upper corner on Darby creek to Survey No 2979. Thence with the northerly line of said Survey N 54 3/4 E 215- poles to a Stone and Crock Thence S. 35 1/2 E 73 poles to a stone + ~~Crock~~ Thence S. 54 3/4 W 214. poles to a Honey Locust- on the Bank of said Creek. Thence up the creek with the Meanders thereof to the beginning containing 98 69/100 acres more or less- 5808

6059 Eliza J. Wilson et al
vs
Melissa E. Laughery 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 correct- and in conformity to law and the former order of the court; the said proceedings and report- are hereby approved and confirmed.

It is therefore ordered and decreed that- the said parties hold in severally the part- 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- And it- is further ordered by the court that the costs of this action, including a counsel fee of $41.82 to W. W. Merchant- attorney for plaintiff for service herein be paid by the said parties in the following proportions, to-wit; To Eliza J Wilson one fifth part- thereof and to each of said defendants, Melissa E Laughery, Elihu H. Laughery Andeline M. Laughery and Daisy A. Laughery the equal one fifth part- of said costs and attorney fees, And it- is further ordered that- the defendant- Samuel McAdow Guardian of the minor defendants pay the amounts so charged to said minor wards from funds in his hands belonging to them, and execution is awarded if not- paid in ten days- 5986

5937

Court then adjourned until Monday November 24th 1890 at- One o'clock P. M.

Monday November 24th A. D. 1890

Court convened at one o'clock P. M. his Honor John A. Price Judge presiding.

5808 A. Walter
vs
L. S. & R. W. McCamey & co et al

This day came the parties by their attorneys; Also came the following named persons as jurors To-wit:

1 J. E. McCune
2 B. F. Norris
3 N. Farmer
4 L. C. Davis
5 Joseph Powell
6 Oscar Murphy
7 Charles Jacob
8 Arthur Flesher
9 Ruben Poling
10 David Skidmore
11 William McMannis
12 George Smallwood, who

were duly impanneled and sworn according to law, and the said jury having heard the evidence, arguments of counsel and the 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 impanneled and sworn, find the issue in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant W. A. McCamey at the sum of $148.58.

J. E. McCune Foreman.

5986 Jonathan Hammond
vs
Chicago St Louis & Pittsburgh R. R. Co

The defendants made affidavit for continuance in this case on account of the absence of witnesses. Whereupon the court sustained the motion for continuance and order the continuance of the case at costs of the term against defendant Whereupon it is considered and adjudged by the court that plaintiff recover of the defendant the costs of the present term of court.

5937 Artie Sidebottom
vs
C. C. C & St Louis R. R. Co

The defendant made application for continuance on account of the absence of a material witness whereupon the court sustained the motion and order the case continued at defendants cost. Judgment against defendant for the costs of this term.

Moonday November 24th A. D. 1890.

5940 Rebecca Geer vs C. C. C & St. L. R. R. Co

The defendant made a showing for continuance on account of the absence of material witnesses which the court finds sufficient and order this cause continued at defendants costs Whereupon it is considered that this cause stands continued and plaintiff recover of the defendant the costs of the present term of court.

5924 Fleetwood Courtright vs F. M. Taylor

This day came the defendant and made affidavit for continuance on account of his witness sickness. Whereupon the court sustain the motion and continue the case at the costs of the defendant for this term.

Therefore it is considered and adjudged that the plaintiff recover of defendant the costs of this term of court. And on application of plaintiff leave is granted plaintiff to file amended petition in 20 days.

No 5970 Dora Brown vs Thomas Brown

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 for the plaintiff.

First – That said parties were married as alleged in the petition,

Second – That due notice of the pendency of said petition had been given in the a paper of general circulation in said County for six weeks next preceding the hearing hereof –

Third – That defendant had been guilty of gross neglect of duty as charged in said Petition,

It is therefore considered, ordered and adjudged by the Court, that a complete divorce be granted the plaintiff, and that the marriage relation heretofore existing between the parties hereto, be dissolved; and that the plaintiff have the custody of the ~~children~~ Bessie, and recover her costs herein taxed $ –

5945

Tuesday. November 25th 1890

Court convened at 8.30 o'clock this morning his Honor John A. Rice Judge presiding.

5945 George B. Hamilton
vs
Delmore Ward et al

On motion of the defendant J. Dickinson & Co 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 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 Jacob Lane 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 Mortgages herein sued on to be entered on the record thereof in the Recorders office in this county.

And the court further find that the mortgage of G. B. Hamilton is a valid lien on said premises.

And the court now coming to distribute the proceeds of said sale amounting to $709.12 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 $35.91

Second – The costs of this action taxed at $61.62

Third – To the defendants the Infirmary directors on the bond set up in their answer the sum of $11.50

Fourth –
To the defendant J. Dickinson & Co the amount heretofore found due them on their mortgage with interest at 8 % to-wit: $375.46

Fifth –
To the defendants the Board of Infirmary directors the ballance found due them on their answer and cross petition to-wit the sum of $101.39

Sixth
To the Plaintiff Geo B. Hamilton now found due him on his Mortgage set up in this case, the sum of $111.40

Seventh.
To the defendant Delmore Ward or his legal representatives the balance remaining in his hands to-wit the sum of $18.98

Court then adjourned until 8.30 o'clock tommorow morning.

Wednesday November 26th A. D. 1890

Court convened at 8-30 o'clock this morning his Honor John A. Price Judge presiding

6088

John C. Sullivan }
6109 vs }
Edward Bailey }

This day came the plaintiff by his attorney; also appeared in open court, for and on behalf of said defendant 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 defendant; Entered the appearance of said defendant and waived the issueing and service of process in this action and confessed a judgment on said note against said defendant and in favor of said plaintiff for Two Hundred and Eighty Nine dollars being the amount of the principal and interest due on said note, and for 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 Two Hundred and Eighty Nine dollars being the amount of said note with interest computed at 6 per cent per annum, from the 25th day of November A D 1890 and also costs herein expended taxed at $ 6078

The State of Ohio }
806 vs } Indictment for Murder in the first degree
Ellis Miller }

Miss Lena Holliday having been appointed Stenographer in the foregoing case, and having made a complete transcript of the evidence in said case, by order of the court. The fees of her said service amount to $25 00; it is ordered by the court that said Lena Holliday be paid out of the county Treasury for said services the sum of $25 00 And the Auditor of Union county is ordered to draw his warrant on the Treasurer of said county in favor of said Lena Holliday for said sum of $25 00

John A. Price Judge.

O. P. Barwood }
5881 vs }
A. O. T. Andrews }

This day came the parties and their attorneys and neither party requiring a jury a jury was waived and by consent of the parties and their attorneys this cause was submitted to the court upon the pleadings and evidence and was argued by counsel.

On consideration whereof the court being fully advised in the premises finds for the defendant

It is therefore considered and adjudged by the court that the defendant recover of the plaintiff his cost herein expended taxed to $

The plaintiff made his motion for a new trial which was overruled by the court. To all of which ruling plaintiff excepts.

Wednesday November 26th A. D. 1890.

6088 Madeline E. Downs }
vs }
Elmer B. Downs }

This day this cause came on to be heard on the motion and and application of the plaintiff for alimony pendente lite herein, was submitted to the court on consideration whereof the court orders the following to-wit;
That in 20 days from the 21st day of November 1890 the defendant pay to the Clerk of this court or the attorney of the plaintiff $30.00 and in 60 days from said 21st day of November 1890 $30.00 and in default thereof as to either of said sums that Execution issue therefor
It is therefore considered ordered and adjudged that plaintiff recover from the defendant the said sums of $30 and $30. at the times aforesaid and in default thereof on either of said sums that Execution issue-

6078. Joseph Boyd }
vs }
Leonora Boyd }

Now came the plaintiff and the defendant Leonora Boyd having been duly served with summons and a copy of the petition herein and having failed to appear the court finds her in default for answer or demurrer to said petition, and finds 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 gross neglect of duty and misconduct as charged in the 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 Joseph Boyd and Leonora Boyd 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 Joseph Boyd exclusively, and the said Leonora Boyd is hereby from interfering in any manner with said child, But it is hereby ordered that the defendant have the privelege of visiting said child and it is further considered by the court that the plaintiff pay the costs of this proceeding

Wednesday November 26th A. D. 1890

5814 Eliza Stoddard }
vs }
Orlo Stoddard }

This day came the parties and their attorneys and this cause came on to be heard upon the motion of the defendant for further order in regard to the maintenance of the said children Lizzie and Alta Stoddard and thereupon in open court the parties mutually agree that said defendant from and after December 1st 1890 should pay to the plaintiff toward the maintainance of said children the sum of one dollar per week for each child until it shall arrive at the age of sixteen years after which he shall pay nothing, & the ballance of the expense of maintenance of said children shall be paid by the plaintiff the payment by the defendant to be made semi annually from December 1st 1890. Nothing herein to interfere with the former order of the court. Should the plaintiff fail to provide for each of said children until it shall be 16 years of age then she ~~have~~ is to have pay only for the time she does provide for its maintenance.

5862

5956 Eliza Stoddard }
vs }
Orlo Stoddard }

This day came the parties and their attorneys and open court and agreed upon a settlement of this case as follows;
The defendant agrees to pay and the plaintiff agrees to accept in full payment for the maintenance of the said children Lizzie and Alta to the to the 1st day of December 1890 the sum of one hundred and twelve dollars being one dollar per week from the date of the decree of divorce (July 31st 1889) to the last day of November 1890. And by further mutual agreement each party is to pay one half of the costs made, no witness fees being included and judgment accordingly
It is therefore considered and adjudged by the court that the plaintiff recover of the defendant the said sum of one hundred and twelve dollars and half of the cost of this proceeding, and that the said plaintiff pay the other half of said cost and by agreement execution is suspended for ten days. & no Record,

5657

5946 Ben Rogers }
vs }
G. J. Baldwin }

This day this cause came on for hearing on motion of the defendant to strike the transcript of the justice of the peace from the petition and files and to strike out that part of the plaintiffs petition which made said transcript a part thereof and the same was argued by counsel and submitted to the court, on consideration whereof the court do sustain said motion and said transcript is stricken from the petition on files of the case and the said part of said petition is stricken from said petition.
Court then adjourned until 8.30 o'clock tommorrow morning.

5862

Thursday November 27th A.D. 1890

Court convened at 8:30 o'clock this Morning his honor John A. Price Judge presiding.

5862 Thomas D. Fuller vs A. M. Robinson } This day this cause came on for trial upon the issues joined between the parties and thereupon came a jury, to-wit;

1 Robert Maskee
2 Jerome Albaugh
3 J. E. McCune
4 B. F. Norris
5 N. Farmer
6 L. C. Davis
7 Joseph Powell
8 Oscar Murphy
9 Charles Jacob
10 Arthur Flesher
11 Ruben Poling and
12 David Skidmore

who being duly Empanneled and Sworn according to law, and after hearing the evidence argument and charge of the Court retired to their Room for deliberation and now comes the jury into open court with their verdict in writing signed by their foreman and say, "We the jury find on the issues joined for the plaintiff and we assess and find the amount due to the plaintiff from the defendant to be one hundred and Eighty six 40/100 dollars ($186.40) And thereupon the defendant moved the court to set aside said verdict and grant to defendant a new trial for reasons set forth in defendants Motion on file, and which Motion was argued by counsel, and the court being advised in the premises overrule said Motion, to which ruling and decision of the court the defendant then and there excepted, and thereupon it is considered and adjudged by the court that the said Thomas D Fuller recover of said A. M. Robinson said sum of one hundred and Eighty six 40/100 dollars ($186.40) the amount so assessed by said jury to draw interest at 8% from the commencement of this term of court and his costs herein expended taxed at $.

To which judgment and decision the defendant excepted.

5657 Emily M. Adams Admx vs Anna Gill et al } This day came on this cause to be heard on the motion to set aside the sale and the appraisement made in this case. Whereupon it appearing that one of the appraisers was not a free holder, the court order that said appraisement and sale be and the same is hereby set aside and this cause is continued under former order of sale.

5862 Thomas D. Fuller vs A M Robinson. } This day the Judge signed, sealed & allowed a Bill of Exceptions for defendant which the Court ordered to be filed and made part of the record in this Case

Court then adjourned until 8:30 o'clock tommorrow Morning

Friday, November 28th A. D. 1890

Court convened at 8-30 O'clock this Morning his Honor John A. Price Judge presiding

Mary M. Brobeck }
5949 vs }
Clement Evans admr }

6111

This day came the parties and by consent submitted this cause to the court upon the application of said Mary M. Brobeck as widow of Henry Brobeck for increase of allowance and the testimony. The court being fully advised in the premises finds that the sum of four hundred dollars is necessary for the support of said widow.

It is therefore considered and adjudged by the court that the allowance made by the appraisers be set aside and the amount of allowance for the support of said widow is fixed at the sum of Four hundred dollars, And it is ordered that the said administrator pay said sum to said Mary M. Brobeck, or her attorney out of the moneys of the Estate coming into his hands without unnecessary delay. And it is ordered that this cause be remanded to the Probate Court of Union County to carry this finding and judgment into Execution.

5995

Laura E. Murphy }
6066 vs }
Israel Murphy }

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 having heard all the evidence adduced by the plaintiff and being fully advised in the premises doth find due notice of the pendancy of this petition was published six consecutive weeks in the Marysville Tribune a paper of general circulation in this county. That the said defendant is guilty of gross neglect of duty and guilty of wilfull ascence for more than three years, and that all and singular the facts alleged in the petition are true.

Whereupon by reasons of said aggressions on the part of said Israel Murphy the said Laura E. Murphy is hereby granted an absolute divorce from her said husband and the said marriage between them annulled, and she is restored to her former name of Laura E. Randall.

Friday November 28th A.D. 1890.

6111 George Long
vs
John S. Smart et al

On motion of the said plaintiff by his attorney and it appearing from the affidavit on file herein that the defendants, excepting the defendants John S. Smart are the heirs and devisees of deceased persons and that their names and respective residences are to plaintiff unknown and that service by process cannot be made upon them in the State of Ohio, it is ordered that service be made upon these defendants the unknown heirs of the following respective persons to-wit; Samuel Selden All A. Selden, Miles Selden, Barnard Peyton, Samuel Duvall, John McClung Morgan Savage, Chauncy Cook, Chandler Rogers and Parman Coe by publication of notice for six consecutive weeks in a newspaper of general circulation in Union County and published therein in manner prescribed by Statute in such case made and provided.

5995 John Wagner & Son
vs
Charles Perry, Sarah J. Perry & Daniel Perry

This cause came on for hearing on the petition, the answer of Sarah J. Perry, the answer of Daniel Perry and the replies of plaintiff to said answers and the evidence, the defendant Charles Perry being in default for answer and demurrer and was submitted to the court without the intervention of a jury and jury being waived, on consideration whereof the court find on the issues joined between the plaintiffs and defendants Charles Perry and Sarah J. Perry on the promissory note described in the petition for the said plaintiffs and find the allegations of the petition confessed as against the defendant Charles Perry. and that the said defendants Charles Perry and Sarah J. Perry are indebted to plaintiff in the sum of $249.00 with interest at the rate of 6% per annum from May 3d 1888. amounting to $286.35 November 3d 1890 the first day of this term.

It is therefore considered that the said plaintiffs recover from the said defendants Charles Perry and Sarah J. Perry said sum of $286.35 with interest at 6% from November 3d 1890 together with their costs herein expended. to-wit;

And the court further find upon the pleadings and evidence submitted above stated, that due notice of the pendancy and prayer of this suit was duly published by the plaintiffs for the notification of the creditors of said Charles and Sarah J. Perry. and that the conveyance of the property described in the petition by Charles Perry and Sarah Perry to Daniel Perry was not made or accepted with intent to hinder, delay and defraud creditors of said Charles Perry and Sarah J. Perry nor to prefer creditors as the said plaintiffs have in their alleged.

It is therefore considered by the court that the petition be dismissed as to setting aside said conveyance and that the said defendants

Friday November 28th A. D 1890

Charles Berry, Sarah J. Berry and Daniel Berry recover from the plaintiffs John Wagner & Sons their costs expended in this behalf to-wit:- To which finding order and judgement, as to setting aside said conveyance the plaintiffs by their counsel except, and give notice of appeal and bond fixed at $100.00 - 5760

5995 - John Wagner & Son vs Charles Berry et al

This day the motion heretofore filed herein by the plaintiff for a new trial come on to be heard by the court - and the court - having heard the argument of counsel, and being fully advised in the premises do overrule said motion to which plaintiffs except.

And thereupon with the consent given in open court of the plaintiffs and parties forty days from the close of the present term is granted them to prepare and have allowed and signed their bill of exceptions herein as of the present term and for the purpose the minutes of this term are to be kept open. 5808

815 - The State of Ohio vs Frank Somer } Indictment for cutting with intent to wound.

Now comes the Prosecuting attorney on behalf of the State of Ohio, the defendant being present and his attorney. The defendant 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. Thereupon came the following learned persons as jurors. to-wit -

1 George Smallwood	5 J. E. McGuire	9 Joseph Powell
2 William McMannis	6 B. F. Norris	10 Oscar Murphy
3 Robert Maskee	7 N. Farmer	11 Charles Jacob and
4 Jerome Albaugh	8 L. C. Davis	12 Arthur Flesher who

were duly impanneled and sworn as the law directs, and the said jury having heard the evidence, argument of counsel and charge of the court retired to their room 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 Frank Somer not guilty of the intent to wound in the manner and form as he stands charged in the indictment, but we find him guilty of assault and Battery as he stands charged in the indictment.

Arthur Flesher Foreman 5808

Court then adjourned until Monday December 1st A D 1890 at One Oclock P. M.

Monday December 1st A. D. 1890.

Court convened at one o'clock P. M. to day, his honor John A. Price Judge, presiding.

5760 — G. Garwood vs L. J. Taylor and Ellen Taylor

This cause having been heretofore by the parties submitted to the court on the pleadings and the evidence and the court having heretofore found that the defendants L. J. Taylor and Ellen Taylor are indebted to the plaintiff in the sum of One Hundred and Fifty Nine dollars, and no motion for a new trial having been made, It is therefore considered that the said plaintiff recover from the said defendants the said sum of $159.00 and his costs herein expended and that this judgment draw 8% interest.

5808 — A. Walter vs L. & R. W. McCamey & Co & W. A. McCamey

The jury in this action having on a former day of this term to-wit; on the 24th day of November 1890, rendered ~~against~~ for the plaintiff assessing the amount due him from the defendant W. A. McCamey at the sum of One hundred forty eight dollars and fifty eight cents, and no motion for a new trial having been made and it being made to appear to the court that said W. A. McCamey is surety for L. & R. W. McCamey It is therefore considered by the court that the said plaintiff recover from the said defendant W. A. McCamey the said sum of $148.58 together with his cost herein expended.

5808 — A. Walter vs L. & R. W. McCamey & W. A. McCamey

This day this cause came on for hearing on motion of plaintiff for judgment against the defendant R. W. McCamey and said R. W. McCamey being in default for answer and demurrer to the petition, The court find that said R. W. McCamey has been duly served with summons in this cause and is in default for answer and demurrer and that said R. W. McCamey is one of the principal on the note sued on in this case and is indebted to the plaintiff in the sum of $148.58.
It is therefore considered by the court that the plaintiff recover of the defendant R. W. McCamey the said sum of $148.58 and his costs herein expended.

Monday December 1st A. D. 1890

Clement Evans Admr }
5983 vs }
Israel Brobeck et al }

This day came the parties by their attorneys and this cause came on to be heard on the petition of the plaintiff the answer of the Conn~~ecticut~~ Mutual Life insurance Company" Exhibits and testimony the defendants who are residents of Union County Ohio, To-wit; Susan Arnold and George Arnold her husband, Elizabeth Fredrick, Abraham Brobeck and Mary M. Brobeck widow of the descedent Henry Brobeck and the following named defendants, To-wit; Israel Brobeck, Mary Arnold and John Arnold her husband, John Brobeck, Rebecca Mitchel and John Mitchel her husband, Sarah A. Bishop and Hamilton Bishop her husband, Joseph Brobeck Amanda Wagner and James Wagner her husband, and Etherlinda Nonemaker and Samuel Nonemaker her husband Nonresidents of said county of Union having in writing duly acknowledged Service of Summons in this case and entered their appearance herein and all the defendants named in the petition of the plaintiff having failed to answer or demmurer thereto Except-the said The Connecticut-Mutual Life Insurance Company as hereinstofore Stated, and thereupon a jury being waived, by oral consent-in open court- Charles E. Barrett and Cole & Bates attorneys appearing for defendant, the Connecticut Mutual Life Insurance Company and J. L. Cameron appearing as attorneys for the defendants Mary M. Brobeck Widow as afore-said with the consent-of the court-and the court-being fully advised in the premises doth find that-all the allegations of the plaintiffs petition are true and that-the said defendant- Mary M. Brobeck did agree and promise in manner and form as said plaintiff hath alleged by Entering into a post- nuptial agreement as that-in consideration that-said Henry Brobeck then being in full life and Being deceased would convey to her, or cause to be conveyed to her; said Mary M Brobeck the said real estate described in plaintiffs petition as having been conveyed to her by and through the intervention of David McCune as Trustee, in trust-for her and by him conveyed to her, that-she the said Mary M. Brobeck would do and perform the matters and things set-forth in said petition to be by her performed by the terms of said post-nuptial agreement and would on receipt-of said deed for said real estate from said David McCune Trustee as aforesaid Execute and deliver to said Henry Brobeck a deed of release of all her right-title and Expectancy of dower in all the ballance of the real Estate of which said Henry Brobeck was then or might-thereafter die Seized, And the Court doth find that-said Henry Brobeck did do and perform all his part-of said post-nuptial agreement-by causing said conveyance of said real estate to be made to said Mary M. Brobeck by and through said Trustee at the time as alleged in said petition, and further find that-said

Mary M Brobeck took possession of said real estate, has ever since and still is in the peaceable possession and enjoyment of the same. and that she refused and neglected to release her right and expectancy of dower in the real Estate of which said Henry Brobeck was then seized. in pursuance of said agreement and that said Henry Brobeck has since died seized, It is therefore considered, adjudged and decreed by the court that the said Mary M. Brobeck as the widow of the said Henry Brobeck deceased be and she is hereby barred of any right and title to dower in the real Estate of which the said Henry Brobeck died seized which is described in plaintiffs petition and hereinafter described in the order to said plaintiff to sell the same to pay the debts of said Henry Brobeck deceased, and the heirs and devisees of said decedant are also barred from setting up any claim in and to the real Estate so conveyed to the said Mary Brobeck in lieu of her dower as aforesaid and that her title to the same is hereby quieted. Subject to the payment ~~due~~ of the amount due on the mortgage that was on the same at the time the same was conveyed to her, which by the terms of said post-nuptial agreement she is to pay off and discharge thereby saving the estate of the said Henry Brobeck harmless by reason of said mortgage. And thereupon this cause came on to be further heard on the petition of the said Clemment Evans plaintiff as the administrator with the will annexed of the estate of the said Henry Brobeck deceased for the sale of the real Estate of said decedant for the payment of the debts and charges against said estate, and the court being fully advised in the premises finds that the allegations contained in said petition in that behalf are true, and that it is necessary to sell said real estate of which the said Henry Brobeck died seized and described in said petition as follows, to wit; situate in the County of Union in the State of Ohio and in Jerome Township in Survey No 2925 and bounded and described as follows; Beginning in the East line of Survey No 2925 and North East corner to Lot No One of the division of the William McCrory farm (this said Survey No 2925 bears S 7½° E 65 8/100 poles) Thence with the East line of said Survey N 7½° W 37 40/100 poles to a Stake S. E. corner to Lot No 3 of said division. Thence with the South line of Lot No 3. S 82½° W. 130 6/100 poles to a Stake corner to Lot No 3 in the Brottinger Road; Thence with the centre of said Road S. 14° E. 37 6/100 poles to a Stake North West corner to Lot No 1; Thence with the North line of said lot No 1 N 82½° E 127 poles to the beginning containing 30 acres and 20 poles more or less part of Survey No 2925. Also Lot No 3. Beginning at a Stone South East corner to J. S. Warners land in the East line of said Survey No 2925; Thence with the South line of said land, S 82½° W. 80 poles to a Stone, South west corner of said land and in the East line of lot No 4 of the division of William McCrorys farm; Thence with said line S. 9° E 3 9 12/100 poles to a Stake corner to said Lot No 4; Thence with the South line of said Lot. S. 82½° W. 56 28/100 poles to a Stake corner of said Lot No 4 in the center of the Brottinger Road; Thence with the center of said Road S. 14° E 37 20/100 poles to a Stake North west corner to lot No 2 of said division; Thence with the North line of said lot; N 82½° E. 130 66/100 poles to a Stake corner to said Lot No 2 in the East line of said Survey No 2925. Thence with said line N 7½° W 96 52/100 poles to the place of beginning containing 60 acres and 30 poles more or less.

Monday December 1st A.D. 1890.

It is therefore ordered by the court that George Leasure, Berry Stewart and Herrick B. Seeley three judicious disinterested men men of the vicinity, free holders being duly sworn, do upon actual view of the premises above described and set forth and described in said petition make a just valuation of the same in money free discharged and incumbered of any dower estate of Mary M. Brobeck widow of the said Henry Brobeck deceased one of the defendants in this proceeding and that the said plaintiff Clemment Evans as the administrator with the will annexed of the said Henry Brobeck deceased, thereupon proceed according to law to advertise and sell said real estate ~~upon the premises~~ at the door of the Court House at not less than two thirds of such appraised value upon defered payments not exceeding two years with interest at 6% from the day of sale the defered payments to be secured by mortgage on the premises sold and it being made to appear by the answer and cross petition of the The Connecticut Mutual Life Insurance Company that said Connecticut Mutual Life Insurance company holds the first and best lien by mortgage on said premises as the said company hath alleged and set forth in said answer and cross petition. It is therefore further ordered that said admr report his proceedings in the premises to this court without unnecessary delay in the sale of said premises to await the further order of the court thereon in the distribution of the proceeds thereof according to the several rights, equities and liens of the parties in this action, and as to all other matters and things connected herewith and not fully determined this cause stands continued, It is further ordered ordered that said administrator report his proceedings in the sale of said real estate as soon as such sale is made.

6112 Richwood Deposite Bank
vs
George Biddle & Wm Livingstone

This day came the plaintiffs by their attorney also appeared in open court, for and on behalf of said defendant George Biddle of L. Cameron 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 George Biddle entered the appearance of said defendant George Biddle, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant George Biddle and in favor of said plaintiff, for, Three hundred and fifty four dollars and Eighty three cents, being the amount of the principal & 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 George Biddle the sum of $354.83 being the amount of said note with interest computed at 8%. per annum, from the 8th day of October A.D. 1890; and also their costs herein expended taxed at $ -

Court then adjourned until 8-30 O'clock tommorrow Morning

Tuesday December 2d A.D. 1890

Court convened at 8:30 o'clock this morning his Honor John A. Price Judge presiding.

5965 Flora E. Reed vs Ross B. Reed } This cause is dismissed without prejudice at costs of defendant. It is therefore considered that the defendant pay the costs herein expended taxed at $

810 The State of Ohio vs Edward Durst } This day on motion of the Prosecuting attorney, John L. Porter is appointed to assist, said Prosecuting attorney in the conduct and trial of said defendant in the above entitled case. And said John L. Porter in open court accepted said appointment.

6040 Abigal Thompson vs The unknown heirs of Wm Thomas dec'd } Now comes the plaintiff by her attorneys and offer proof of publication of the pendancy and prayer of the petition herein; and the court finding said publication and proof in all respects regular and according to law and the former order of the court do hereby approve the same.

810 The State of Ohio vs Edward Durst } Shooting with intent to kill.

This day came the Prosecuting Attorney and the defendant being present in open court and by counsel, this cause came on for trial upon the plea of "Not Guilty" heretofore entered by the defendant; and thereupon came a jury, to wit; Ruben Poling, David Seidmore, George Smallwood, William McMannis, Robert Masker, Jerome Albaugh, J. E. McCune, B. F. Norris, N. Farmer, L. C. Davis, Joseph Powell and Oscar Murphy who were duly impanneled & sworn to well and truly try, and true deliverance make, between the State of Ohio and the prisoner at the bar Edward Durst and thereupon the State introduced its evidence to the jury and rested its case, and thereupon the defendant Edward Durst by his counsel asked and obtained leave to withdraw his plea of "Not Guilty" to said indictment and to plead guilty to the second count of said indictment and thereupon the defendant plead that he is guilty in manner and form as he stands charged in the second count in said indictment, and the prosecuting attorney accepting said plea of guilty by leave of the court entered a Nolle Prosequi on the first count of said indictment, and thereupon by the consent of the defendant in open court and on his motion a juror is withdrawn from said panel and the jury discharged from further consideration of said case. And thereupon the defendant being inquired of whether he had anything to say why sentence should not be pronounced against him and having nothing to say further why sentence should not be pronounced against him, the court order adjudged and sentence the defendant Edward Durst to be imprisoned and confined in the Penitentiary 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.

Tuesday December 2d A. D. 1890

6040 Abigal Thompson
vs
The unknown heirs of
Wray Thomas dec'd

And now comes the plaintiff by her attorneys, and the defendants being in default for answer and demurrer, the court find that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition and that she had the legal estate in, and was entitled to the possession of the same and that she and those under whom she holds have held the adverse and undisturbed possession of said land for more than 21 years prior to the commencement of this suit that neither of the defendants, nor anyone of them have any estate in, or are entitled to the possession of said estate or any part thereof and that the plaintiff ought to have her title and possession quieted as against each and every one of said defendant as prayed for in her petition.

It is therefore ordered, adjudged and decreed that the title and possession of the said Abigal Thompson to all and singular the premises in the petition described, to-wit; situate in Washington Township, Union County Ohio, and part of Survey No 9918. Beginning at a stone in the west line of Survey 9918 and north west corner to a lot of land containing 9½ acres conveyed by A. L. Davis to Sarah Chapman; thence with said line N 9½° W 104 20/100 poles to a stone, thence S 79½° E 75 48/100 poles to a stone in the west line of Lot No 2 of subdivision of said Survey No 9918; thence with said line S 10½° E 104 32/100 poles to a stone N. E corner to the 9½ acres mentioned; thence with the north line of said lot S 79½° W. 78 poles to the place of beginning containing fifty acres of land more or less being part of lot No 1 of the subdivision of Survey 9918, be and the same hereby are quieted as against the defendants the unknown heirs of Wray Thomas dec'd L. A. Basanoe and each and every one of them and all persons claiming under them or any 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 Abigal Thompson her heirs or assigns thereto.

It is further ordered and adjudged that the said Abigal Thompson pay the cost of this proceeding

810 The State of Ohio
vs
Edward Durst
} Indictment for Shooting at with intent to kill

Hon D. W. Ayers having on a former day been assigned as counsel to defend the defendant herein, it is ordered by the court that he be paid for said services the sum of $25.00

Wednesday December 3d A. D. 1890

Court convened at 8½ o'clock this morning his honor John A Price judge presiding.

No 811 — The State of Ohio vs George Eakin } Indictment for Burglary and Grand Larceny.

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 he was 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 adjudged by the court that the said defendant George Eakins be imprisoned and confined in the Penitentiary of this 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.

810 — The State of Ohio vs Edward Durst } Indictment for Shooting with intent to Kill.

The court allow to John L. Porter for his services in assisting the Prosecuting attorney in the trial of this case the sum of Seventy five dollars and order the same paid.

5439 — Bank of North Lewisburgh vs Samuel McAllister }

This day came the parties and settled this cause and each party to pay his own costs and no Record to be made.

The State of Ohio vs Frank Somer } Indictment for cutting with intent to Wound.

The defendant herein having been heretofore convicted of assault and battery, 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 but what he hath already said; It is therefore adjudged by the court that the said defendant Frank Somer pay a fine of Ten dollars and the costs of this prosecution, and Execution is awarded.

Wednesday December 3rd A. D. 1890.

811 The State of Ohio } Indictment for Burglary & Grand Larceny.
vs
George Eakin

6113

Now James. B. Cole having been on a former day assigned as counsel to defend the defendant herein, it is ordered by the Court that he be paid for said services the sum of Twenty five dollars.

812 The State of Ohio } Indictment for Burglary & Grand Larceny
vs
George Eakin

Now James B. Cole having been, on a former day, assigned as counsel to defend the defendant herein, it is ordered by the court that he be paid the sum of Twenty five dollars.

812 The State of Ohio } Indictment for Burglary & Grand Larceny
vs
George Eakin

5646

Nollie Prosequi is entered herein by order of Constant consent of the Prosecuting Attorney.

816 The State of Ohio } Indictment for Carrying Concealed Weapons
vs
Harry Owen

And now this cause coming on for hearing on the Motion of the defendant to Quash the said indictment the Court being fully advised in the premises grant the same

5953 J. G. Wallace et al } 6057
vs
M. W. Hill et al

This day came on this cause to be heard on the Motion for the order of Sale and it appearing that due notice hath been given of this Motion to all parties and the court finding that said property is in danger of perishing and it is necessary for the protection of the same that said property be sold, Therefore it is ordered by the court that said Receiver be and he is hereby authorized to sell said property at private sale in bulk at not less than two thirds of its appraisement and in case he fail to find purchaser at that rate that he proceed to sell the same by retail at private or Public sale as he may deem best for the interest for all parties ~~to supply lost papers~~ interested and this cause is continued and leave given to the parties to supply lost papers.

Wednesday December 3d A.D. 1890

6113 Margaret B. Woolard
vs
William C. Woolard et al

On application of the plaintiff herein and until the further order of the court a restraining order is allowed in this case as prayed for in the petition without Bond restraining the defendant William C Woolard from disposing of the proceeds of his Sale Made october 14th 1890 remaining in his hands or under his control or the means and property he has in his butchering business at No 240 South High Street Columbus Ohio or the horse left by him with his Mother Anna Woolard defendant about October 16th 1890 being any property described in the petition remaining in his possession or under his control or invested in business by him.

5646 John E. Harriman ex &c
vs
Andrew Schmelzer

This cause coming on for hearing upon the pleadings and evidence was submitted to the court without the intervention of a jury on consideration whereof the court find on the issue joined ~~find~~ for the defendant Andrew Schmelzer.
It is therefore considered by the court that the defendant Andrew Schmelzer go hence without day and recover of the plaintiff John E. Harriman administrator of Andrew Schmelzer deceased his costs herein expended. To all of which the plaintiff excepts. And thereupon gave notice of and filed Motion to set aside said finding and judgment and for a new trial and on consideration whereof the court overruled said motion, to all of which the plaintiff excepts.

6057 A. J. Richardson
vs
Wm F Hyde admr et al

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 plaintiffs for a balance of Fifteen & 25/100 dollars. It is therefore considered by the court that the said plaintiff A. J. Richardson recover from the defendant William F Hyde Admr Amos Davis and O. B. Davis defendants the said sum of Fifteen & 25/100 dollars and his costs herein expended taxed at $

Wednesday December 3rd A. D. 1890

5941 Emma Kline
vs
Emily J. Cunningham et al

This cause came on for hearing on the petition and the evidence, the said defendants Emily J. Cunningham J. M. Cunningham and G. B. Hamilton being in default for answer and demurrer and was submitted to the court, on consideration whereof the court find that the allegations of the petition are confessed to be true by the said defendants, and the court further find that the said Emma Kline was formerly Emma McMahan that Frank M Murphy and Mary E. Murphy his wife on the 2d of April 1885 executed and delivered their mortgage deed to secure the payment of the five notes, described in the petition and conveying the lots therein described to-wit; Lots No. 20 & 21 in the Village of Claiborne Union County Ohio to the said defendant Emily J. Cunningham, that said Emily J. Cunningham soon after receiving said notes and mortgage April 2d 1885 sold and transfered the same to said George B. Hamilton and that said notes have been paid to said George B. Hamilton in full and that said Emma Kline is now the owner of said lots described in the petition in fee simple as alleged in the petition and that said mortgage has not been properly canceled and is a cloud upon plaintiffs title & that she is entitled to have the same canceled and said cloud removed from her title and that said mortgage is recorded in Vol 21 page 222 of Union county mortgage records—

It is therefore considered and ordered that said Emily J. Cunningham execute a written transfer of said mortgage to said George B Hamilton and enter a cancellation thereof on the record of the same within ten days from the date of this decree and in default thereof that this decree operate as such cancellation, and it is further ordered that the Clerk cause satisfaction of the said mortgage to be entered on the second thereof in the office of the Recorder of Union county at cost of plaintiff.

5955 Phineas Bell
vs
George W. South et al

It appearing to the court that the defendant Willa Wallace is a minor under the age of 14 years and has been legally served with summons herein on motion of the plaintiff W. T. Hoops is hereby appointed guardian for the suit for said minor defendant. And now comes the said W. T. Hoops and in open court accepts said appointment.

Wednesday December 3rd A. D 1890

6114 O. M. Scott vs Matilda Warner & Margaret McElvey

This day came the plaintiff by Porter & Porter his attorneys and thereupon came B. C. Bales 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 alleged in said plaintiffs petition the sum of $129.28. It is therefore considered that said plaintiff do recover of said defendants the said sum of $129.28 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 December 1890. 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

6016 Mary E. Parr vs William Parr

Now comes the plaintiff herein and the defendant being in default for answer and demurrer the court find that the plaintiff at the time of the filing of 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 that the defendant has been guilty of gross & wilful neglect of duty in wilfully failing to provide plaintiff with the common necessaries of life and in abandoning her when sick and without means and has been guilty of extreme cruelty as stated in the petition by cursing and abusing and threatening her with violence and abandoning her when sick 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 Parr and William Parr 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 the plaintiff be and she hereby is restored to her former name of Mary E. Slater under which she was married to said William Parr

It is further considered by the court that the plaintiff pay the costs of this proceeding, and execution is awarded.

Court then adjourned until 8-30 o'clock tomorrow morning

Thursday December 4th A.D. 1890

Court Convened at 8-30 Oclock this morning his honor John A. Price Judge presiding-

To Honorable John A. Price Judge
Union County Dr To Thomas Martin Sheriff for annual allowance according to Section 1231- $300.00
Thomas Martin Sheriff
Approved & ordered paid
John A. Price Judge

To Hon John A. Price Judge
The Court Charges for the November Term AD 1890 Union County Common Pleas, are due for Services rendered and areas follows; 5750
Union County, Ohio
To Thomas Martin Sheriff, Dr

To Serving Grand Jury	4.50
To Serving Petit- Jury 2 wits	9.00
" Serving Grand Jury Witnesses 40	4.00
" Making 40 copies Grand jury Witnesses	4.00
" 350 Miles travel " " "	4.00
" Calling 40 Witnesses " " " 2¢ Each	1.60
" J. W. Lawrence Baliff 28 days $2.00	56.00
" Thos A. Martin " " " "	56.00
" Executing order of court to Trustees for add'l jurors	25.00
Total	$188.10

I hereby certify the above bill to be correct-
Thomas Martin 5757
Sheriff

To the Clerk of Court- Union County
You will make Entry of the above bill and certify the same to the County Auditor!
John A. Price Judge

Union County Dr To A. S. Turner
November 21st 1890 To Dinner for Jury 13 Meals $7.50
" 28 " Supper " " " " 7.50
A S. Turner
I Certify that the above account is correct-
Thomas Martin Sheriff 5817
Dec 4th 1890 Approved & order paid
John A. Price
Judge

Thursday December 4th A. D. 1890

In the Matter of the Union County Insurance Company Ex Parte

This day came the said Levi Bechtel Receiver heretofore appointed, by his attorney and this cause came on to be heard upon the Motion of said Levi Bechtel for further time to collect the assetts of said company and to make his final report. On consideration whereof the court being fully advised in the premises do sustain said Motion, and it is ordered that said Receiver be, and he is hereby granted one year from this date in which to collect the assetts of said company and to make his final report.

5950 Mary R. Golliff vs John R. Taylor admr &c

This day this cause came on to be heard and was submitted to the court on the evidence and arguments of counsel as to the Exceptions of Mary R. Golliff to the account of John R. Taylor as administrator of the estate of James O'Laughlin deceased. On consideration whereof the court finds that said account is a true statement of all the said John R. Taylor's trust as to said estate the court overrule said Exceptions and order that the Probate court of Union county Ohio confirm the same. And that the defendant recover from the plaintiff all costs herein expended taxed taxed at $ and in default thereof for days that Execution issue therefor, No Record to be made and all papers to be returned to said Probate court.

5759 J. F. Blose vs W. S. Rogers

This day this cause came on to be heard on the Motion of the defendant to set aside the verdict heretofore returned herein and grant a new trial, was argued by counsel and submitted to the court on consideration whereof the court overrule the same. To all of which rulings and decision the defendant then Excepted.

It is therefore considered and adjudged by the court that the plaintiff recover of the defendant the sum of $ 103.27 and his costs herein expended taxed to $ and that Execution issue therefor.

5817 J. E. Robinson vs George Wilcox et al

The motion as to cost having been amicably adjusted by the parties the Motion to retax costs is by leave of the court is withdrawn from the files.

Thursday December 4th A.D 1890

5801 Susan Meddles
vs
Milo G. Meddles

This day this cause was submitted to the court (a jury having been waived by agreement of parties) upon the issues joined between the parties and the evidence, and was argued by counsel, and the court being fully advised in the premises do find for the defendants.
Motion for new trial made by plaintiff, and overruled by the court. To all of which rulings judgment and decree the plaintiff then and there excepted.
It is therefore considered that the defendants go hence without day and recover of plaintiff their costs herein taxed at $

5873 Orson C. Kilberry
vs
John Robinson

This came the parties by their attorneys and this cause came on to be heard upon the motion of the plaintiff for a new trial and was argued by counsel and submitted,
on consideration whereof the court being fully advised in the premises overrules said motion to which ruling of the court the defendant excepted. Thereupon on motion of the plaintiff judgment is awarded upon the verdict of the jury.
It is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendant the said sum of $155.00 the amount found due by the verdict of the jury and also his costs herein expended taxed to $

5952 John Temple
vs
Benjamine D. Evans

This day this cause came on for hearing on the demmurer of said defendant Anna E Evans to plaintiff amended petition, and the same was argued by counsel and submitted to the court,
on consideration whereof the court do overrule said demmurer. To which ruling and decision of the court in so overruling said demmurer said defendant Anna E. Evans then and there excepted.
Thereupon said defendant Anna E. Evans asked and obtained leave of the court to file an answer herein in 30 days from the rising of the court.

Thursday December 4th A. D 1890.

6056 Hoylas M Lee
vs
Francis D. Lee 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 correct and in conformity to law and the former orders of the court-the said proceedings and report are hereby approved and confirmed
It is therefore ordered and decreed that the said parties hold severally so set-off and assigned to each as shown by the commissioners report to-wit;
To Hoylas M. Lee Ora O. Amerine Francis D. Lee, Elizabeth J. Lee, Emma R. Lee One Third part; lot No one containing 32 acres-
To Delia Reed wife of Alford Reed One third part; Lot No 2 containing 32 acres-
To Della Reed, Lotta Reed, Oppha Reed, Charles Reed, Josie Reed and Ross Reed, one third part-being lot No 3 containing 32 4/100 acres-
And it is further ordered that the costs of this action including a counsel fee of $75.00 to Robinson and Woodburn attorneys for services, to the clerk of the court-including all the costs in this action taxed at $114.54 to be paid by the said parties in the proportions in which the same is assigned to them in the order of partition

5729 C. Aultman & Co
vs
George Belt

This cause was dismissed on motion of plaintiff at his cost- It is therefore considered and adjudged by the court that the plaintiff pay all costs in this action taxed to $

5964 Lydia A. Taylor
vs
Abraham J. Taylor

This day this cause was dismissed by order of court at the cost of the defendant- It is therefore considered and adjudged by the court that the defendant pay the cost of this action taxed to $ and Execution is awarded.

5971 Julia Fox
vs
Philip Fox

This day this cause was dismissed by order of court at the cost of the defendant-
It is therefore considered and adjudged by the court that the Defendant pay the cost of this action taxed to $ and Execution is awarded-

Thursday December 4th A.D. 1890

5979 Laura Baker
vs
Frank Baker

This day this cause was dismissed by order of the court at the cost of the defendant, It is therefore considered and adjudged by the court that the defendant pay the cost of this action taxed at $ And Execution is awarded.

5996 Moses Laird
vs
Adeline Laird &
William Laird

This day came the Plaintiff by his attorney and submitted this cause to the court, the defendants being in default for answer and demurrer to the plaintiffs petition, Whereupon this cause came on to be heard upon the petition of the plaintiff, Exhibits and testimony and the court being fully advised in the premises, do find that there is due to the plaintiff Moses Laird from the defendant Adeline Laird and William Laird on the promissory notes of the defendants, over due, on the filing of this petition, in manner and form as the plaintiff in his petition hath alleged the sum of Eight hundred and ninety Six dollars and Fourteen cents, being the amount due as aforesaid, including interest to the first day of this term of court, Therefore it is considered and adjudged by the court that the plaintiff recover of the defendants the said sum of Eight hundred and ninety Six dollars and fourteen cents the sum so found due as aforesaid together with his costs in this behalf expended taxed to $ 609.

The court further find that to secure the payment of said notes that were past due at the time of filing of the plaintiffs petition together with the other notes mentioned and described in said petition not yet due with one other note that has been fully paid that the said defendants Adaline Laird and William Laird who is the husband of the said Adaline Laird joining in the granting part thereof, Executed and delivered to the said Moses Laird the plaintiff their certain Mortgage as in said petition described and on the premises therein described: That said mortgage was duly recorded in Book 20 page 601 of the records of mortgages of Union County Ohio, and is the first and best lien on the premises described in the petition, as follows, to-wit: Situated in the county of Union in the State of Ohio and in the Virginia Military Survey No 3487. and bounded and described as follows To-wit:- Beginning at a stake in the center of the Buckner and Gibson road and the north west corner of a 40 acre tract heretofore sold to Moses Wolford, Thence with the centre of said road S 56° W 75-16 poles to 2 stakes side by side in the center of said road. Thence S 33¼° E 118 poles to the center of said N. Y. P & O R R track witness a stake 33¼° W. 57 links in the line of the Rail road fence N. 38° E. 81.12 poles to a point in the center of said R. R. Track, Witness a stone bear

N 33¾ W in the line of the R R fence. Thence 33¾ W 93½ poles to the beginning containing 50 acres. Excepting therefrom as much as conveyed to said Rail Road company.

It is therefore considered ordered and adjudged by the court that unless the defendants Adeline Laird and William Laird 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 sums so found due as aforesaid with interest from the 3d day of November 1896 according to the terms of said mortgage and notes aforesaid over due the defendants Equity of redemption be foreclosed and said premises sold and an order of sale 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 thereon.

And this cause coming on to be heard on said petition and it appearing to the satisfaction of the court, by the evidence produced in open court — on the trial thereof that the said plaintiff Moses Laird executed and delivered to the said Adeline Laird a defendant herein a deed in fee simple for the mortgaged premises in said petition described in manner and form as said plaintiff in his said petition hath alleged and at the time therein alleged and that said deed was accepted by said defendant and that said deed is still held by her and is unrecorded. It is therefore ordered by the court in this behalf, that the said Adaline Laird a defendant as aforesaid, produce said deed and surrender the same into this court, on the first day of the next term thereof for further order thereon in relation thereto, and as to all other matters and things connected with this order in relation to said deed and the producing of the same in court — this order stands continued —

6096 Mollie E. Ferris vs Z. E. Taylor and John Price

This cause being heard on motion of defendant to set aside and declare void, for want of jurisdiction, the judgment heretofore rendered herein against the said defendants and in favor of said plaintiff, the court on consideration overrule the same and to the said decision and judgment of the court the defendants by their counsel except.

Thursday December 4th A. D. 1890.

6027 Henry Hutson
vs
The unknown heirs
of Wm Franklin Goode et al

Now comes Hutson and suggests to the court that the death of Henry Hutson the plaintiff herein and that she is the duly appointed and qualified administratrix of the estate of said deceased by the Probate court of Union county Ohio and desires said action to proceed, and it is therefore ordered that said action proceed, and the said plaintiff offering proof of publication of the pendancy and prayer of the petition herein, and the court finding said publication and proof is in all respects regular and according to law and the former order of the court, do hereby approve the same, And the said defendants being in default for answer and demurrer the court find that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition and that he had the legal estate in and was entitled to the possession of the same, and that he and those under whom he held and those holding under him have had the undisturbed possession of said land as against said defendants for more than twenty one years prior to the commencement of this suit; that neither of the defendants nor any one of them have any estate in or are entitled to the possession of said real estate or any part thereof and that the plaintiff ought to have his title and possession quieted as against each and every one of said defendants as prayed for in his Petition 3555
The court therefore orders adjudges and decree that the description in the deed from Miles Depp to Ruben Goode dated Nov 5th 1836 recorded in Vol 5 page 362 Union County deed records be corrected and conformed to the true and accurate description of the land conveyed thereby as shown in the plat and description thereof attached to the petition and marked "A"
That the subdivision of the land of Ruben Goode as shown by the plat thereof in Exhibit "B" attached to the petition is found to be a true and accurate plat of such subdivison and the same is on consideration of the court ordered to be approved and confirmed and recorded as the true division of said land by said Ruben Goode deceased.
The court further finds that on the 11th of Ap 1850 Thomas Good conveyed the part of Lot No 2 of said subdivision containing 1½ acres and known as the "Wood lot" as shown on Exhibit "A" to Robert Goode under whom plaintiff holds but said deed was never recorded, and on consideration the court orders said Thomas Goode or his heirs to execute a deed of release for the same to the heirs of plaintiff within ten days and in default thereof this decree shall operate as such conveyance.
The court finds that said Franklin Goode died in 1847 as alleged in the petition and that lot No 5 of said subdivision of the Ruben Goode farm as shown in plat at Exhibit "A" descended to his brothers and sisters to-wit; Ann Goode, Thomas J Goode, Charlotte Chambers, Robert Goode, William Goode Ellen or Nelly Good and Louisa Goode; That in the year 1850 said heirs of Franklin Goode made an amicable partition of said lot No 5 among themselves and each entered

Thursday December 4th A. D. 1890

ied to the possession of the part allotted to him or them severally but the plat of said partition was not recorded, and the court find that the plat of the division of said lot No 5 shown at Exhibit "B" attached to the petition is a true and accurate plat of said partition and the court on consideration approve and confirm said amicable partition and order that the plat thereof at Exhibit "B" recorded as a true representation of the same.

The court further finds that the description of the land conveyed by Robert Bovde to Abram Depp by title bond dated dec 26th 1851 and afterwards enforced by proceedings in this court was defective as alleged in the petition and that the true description of the same is shown on plat and description thereof at Exhibit "B" attached to the petition And on consideration it is ordered that said description be corrected and conformed to the true description as so shown at Exhibit "B" as intended.

And the court further find that the description of the lands in deeds from William Chambers and from Ruben Chambers and Mary Chambers and Martha Chambers to plaintiff are defective as alleged, and the true plat and description of the land intended to be conveyed by said parties is correctly shown at Exhibit "B" attached to the petition, It is therefore on consideration ordered that said description be corrected and conformed to the true description thereof as shown at Exhibit "B". Plaintiff to pay costs.

It is therefore considered that the plaintiff pay the cost of this action taxed at $ and execution is awarded therefor.

3558 Stephen Cranston & al
vs
Orson Benton & al

This cause coming on to be heard upon the report of Lewis Benton Receiver heretofore appointed herein, and the motion to confirm the same and for allowance of Receivers compensation and counsel fees herein and for distribution of the balance found in his hands was submitted to the court. On consideration whereof the court finds that there remains in the hands of said Lewis Benton as such Receiver by said account the sum of $304.32 and that said account is correct and just in all particulars and the court do therefor approve and confirm the same, And it is further ordered that said Reciver Lewis Benton out of the said ballance found in his hands pay 1/2 of the costs in this behalf expended taxed to $2.64 including an allowance of $50.00 which the Court makes to said Receiver in full compensation to said Receiver for his services as such and $25.00 counsel fees of R. B. Cole & Son attys for said Receiver, and that the ballance remaining $226.68 be by him distributed to the same parties and in the same proportions as the proceeds of the partition sale herein made were under the order of this court. Journal No 13 page 112.

Thursday December 4th A. D. 1890

3538 Stephen Branston et al
vs
Orson Benton et al

6108

This cause came on for hearing on the report of Stephen Branston Receiver heretofore appointed herein and the motion to confirm the same and for allowance of compensation of said receiver and counsel fees and for distribution of the balance found, was submitted to the court, On consideration whereof the court finds that there remains in the hands of said Stephen Branston as such Receiver the sum of $267.75; and that said account is correct and just in all particulars and do therefore approve and confirm the same, and do order that one half the costs in this behalf expended taxed to $2.64 including an allowance to said Receiver of $50.00 which the court makes, in full for his services herein as such Receiver and of $25.00 for counsel fees of C. B. Cole & Son as counsel ~~fees~~ for said Receiver be paid by said Receiver out of said funds in his hands and that the balance remaining of $190.11 be by him distributed to the same parties and in the same proportions as the proceeds of the Partition Sale herein made were distributed under the order of this court - Journal No 13 page 112.

6819

5946 Benjamin Rogers
vs
G. D. Baldwin

This day this cause came on to be heard on the demurrer of the defendant to the amended petition of said plaintiff, and the same was argued by counsel and submitted to the court, On consideration whereof the court do sustain said demurrer,

5859

It is therefore considered ordered and decreed by the court that the temporary injunction heretofore granted herein be, and the same hereby is vacated, dissolved and held for naught.

It is further considered, ordered and decreed by the court that this action be, and the same hereby is dismissed at the costs of said plaintiff, and it is adjudged by the court that said defendant recover of said plaintiff his costs herein expended taxed to $ and execution is awarded therefor.

To all of which rulings, orders and decrees & judgments of said Court said plaintiff hereby except.

Thursday December 4th A. D. 1890

6108 Mary J. Phelps
vs
Charles A. Serran Admr &c

This day came on this cause to be heard on the petition in error and the record of the Probate court, Whereupon the court being fully advised in the premises, find no Error in said record, and therefore it is adjudged by the court that said judgment and record of the said Probate court be and the same is hereby ~~affirmed~~ at the cost of the plaintiff in error which the court order the plaintiff to pay in ten days, To all of which the plaintiff Excepts and the court fix the Supersedeas bond at $100.00

6019 Cynthia A. Taylor
vs
Samuel Taylor et al

This day again came the parties by their attorneys and the said plaintiff not desiring to further amend her petition this cause is dismissed at the plaintiffs cost;
It is therefore considered and adjudged by the court that the defendants recover of the plaintiff their costs herein expended taxed to $
To which judgment and ruling of the court the said plaintiff Excepts.

5859 Ann Eliza Smith
vs
Anson H. Smith

The said Ann Eliza Smith having filed her motion to require the defendant to show cause why he should not be dealt with for contempt of the court for violating the order of this court as set forth in said motion and the court having made an order on said defendant to show cause, of which defendant had due notice, And now came the parties and the court having heard the evidence submitted and the arguments of counsel do find the defendant guilty as charged.
And it is therefore considered and adjudged by the court that said defendant pay to the State of Ohio a fine of Ten dollars and pay the costs of this prosecution taxed to $. To all of which defendant Excepts. And as to the motion for a modification of the order of the court as to alimony and the custody and maintenance of the children of said parties the court continues the same.

In Vaction

6113 Margaret R. Woolard
vs
William C. Woolard

Order Allowing Alimony

At chambers on this 11th day of December 1890, it was ordered on the application of plaintiff, and on being satisfied that notice thereof had been given, and that she is entitled, that fifty dollars be allowed, and paid by the defendant to the plaintiff or her attorney within one day, the sum of Fifty dollars, as provisional alimony, and that in default of payment thereof, execution issue against the defendant therefor.

It is further ordered that the plaintiff have the use of the household furniture not sold by him at his sale stated in the petition, during the pendency of this suit, and the said William C. Woolard is hereby enjoined from interfering with or disturbing her in the possession and use thereof.

In Vacation

State of Ohio
City of Columbus } Supreme Court of the State Ohio,
of the term of January AD 1891 - Tuesday January 20th

James Hoover
vs
Obediah Holmes et. al. } Error to the Circuit Court of Union County.

Ordered by the Court that this cause be, and the same is hereby dismissed for want of prosecution

I, Urban H Hester, Clerk of the Supreme Court of the State of Ohio, do hereby certify that the foregoing Entry, is truly taken and correctly copied from the records of said Court, to wit; from Order Book 11. Page 584.

In witness whereof I have hereunto subscribed my name, and affixed the seal of said Supreme Court, this 27th day of January AD 1891

Urban H Hester Clerk.

In Vacation

Rebecca Thompson vs Harvey Thompson	Order of Injunction before the Probate Judge, Union County Ohio. January Term A.D. 1891.

Motion for temporary injunction in the Common Pleas Court, Union County, Ohio.

And now on this 2nd day of February, 1891 came the plaintiff, by Robinson & Woodburn, attorneys; and it being made to appear that said action is pending in the Court of Common Pleas of said County, and there is at this time no Common Pleas Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff Rebecca Thompson and the affidavit 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 her control of the property in the petition described or with her work in any manner whatever and enjoin him from interfering with her child and from interfering with said property or with her control of said property 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. No Bond required.

L. Piper,

Fees -- $2.00 Paid. (Seal) Probate Judge.

Monday February 9th A. D. 1891.

The State of Ohio }
County of Union } ss

This Separate Session of the Court of Common Pleas of the 3d Sub-division of the 10th 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 ninety one in the court house in the village of Marysville county and State aforesaid was begun on Monday, the 9th day of February in the year aforesaid,

Present-

Hon John A. Rice
Judge of the Court of Common Pleas
of the 10 Judicial District of Ohio
Thomas Martin
Sheriff of Union county, Ohio

Attest-
R. McCrory
Clerk of the Court of Common Pleas of Union County, Ohio
By W. M. Winget.
Deputy.

The Venire facias for a grand jury, heretofore issued and returnable this day at 10 O'clock A. M. was duly returned by the Sheriff with his indorsement thereon as follows, to-wit;

On the 12th day of January 1891 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:

1	Ralph Bonnett	January	13th	copy
2	John A. Philips	"	"	"
3	A. P. Harvey	"	"	"
4	George P. Hartson	"	15	"
5	James Gooding	"	"	"
6	Joseph Morse	"	12	"
7	John J. Gabriel	"	14	"
8	John Loro	"	15	"
9	Uriah Cahill	"	15	"
10	Frank Loro	"	15	"
11	L. S. Robertson	"	13	"
12	Hoylas Moore	"	17	"
13	Jesse Vannatta	"	17	"
14	W. W. Southard	"	17	"
15	William Mitchel	"	19	"

Thomas Martin Sheriff

and upon calling the same in open court John Loro, John J. Gabriel A. P. Harvey, Jesse Vanatta, Frank Loro, Ralph Bonnett W. W. Southard L. S. Robertson George P. Hartson, Hoylas Moore Joseph Morse James Gooding and Uriah Cahill appeared in answer thereto and

the panel being incomplete the court ordered that the panel be filled up from the petit jury as required by law. And the panel being full the court appointed Uriah Cahill 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. The following named persons compose the grand jury, to-wit: Uriah Cahill, foreman of the Grand jury John Low, John G. Gabriel, A. P. Harvey, Jesse Vanatta Frank Low, Ralph Bennett, W. W. Southard, G. G. Robertson George P. Hartson Douglas Moore, Joseph Morse, James Gooding, S. L. Coe and Jonas Vining.

6018

5398

5957

5980 Charles Phillips Jr vs Jacob P. Kimball et al

5962

This day came the plaintiff and made proof to the satisfaction of the court that legal notice hath been made by publication upon all of the defendants and that due service of summons was made upon all of the defendants residing in the State of Ohio of the pendancy of this petition. Also that since the filing of this petition one of the defendants Roberts has died leaving Robert Roberts and Viola Roberts minors since served with summons Whereupon the court appoint John F. Loose guardian ad litum for said minors and give said defendants leave to file answer in this case which is done by leave of the court. Whereupon this cause is passed for order of partition.

3140

4145

5979

5772

5973

6024 Frank Eckelberry vs Joseph E. Smart et al

On showing of defendants this cause is continued at Defendants costs after the motion shall be disposed of.

6025 Frank Eckelbery vs Joseph E. Smart et al } on showing of defendants this cause is continued at defendants costs.

5657 Emily M. Adams admr vs Anna Gill et al

On motion of defendants The Second Sale and appraisement in this case are by consent of parties set aside and new appraisement ordered.

Lester Clark vs Charles Felsner } Continued by agreement.

6018 R. W. Thompson vs W. S. Rogers — On motion leave is given defendant to file answer during this term and cause continued.

5398 M. Worthington vs D. W. Ayers — Continued by agreement

5957 L. A. Dockum et al vs E. M. Bigelow et al — Continued by agreement

5962 R. W. & N. P. Thompson Admrs vs W. S. Rogers — Continued by agreement

3140 James Carter vs Bank of North Lewisburgh — Continued by agreement

4145 David M. Robinson vs P. C. & St L. Rail Road Co — Continued

5979 Robert Sammler vs William Moody et al — Continued

5772 John Eldridge et al vs Mahala Dunifee et al — Continued by agreement

5973 Mary L. Rogers vs R. W. Thompson et als — On motion leave is given to N. P. Thompson to withdraw his amendment to answer and file new amendment to answer.

Court then adjourned until tommorrow morning at 9 O'clock

Tuesday February 10th A.D. 1891.

Court convened at 9 O'clock this Morning his Honor John A. Price Judge presiding.

J. E. Degood
5832 vs
H. P. Watrous } Ment.

This day this cause came on for hearing on motion of the defendant to dismiss this action for want of prosecution 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 that this action be and the same hereby is dismissed for want of prosecution and that the said defendant recover of said plaintiff his costs herein expended taxed to $ and execution is awarded therefor.

Mercy M. Bland
5521 vs
Eva Fennor }

This cause is continued on the motion and showing of the defendant and at his costs. It is therefore considered that the plaintiff recover of the defendant her costs of the term herein taxed at $

Maggie Neal
6006 vs
Thomas Neal }

The plaintiff came and dismissed this petition. Thereupon the court order the plaintiff to pay the costs herein, and in default thereof that execution issue therefor. No Record.

Kengler and Wagner
5967 vs
Lenox Bras }

This cause is continued on motion and showing of plaintiff and at the cost of the plaintiffs costs for this term. It is therefor adjudged that defendants recover of plaintiffs the costs of this term. Defendants have leave to file amended answer by March 1st.

6054

6084

5952

6054 Abraham Rappole
vs
Ashford Shover

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 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 Sheriff convey to the purchaser William T. Wood by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of 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 To the Treasurer of Union County the taxes, penalty and interest against said property, to wit: the sum of $

2d The costs of this action taxed at $

3d To the plaintiff Abraham Rappole the amount heretofore found due him to wit: the sum of $

5th To the defendant Ashford Shover, the balance of the money ~~amounting~~ if any there be remaining in his hands, to wit: the sum of $

6084 Joseph Neer
vs
Simon Coder et al

This cause coming on to be heard on the demmurer of Adelia Coder to the petition and the court being fully advised in the matter doth overrule said demmurer, to which ruling said defendant then and there excepted.

5952 William Davis
vs
Daniel Brown

This day this cause came on to be heard upon the petition and order of attachment heretofore issued in this case and it appearing to the court that notice by publication had been duly made in this case for at least four consecutive weeks in the Marysville Tribune a newspaper of general circulation in the county, and it further appearing to the court that the defendant was in default for answer herein and the court being fully advised in the premises after hearing the testimony offered herein does find for the plaintiff recover of the defendant his debt of $270 & costs herein taxed at $ And it is further ordered by the court that the Sheriff proceed as upon execution to advertise & sell the real estate heretofore attached in this action and that he report his proceedings to this court for confirmation.

6104 J. H. Shearer & Son
vs
J. F. McAlroy

Now comes the plaintiffs by their 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 the court further finds that the defendant J. F. McAlroy is indebted to the Plaintiffs J. H. Shearer & Son in the sum of $12.05. 6126

It is therefore considered by the court that the said plaintiff recover of the defendant the said sum of $12.05 with interest from the first day of this term of court and his costs herein expended taxed at $ and on motion of the said plaintiff it is ordered that the Sheriff proceed as upon Execution to advertise and sell the real estate heretofore attached 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 confirmation.

6116 Edwin Oldie
vs
William Crowder 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, William Crowder and Eliza Crowder 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 the plaintiff from the defendant William Crowder on the promissory notes set forth in the petition with interest to the first day of this term the sum of $1090.12 and that there is also due plaintiff from said defendant the further sum of Fifty Dollars as attorney fees making the total sum of Eleven hundred forty & 12/100 dollars ($1140.12)

The court further find that in order to secure the payment of said notes, attorneys fees and interest, the defendant William Crowder who was at that time an unmarried man executed and delivered to Joseph Dickinson his certain Mortgage as in the petition described and on the premises therein described; that said Mortgage was duly assigned to plaintiff, that it was duly recorded in book 27 page 574 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 William Crowder the said sum of $1140.12 and his costs herein expended. And it is further adjudged and decreed that unless the defendant William Crowder 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 of Eleven hundred Forty & 12/100 dollars so found due as aforesaid with interest

from the 9th day of February 1891, 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.

The Raisin Valley Seminary }
vs }
6126 William Crowder }

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the court find that the defendant William Crowder 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 as true and that there is due the plaintiff from the defendant on the promissory notes set forth in the petition with interest to the first day of this term, the sum of $883.80 and that there is due the plaintiff from the said defendant the further sum of Forty dollars as attorney fees making the total sum due from defendant to plaintiff $923.80.—

The court further find that in order to secure the payment of said notes, interest and attorney fee the defendant, Who was then an unmarried man, Executed and delivered to Joseph Dickenson his certain Mortgage as in the petition described and on the premises therein described, That said Mortgage was duly assigned to the plaintiff, was duly recorded in Book 27 Page 504 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 considered by the court that the plaintiff recover from the defendant the sum of $923.80 and his costs herein expended

And it is further ordered adjudged and decreed that unless the defendant William Crowder 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 from the 9th day of February 1891 the defendants Equity of redemption be foreclosed and said premises 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.

6093 Charlotte M. Betts
vs
John C. Ramsey et al

This cause coming on for hearing on the petition 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 as true, and that there is due the plaintiff from the defendant John C. Ramsey on the promissory notes set forth in the petition with interest to the date of this decree which is the first day of this term the sum of $2208.45; that there is also due the plaintiff from said defendant the further sum of $14.95 for insurance paid by plaintiff for said defendants use and interest on the same to date of this decree; that there is also due the plaintiff from said defendant $100.00 attorneys fee making a total indebtedness of $2323.40.

The court further find that in order to secure the payment of said notes insurance and attorney fee, the defendants John C. Ramsey and Eliza J. Ramsey his wife executed and delivered to Joseph Dickinson their certain mortgage as in the petition described on the premises therein described; that said mortgage was duly assigned to Charlotte M. Betts plaintiff, that said mortgage was duly recorded in book 27 page 63 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. 6148

It is therefore considered by the court that the plaintiff recover from the defendant John C. Ramsey the said sum of $2323.40 and her costs herein expended.

And it is further adjudged and decreed that unless the defendant John C. Ramsey 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 from the 9th day of February 1891 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. 6149

Court then adjourned until 9 o'clock tommorrow morning

Wednesday February 11th A. D. 1891

Court convened at Nine o'clock this morning his Honor John A. Rice Judge presiding.

6157 Bank of Richwood
vs
G. W. Stephen & Wm G. Stephen

This day came the plaintiff by their attorney also appeared in open court - on behalf of said defendants Powers & 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 of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff for $316.71 being the amount of the principal and interest due on said note and for 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 $316.71 being the amount of said note with interest to computed at 8% per annum from the 11th day of February A. D. 1891 and also their costs herein expended, taxed at $

6148 William Caryl et-al Trustees &c
vs
Samuel Waddle et-als

On motion of the plaintiffs by their attorney and good cause being shown therefor it is ordered on an undertaking being given in the sum of $300.00 with sureties to the approval Clerk an injunction be allowed to issue herein enjoining the said defendants and all persons claiming under appointment by them or in aid of their interest from interfering with the plaintiffs or their successors in office or those claiming under them in their management control or possession in any way of the property described in said plaintiffs petition until further order of this court.

6149 George W. Harris et-al Trustees &c
vs
W. G. Davis et al

On motion of plaintiffs by their attorney and good cause being shown therefor, it is ordered that on an undertaking being given in the sum of $300.00 with sureties to the approval of the Clerk an injunction be allowed to issue herein enjoining the said defendants and all persons claiming under appointment by them or in aid of their interest from interfering with the plaintiffs or their successors in office or those claiming under them in their management or possession in any way of the property described in said plaintiffs petition until further order of this court.

6084 Joseph Neer
vs
Simon Coder et al

This cause now coming on to be heard on the petition and the evidence, The court find that the defendants Simon Coder and Adeline Coder have been duly served with summons in this case and that they are severally in default for answer and demmurer 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 Simon Coder on the promissory notes set forth in the petition with interest to the first day of this term Feby 9th 1891 the sum of $388.26 - The court further find that in order to secure the payment of said notes with others, the defendant Simon Coder executed and delivered to James and Mary J Taborn and by them assigned to the plaintiff their certain Mortgage as in the petition described and on the premises therein described - That said Mortgage deed was duly recorded in Volume 20 Page 558 of the record of Mortgages of Union County Ohio, and is a good and valid and first-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 Joseph Neer recover from the defendant Simon Coder the said sum of $388.26 as heretofore found due him, and it is further adjudged and decreed that unless the said defendants Simon Coder & Adeline Coder his wife 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 the sum so found due him as aforesaid, with interest from the first day of this term the defendants Equity of redemption be foreclosed and said premises 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 -

5902 Patrick O Donnell
vs
W. A. Appelgate } Settled & cost paid

5904 W. A. Appelgate
vs
Patrick O Donnell } Settled & cost paid

Court then adjourned until 9 o'clock tommorow Morning

Thursday February 12th A. D. 1891

Court convened at 9 O'clock this morning his Hon John A Price Judge presiding

Report of Grand jury

This day appeared at the bar of this court the grand jury heretofore impanelled and sworn in, and for the body of the county of Union viz:
Uriah Cahill, foreman - John Low - John G. Gabriel, A. P. Warner, Jesse Vanata Frank Low, Ralph Bonnett, W. W. Southard, C. S. Robertson, George P. Barton, Hylas Moore, Joseph Morse, James Gooding, O. L. Coe and Jonas Vining - and presented to the court, through their foreman Uriah Cahill, three certain bills of indictment - against - Charles O'Bee for unlawful selling and furnishing intoxicating liquors to minors - Henry D. C. Richards for Blackmailing - Otho Jones for Burglary and Petit Larceny - Sidney Rogers for carrying concealed weapons, Orie Watton for assault and battery Charles Debolt - for assault and Battery, William Cheller for assault and Battery and Wiley Stansberry for disturbing a Meeting each indorsed a True Bill, Uriah Cahill foreman of the grand jury - Also, the following

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 February term 1891, beg leave to report that they have been in Session four 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 Fifty three witnesses, covering Fifteen cases and presented Eleven bills, and ignored Four 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 and properly enforced,

We find also, that the hall in front of the cells in the female department is insufficiently provided with lights and we therefore respectfully recommend that the court order the placing of an electric light in the hall, as the safety of the inmates demands.

Respectfully submitted -
Feby 12th 1891 - Uriah Cahill Foreman.

~~Court then adjourned until 9 O'clock tomorrow Morning~~

The State of Ohio for the use
Harriett Straw }
vs }
Charles Rogers }

This day this cause came on to be heard and by agreement of the parties was submitted to the court, and the court after hearing the evidence do find the defendant not guilty. It is therefore by the court ordered and adjudged that the defendant be and he is hereby discharged and that the complainant pay the costs of this case taxed

5986

6083

George W. Cooke }
vs }
Mathew Dingrel }

This day came this cause on to be heard upon the demurrer of the defendant to the petition of the plaintiff and was argued by counsel and submitted, on consideration whereof the court being fully advised in the premises overruled said demurrer, to which ruling the defendant excepted. The defendant had leave to file answer in 30 days from the date Feb 10th 1891 and cause continued.

Friday, February 13th A. D. 1891

Court convened at Nine O'clock this morning his honor John A. Price judge presiding

5986 Jonathan Hammond
vs
The Chicago St Louis & Pittsburgh R. R. Co

This day came the parties by their attorneys, also came the following named persons as jurors, viz;

1 S. S. Rea	5 A. E. Moyers	9 C. M. Ingman
2 George Burns	6 Lewis Mills	10 R. S. Bonnett
3 Solomon Yount	7 J. Tosser	11 John W. Nicely and
4 George Trapp	8 D. S. Ford	12 J. B. Patterson

who were impaneled and sworn and the trial proceeded and the said jury having heard the evidence adduced in part and the hour of adjournment having arrived this cause was continued until 8½ o'clock tomorrow morning

5955 Phineas Bell
vs
George W. South et al

This cause coming on for hearing was submitted to the court on the amended petition of the plaintiff, the answer of Viola Wallace by her guardian ad litem W. T. Hoop, the cross petition of J. W. Beach and the evidence, and the court find that the defendant Viola Wallace has been duly served with summons in this case and that George W. South has been duly served with summons and is in default for answer and demurrer and that the allegations of the amended petition and the cross petitions are thereby confessed by him to be true, and the court further find that the said Anna B. South died on or about the 30th day of May 1888 intestate leaving her husband the said George W. South Villa Wallace her only child and heir at law and that ~~there is~~ no administrator has been appointed on the estate, and that there is due the plaintiff on the promissory notes set forth in the petition with interest at 8% from ~~this date~~ first day of this term the sum of $209.15.
The court further find that in order to secure the payment of said note the defendants George W. South and Anna B. South who was the wife of said George W. South executed and delivered to said plaintiff their certain Mortgage as in the petition described. That said Mortgage was duly recorded in book 27 page 195 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. And the court further find that the estate of said Anna B. South is indebted to the J. W. Beach on the account set up in his cross petition in the sum of $58.10 for funeral expenses of said Anna B. South and that she left no personal estate and that the said George W. South is in default for answer or demurrer thereto and the allegations of said cross petition are thereby confessed by him to be true, It is therefore considered by the court that the said Isaac W. Beach recover from defendants George W. South and Anna B. South the said sum of $58.10 with interest at 6% per annum from Feby 9th 1881 and his costs herein expended taxed to $
It is therefore considered by the court that the plaintiff Phineas Bell recover from the defendant George W. South and Anna B. South the said sum of $209.15 heretofore respectively found due him, and it is further adjudged and decreed that unless said defendant George W. South and Anna B. South shall within one day from the date 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 the defendant Isaac W. Beach the sum so found due them as aforesaid with interest at 8% on plaintiffs claim and at 6% on said Isaac W. Beach's claim from Feb 9th 1871 the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of this county directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this court for further order. And leave is given Villa Wallace to file answer instanter and the right of said Villa Wallace in the premises described in the petition are reserved for adjudication until hearing upon distribution of the proceeds of sale of said premises.

5986

Saturday February 14th A. D. 1891.

Court convened at 8½ o'clock this morning his Honor John A. Rice Judge presiding.

5986 Jonathan Hammond
vs
The Chicago St Louis & Pittsburgh R R Co

This day again came the parties by their attorneys also came the jurors heretofore impaneled and sworn in this case and the said jurors having heard the remaining evidence adduced, the arguments of counsel and charge of the court retired to their room in charge of the Sheriff for deliberation, and now comes the said jury into open court with their verdict in writing signed by their foreman and say;
" We, the jury being duly impaneled & sworn find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant, Chicago St Louis & Pittsburgh R R Co at the sum of $1500.00 (Fifteen hundred dollars.
Feb 14 1891 R. S. Bonnett, Foreman

Margaret R. Woolard
vs
William C. Woolard et al

Now comes the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein 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. And the court further find upon the evidence adduced that the evidence adduced that the defendant has been guilty of gross neglect of duty as a husband to the plaintiff and wilful abandonment 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 Margaret R Woolard and William C. Woolard, 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 William C. Woolard exclusively. but is hereby ordered that the said plaintiff Margaret R Woolard have the privilege of visiting said children twice each week on Tuesday and Friday between the hours of 3 & 5 o'clock P. M. and any violation of this privilege by either party may be reported to this court; and it is further ordered and adjudged that said plaintiff do have possession 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 the household & kitchen furniture now in the possession of said plaintiff or situated in her dwelling. It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of $200.00 in addition to the provisional alimony heretofore allowed payable in cash within one days from the date of this order and in default of any such payment for three days execution is allowed to issue therefor. It is further ordered that the plaintiff pay the costs herein taxed to & within five days or that execution be allowed to issue therefor

Hosea Finch et als }
6057 vs }
William P. Kirby et als }

This day came the parties by their attorneys and the plaintiffs asked and obtained leave to amend their ~~their~~ petition by interlineation as follows: Add the words," or if defendants hold said legal title they hold the same in trust for plaintiffs" after the words " the ~~same~~ heirs of John Wirt dec^d immediately before the prayer of the petition - Also in the prayer of the petition and have their title quieted against the defendants claim to said lands, after said amendment the parties waived the calling and empaneling a jury, and submitted this cause to the court upon the pleadings and evidence, on consideration whereof the court being fully advised in the premises finds upon the issues joined in favor of the defendants. That upon the death of said Andrew C. Wirt in the petition described descended to his widow the said Matilda Wirt in fee simple absolutely and no estate or interest therein passed to the plaintiffs That upon the death of said Matilda Wirt said lands passed by the term of her said will to the defendants William Kirby Lemuel Kirby Thomas L. Kirby Joseph W Kirby Mary E Howison and Catherine Kirby devisees in fee simple absolutely and that the same is not subject to any trust expressed or implied in favor of plaintiffs, and that the plaintiffs have no interest in said lands 6067
The court further finds that the defendants are entitled to have their title quieted

It is therefore considered ordered and adjudged by the court that the plaintiffs petition be and the same is dismissed and that the title of the said defendant to said land be quieted and put at rest and that the defendants recover of the plaintiffs their costs herein expended taxed at $

Plaintiffs gave notice of their intention to appeal to the Circuit Court and this court fixes the appeal bond at $200.

Court then adjourned until Monday February 16th 1891 at One oclock P.M

Monday February 16th A.D. 1891.

Court convened at one oclock P.M to-day his honor John A. Price Judge presiding

6153 The Peoples Bank
vs
William J. Mulvain et al

This day came the plaintiff by their attorney; also came Edward S Colean attorney-at-law of this court, on behalf of the defendants and by virtue of a warrant of attorney duly executed by said defendants, and now produced to the court, and a copy of which is filed with the clerk of this court; entered the appearance of said defendants waived the issuance and service of process in this action, and with the assent of the plaintiff confessed that the said defendants were jointly indebted to the said plaintiff in the sum of One Hundred and fifty five & 60/100 dollars and also released and waived all exceptions, errors and right of appeal herein. It is therefore considered by the court that the said plaintiff recover from said defendants the said sum of $155.60 with 8% interest from Feb 16th 1891 together with their costs herein expended, taxed at $

6067 Joseph P. Robbins
vs
John Cunningham

This day this cause came on to be heard upon the motion of the defendant to require the plaintiff to give security for costs herein, and the court being fully advised in the premises do overrule said motion, Thereupon the defendant was granted 30 days to file his answer herein and this cause continued.

Court adjourned until 9 oclock tommorrow Morning

Tuesday February 17th A. D. 1891

Court convened at 9 Oclock this Morning his Honor John A. Rice Judge presiding

752

6070 James T. Black Receiver
vs
Howard Bidwell

This day came the parties by their attorneys and submitted this cause to the Court upon the motion of the defendant to require the plaintiff to reform his petition as in said motion stated, On consideration whereof the Court being fully advised in the premises does sustain said motion and it is ordered that the plaintiff reform his petition to meet the requirements of the said motion and in default of said amendment that this case be dismissed

818

6007 J. L. Gregg
vs
Daniel Anderson

This day came the parties by their attorneys and submitted this cause to the court upon the motion of the defendant to strike out of the reply certain words shown in said motion.
On consideration whereof the court order stricken out of said reply all this last beginning at the words "That he" on mpt to the last line on first page to and including the words "plaintiff the same on the 10 line same page
The balance of said motion is overruled

821

6125 Amy Cain
vs
D. B. Willoughby et als

This day this cause came on to be heard and and on motion of plaintiff J. Ellsworth Griffith was appointed guardian ad litum for the minor children Amy M. Willoughby and Ida B. Willoughby defendants herein.

822

5982 James H. Myers
vs
John H. Perkins

This day came the parties and this cause came on to be heard upon the motion of the defendant to require additional security on appeal and was argued by counsel and submitted. On consideration whereof the court being fully advised in the premises does overrule said motion and grant the plaintiff 20 days in which to file a petition.

752 The State of Ohio
vs
David Lattimer

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 indigent and unable to employ counsel E. E. Cole was appointed by the court to act as counsel for him, the said defendant.

818 The State of Ohio
vs
Otho Jones
Indictment for Burglary & Petit Larceny

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 indigent and unable to employ counsel W. W. Merchant was appointed by the court to act as counsel for him, the said defendant.

821 The State of Ohio
vs
Charles Berry

Now 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 says: "he is guilty," and is remanded to the custody of the Sheriff until sentence.

822 The State of Ohio
vs
Charles Berry

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 is remanded to the custody of the Sheriff until sentence.

823 The State of Ohio
vs
Charles Berry

Nollie Prosequi is entered herein, by order of the court - at the request - of the prosecuting attorney.

6081

824 The State of Ohio
vs
Charles Berry

Nollie Prosequi is entered herein by order of the of the court; at the request - of the prosecuting attorney

5850

5895 John H. Tickey
vs
J. R. Butcher et al

This day this cause being called for trial, and the plaintiff failing to appear in person or by attorney, the action is hereby dismissed at plaintiff's cost - without prejudice to a future action It is therefore considered and adjudged that the defendant recover of the plaintiff pay the cost of this action taxed by the and execution is awarded therefor -

6073 John Weller Admr
vs
James W. Robinson

This day this cause was submitted to the court on the motion of plaintiff to require defendant to separate his defences & whereupon the court being fully advised in the premises do overrule said motion.

6048

Wednesday February 18th A.D. 1891

Court convened at Nine o'clock this morning his honor John A. Rice probate presiding

6081 James Sparks et al
vs
Joseph Osborn

This day this cause came on to be heard on the motion of plaintiffs to dismiss the appeal of defendant from Justice, Jason Case to this court for the reason that the defendant failed to file an appeal bond in this court within the time required by law, said motion was argued and the court in consideration thereof does sustain the same for the reasons set forth. It is therefore ordered and adjudged by the court that said appeal be and the same is hereby dismissed at the costs of defendant. And it is ordered that the clerk certify this order back to the justice to proceed in this case as if no appeal had been taken. and the motion submitted by E.E. Griffith atty for defendants asking leave to amend appeal bond or to file a new bond in the event of the present bond being by the court deemed defective or insufficient to hold, by the court dismissed and the said findings and orders of the court as to said motions the defendants by his counsel excepted.

5850 V. J. Collier & Son
vs
C. J. Monroe & Son et al

This day came the plaintiffs and the defendants and settled this case as follows, viz; Said M.W. Hill is to pay to the plaintiffs fifty five per cent of the claim set up in the petition and fifty per cent of the claim set up by M. M. Shipley & Son and the same per cent to the other defendants who have filed cross-petitions, all to be paid out of the store of said Hill at Richwood Ohio at cash price and the case to be dismissed at the costs of M.W. Hill without any record.

It is therefore considered and adjudged by the court that the plaintiffs recover of the said M.W. Hill their costs herein expended taxed to $

6048 A. J. McCampbell
vs
John Cochran

This day came the parties to this action and thereupon came a jury, to-wit; L. F. Carpenter, S.S. Rea, George Burns, Solomon Yount, George Trapp, A.E. Myers, Lewis Mills, Z. Tossey, D.S. Ford, R.S. Bonnett, J.W. Micely and C.A. Millikan, who being duly impanelled and sworn, some progress was made in the trial when the plaintiff asked the court to withdraw a juror and allow him to dismiss the case without prejudice. Whereupon the court ordered that the said motion be sustained and a juror was withdrawn and the jury discharged and the petition dismissed without prejudice to another action.

Whereupon it is ordered, considered and adjudged that the defendant recover of the plaintiff his costs herein expended taxed to $ without record

6087 Lizzie Mealey }
vs }
Frank Mealey }

This day this cause came on to be heard 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 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 preceeding 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. 60HH

The court further find upon the Evidence adduced that the defendant has been guilty of habitual drunkenness for more than three years next preceeding the filing of the petition, and that by reason the plaintiff is entitled to a divorce as prayed for. 821

It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Lizzie Mealey and Frank Mealey be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the care, custody, Education and control of the said child of the parties hereto be until further orderd confided to the said Lizzie Mealey Exclusively and the said defendant is hereby enjoined from interfering in any manner with said child or the custody of it. but it is hereby ordered that the defendant have the privelege of visiting said child twice each week, on Tuesdays and Fridays between the hours of 3 and 5 o'clock P.M. and any violation of this privelege by either party may be reported to this court. and it is further considered by the court that the said plaintiff pay the costs of this proceeding. 822

Thursday February 19th A. D. 1891

Court convened at 9 o'clock this morning his honor John A Rice Judge presiding.

Robert Hatton }
vs }
J. B. Hatton }

604H

This day came the parties and settled this case at the cost of the plaintiff. It is therefore considered and adjudged by the court that the defendant recover of the plaintiff their cost herein expended taxed at $ No record to be made.

The State of Ohio }
vs } Indictment for Selling Liquors to Minors
Charles Berry }

821

The defendant herein 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 but what he hath already said:

It is therefore considered and adjudged by the court that the said defendant Charles Berry be imprisoned in the jail of Union County for the term of five days and that he pay a fine of Twenty five dollars, and the costs of this prosecution for which Execution is awarded.

The State of Ohio }
vs } Indictment for Selling Liquors to Minors.
Charles Berry }

822

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 pronounce against him; and having nothing but what he hath already said;

It is therefore considered and adjudged by the court that the said defendant Charles Berry pay a fine of twenty five dollars and the costs of this prosecution, for which execution is awarded, and that he be imprisoned in the jail of Union County for the term of five days.

Court ~~there~~ adjourned until 9 o'clock tommorrow morning.

Friday February 20th A.D. 1891

Court convened at 9 o'clock this Morning his Honor John A. Price judge presiding.

6129

6047 Joseph Guthrie
vs
C.C.C. & St Louis Ry Co

This cause is continued on the motion and showing of the defendant and at its costs of the term.
It is therefore considered and adjudged by the court that the said defendant pay the cost of this term taxed at $

6129 Wesley A. Garard
vs
Susan S. Welch et al

This day this cause came on for hearing and and thereupon the plaintiff by his attorney moved the court for the appointment of a Guardian ad litum for the infant defendants, Glee L. Welch and Lelia E. Welch, and the court appointed J. M. Kennedy as such guardian ad litum. Thereupon said J. M. Kennedy appeared in open court and accepted said appointment and filed his answer herein.

4821 William H. Hickman & ~~et al~~
vs
William Hoightlinger et al

This day this cause came on for hearing on motion of the defendant A. B. Robinson for a nunc protunc order herein correcting the order of confirmation of the sale of said premises so as to show that the Sheriff was ordered to make a deed to A. B. Robinson as assignee of the purchaser F. M. Taylor, and the same was submitted to the court on the evidence
On consideration whereof the court find that said F. M. Taylor was the highest and best bidder at the Sheriffs sale of said premises described in plaintiffs petition and that before the confirmation of said sale the said F. M. Taylor for a valuable consideration sold and assigned and transferred all his right, title and interest under and by virtue of said bid to A. B. Robinson
It is therefore considered and ordered that said entry of confirmation be corrected so as to show that said Sheriff was ordered to convey said premises to said A. B. Robinson assignee of the purchaser F. M. Taylor.

3953

6129 Wesley A. Garrard vs Susan S. Welch et al

This day this cause came on for hearing and the same was submitted to the court on the pleadings and the evidence, on consideration whereof the court find that there is due from the defendant Susan S. Welch, and from the estate of Dra M. Welch deceased the sum of Seventy Seven and 3/100 dollars with six per cent, interest thereon from the first day of the present term hereof viz Feby 9th 1891 being the annual interest on the notes mentioned in plaintiffs petition,

The court further find that in order to secure the payment of said notes and interest thereon the said Dra M. Welch and Susan S. Welch his wife 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 Volume No 26 page 492 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 the said Mortgage have been broken. The court further find that the defendants Glee L. Welch and Lelia E. Welch are the sole heirs and legal representatives of said Dra M. Welch deceased as set forth in said plaintiffs petition and are entitled to the next estate by inheritance in said premises subject to the dower interest therein of said Susan S. Welch as widow of said Dra M. Welch deceased.

It is therefore adjudged and decreed by the court that unless said defendants 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 9th day of February 1891. 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.

5953 J. G. Wallace et al vs M. W. Hill et al

This day came the plaintiffs by their attorneys and dismissed this action without prejudice to a new action herein at the costs of the said plaintiffs.

It is therefore considered and adjudged by the court that the defendants recover of said plaintiffs their costs herein expended taxed at $ and execution is awarded.

819 The State of Ohio }
vs } Indictment - for disturbing Meeting
Wiley Stansberry }

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 being fully advised in the premises, it is ordered and adjudged by the court - that the said Wiley Stansberry be imprisoned in the jail of Union county for the term of Three days, and that he pay a fine of Twenty five dollars and the costs of this prosecution; and execution is awarded.

5937 Artie Sidebottom }
vs }
5937 C. C. C & St Louis Rwy Co }

This day came the parties by their attorneys; also came the following named persons as jurors viz;

1 S. S. Rea	5 George Trapp	9 D. S. Ford
2 George Burns	6 A. E. Myers	10 R. S. Bonnett
3 Solomon Yount	7 Lewis Mills	11 A. S. Turner and
4 L. F. Carpenter	8 Z. Tossey	12 Philip Snider who

were duly impanelled and Sworn and the said jury having heard the Evidence adduced in part - and the hour of adjournment having arrived this cause was continued until 9 o'clock tommorow morning to which time Court then adjourned.

6171, Nicholas Conover, }
vs }
Mary L Conover. }

On motion of defendant herein by her attorney, and good Cause being shown it is hereby ordered that she be allowed the sum of ($50.) fifty dollars, for her expense in conducting her defence, it is therefore ordered that the said Nicholas Conover pay to the said Mary L Conover, or her attorney W T Hoopes the sum of $25.00 within twenty days, from the 20th day of February AD 1891. and also the said sum of $25.00 within forty days from the 20th day of February 1891 And in default of any of such payments for three days, Execution is allowed to issue therefor.

5937

5909

Saturday February 21st A. D. 1891

Court convened at Nine o'clock this morning this honor John A. Rice judge presiding.

Artie Sidebottom }
5937 vs }
C. C. C & St Louis R R Co }

This again came the parties by their attorneys, also came the jury heretofore impanelled and sworn in this case, and the said jury having heard the further evidence adduced, the hour of adjournment having arrived this further hearing of this case was continued until Monday February 23rd 1891 at one o'clock P.M.

Ellen Robinson }
5909 vs }
Lemuel Robinson }

Now come the parties herein and thereupon this cause came on for hearing on the petition of the plaintiff, the answer and cross petition of the defendant and the evidence; on consideration whereof the court find that the parties were married as stated in the petition. The court further find that the defendant has not been guilty of the neglect and conduct as charged in the petition but has in all respects conducted himself as a good and faithful husband and the said petition is therefore dismissed. And thereupon this cause came on for hearing on the cross petition of the said defendant and the evidence, on consideration whereof, the court find that the plaintiff has been guilty of 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 Ellen Robinson and Lemuel Robinson 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 Ettie Robinson, Lemuel B. Robinson, Henry L. Robinson and Calvin Robinson children of the parties hereto be until further order confided to the said Lemuel Robinson father of said children exclusively, it is further ordered that Ellen Robinson their mother have the privilege of visiting said children at reasonable times, and any violation of this privilege by either party may be reported to this court. It is also ordered that the custody, care and education & control of the said child John M. Robinson of the parties hereto be until further ordered confided to the said Ellen Robinson its mother exclusively but said Lemuel Robinson its father shall have the privilege of visiting said child at reasonable times and any violation of this privilege by either party may be reported to this court. It is further ordered and adjudged that the said defendant pay to plaintiff balance due on note executed by said defendant to said on or about 10th day of January 1890 calling for eighty dollars upon which is paid fifty dollars as her reasonable alimony in money. It is further considered by the court that the said defendant pay the costs herein expended.

Monday February 23d A. D. 1891.

Court convened at one o'clock P. M. to day his honor John A. Price Judge presiding.

5980 Charles Phillips Jr
vs
Jacob P. Kimball et al

(all the parties.) This day came on this cause to be heard (all the parties being notified of the pendancy of this petition according to law to the satisfaction of the Court) - and the Court having heard the cause on the answers, exhibits and evidence do find the said parties are tenants in common of the real estate in the petition described in the manner and proportions therein set forth and further find that since the filing of this petition Elvira Roberts has died leaving the persons named in the Supplemental petition her sole heirs at law, and find that plaintiff is entitled to partition of said land in the manner prayed for therein. Therefore it is by the Court considered ordered and adjudged that partition be made of said lands as therein prayed and that an order from this court issue to the to the Sheriff of this county to proceed during this term by the oaths of A. S. Mowry. William Howard and Augustus A. Hill three disinterested freeholders of this county not of kin to either of ~~the~~ said parties to make said partition by setting off to plaintiff one thirty second part thereof Cyron Snyder the same proportion thereof. William Phillis the same proportion - Jacob Phillis the same proportion - Robert Phillis the same proportion - Charles Salsbury the same proportion John Phillis the same proportion - To Ida Bell and Charles Roberts and Viola Roberts each one third of one thirty second part thereof - To Thomas Phillis one fourth part of said lands. To Jacob P. Kimball one sixteenth part thereof. To the unknown heirs of Thomas Kimball the same proportion one sixteenth part thereof. To the child or children of Albert Kimball decd one sixteenth part thereof - To Rebecca Wall one sixteenth part - To Harriett Washburn one twelvth part of said premises - To Sophia Campbell one twelvth (1/12) part of said premises - and to Sarah M Guy one twelvth (1/12) thereof -

That if said premises will not bear partition that all of said premises be appraised by them in separate lots and that the said A. S. Mowry make a survey of the lot described as part of the lot of 5 24 100 acres conveyed by James Fullington to Charles Phillis to ascertain the quantity in said tract to be partitioned and that the appraisement of the parts thereof on each side of the road be made separately, and all questions not herein adjudicated be reserved for the future action of the Court.

6155

6156

6155 Bank of Richwood
vs
David Williams

This day came the plaintiff by its attorney; also appeared in open court for and on behalf of said defendant, 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 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 eighty five dollars and sixty 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 $185.60 being the amount of the principal and interest due on said note with interest computed at 8% per annum from the 16th day of Sept 1890 and also its costs herein expended taxed at $ –

6156 Bank of Richwood
vs
W. S. Rogers and
C. J. Hill

This day came the plaintiff by their 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 waive 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 $326.00 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 $326.00 being the amount of said note with interest computed at 8% per annum from the 6th day of Feb 1891 and also the costs herein expended, taxed at $

6157 Sullington & Phillis
vs
Julian Howard &
A. P. Howard

This day came the plaintiffs by their attorney; also came S. S. Gardiner an attorney at-law of this court, on behalf of the defendants and by virtue of a warrant of attorney duly executed by said defendants and now produced to the court and a copy of which is filed with the clerk of this court entered the appearance of said defendants waived the issuance and service of process in this action and with the assent of the plaintiff confessed that the said defendants were justly indebted to the said plaintiffs in the sum of Thirty Seven hundred & Six & 79/100 dollars; and also released and waived all exceptions, errors and right of appeal herein.

It is therefore considered by the court that the said plaintiffs recover from said defendants the said sum of $3706.79 with interest from date at 8% together with their costs herein expended, taxed at $

6117

5937

5937 Artie Sidebottom
vs
C. C. C & St Louis R R Co

This day again came the parties by their attorneys. also came the jury heretofore impaneled and sworn in this case and the said jury having heard further evidence and the hour of adjournment having arrived the further hearing of this cause was continued until 8.30 O'clock tomorrow morning. To which time Court then was then adjourned

6144

5973 Mary L Rogers
vs
Robert W Thompson et al

It appearing to the Court that the defendant Greeley Thompson is a minor over fourteen years of age, and that he has been duely and legally served with summons herein, and that he has neglected for more than twenty days from the return of the summons to apply for a Guardian ad litem; on motion of the plaintiff J M Kennedy is hereby appointed guardian for the suit for said Minor defendant

And now comes the said J M Kennedy and in open Court accepts said appointment

Tuesday February 24th A.D. 1891.

Court convened at 8-30 o'clock this morning his honor John A. Rice Judge presiding.

6117 W. D. Ballinger & Sons vs D. J. McKitrick

The above case is settled at defendants costs and case dismissed.

5937 Artie Sidebottom vs C. C. C & St Louis R R Co

This day again came the parties by their attorneys, also came the jury heretofore impanelled and sworn in this case and the said jury having heard the remainder of the evidence and the hour of adjournment having arrived this cause was continued until 8-30 o'clock tommorrow morning.

6144 Gertrude Boring nee William Boring by Margaret R Boring their Guardian vs Ellen Dodge et al

This day came the parties and submitted this cause to the court and the court finding that it is to the interest of all of said parties and satisfactory to the said parties that the dower of said Margret R. Boring be all set off in the home place described in the petition and that the interest of the said plaintiffs minors be assigned to them together without division and that the interest of said Ellen Dodge Allie Rogers Etta Miller and Anna Shuler be assigned to them together without division and therefore it is ordered and adjudged by the court that an order issue to the Sheriff of this county commanding him by the oaths of Benjamine Hannawalt, W. H. Loveless and Arthur Liggett as commissioners and W. P. Brightler County Surveyor as surveyor, he set off to said Margaret R. Boring as her dower in said premises the full one third part of said premises in the home place and that he by the like oaths of said Benjamine Hannawalt W. H. Loveless and Arthur Liggett he set off to said Gertrude Boring and William Boring the one third part of said premises subject to said dower and that by same oaths set off to the defendants together their four sixths of said premises subject to said dower and further if they find they cannot make said division without giving a difference to said minors as between the parts assigned them, that they return the value of said difference and make a valuation of the part assigned to plaintiffs and the value of the part assigned to the defendants and return the same to this court.

Court then adjourned until 8-30 o'clock tommorrow morning.

Wednesday February 25th A. D. 1891.

Court convened at 8-30 o'clock this morning his honor John A Rice Judge presiding.

5937 Artie Sidebottom vs C. C. C & St Louis R. R. Co } This day again came the parties by their attorneys also came the jury heretofore impanneled and sworn and the said jury having heard the arguments of Counsel and the charge of the court, 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 ~~order~~ the court, discharged from further consideration of this case, and the case is continued.

5897 Andrew Emerine vs J. B Converse } The leave heretofore granted at this term to the plaintiff to reply to the answer of defendant, is extended to the 25th day of March 1891.

Court adjourned till nine o'clock tomorrow morning.

Thursday February 26th 1891

5957 John Temple vs Benjamin D Evans & Annie E Evans } This cause coming on for hearing upon the petition of the plaintiff, and the answer of the said Benjamin Evans, the said Annie E Evans being in default for answer, and the Court being fully advised in the premises, do find that said Benjamin D Evans had sold said real Estate described in said plaintiff's petition, and that said plaintiff had complied with his part of the agreement,

It is therefore considered and adjudged by the Court that unless said Anna E Evans, execute and deliver to the plaintiff her good and sufficient deed of Warranty, for the lands described in the plaintiff's petition within ten days from this date, then this decree shall stand, and have the same force and effect in all respects, as avoidable as such deed of conveyance would be to convey the premises herein described to this plaintiff,

Thursday February 26th A.D. 1891.

Court convened at 9 o'clock this morning his honor John A. Price judge presiding.

6007 John W. Gregg
vs
Daniel Anderson

Now come the parties hereto and by their consent it is ordered that this cause be, and it is hereby refered to E. W. Peter for trial of the issues both of law and fact arising therein and said referee is ordered to report his findings and decision to this court without unnecessary delay. And it is further ordered that the referee reduce the testimony of the witnesses to writing, and require them severally to subscribe the same.

752 The State of Ohio
vs
David Latimer } Indictment for Shooting with intent to Kill.

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 enquired of if he had anything to to say why judgment should not be pronounced against him; and having nothing but what he hath already said; It is therefore adjudged by the court that the said defendant David Lattimer, be imprisoned and confined in the Penitentiary of this 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.

818 The State of Ohio
vs
Otho Jones } Indictment for Burglary.

Now comes the prosecuting attorney on behalf of the State of Ohio, the defendant being brought into court in custody of the Sheriff; also came the following named persons as jurors, to wit: J. W. Shirk, John W. Cartwell, L. C. Conrad, Marion Johnson, Leonard Wenck, D. Webb, J. B. Wheelsley, Joseph Roff, S. R. Greenwall, Charles Stewart, John Neely & C. A. Millikan who were duly impanelled and sworn according to law.

And the said jury having heard the evidence adduced by the State, the court ordered the clerk to prepare a verdict of "Not Guilty" It is therefore considered by the court that the said jury be and hereby are discharged from further consideration of this case; and that the defendant go hence without day, and recover from the State his costs.

827 The State of Ohio } Indictment for Assault and Battery;
vs }
William Chillis }

Now come 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 the Court being fully advised in the premises 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 is therefore considered and adjudged by the court that the said defendant, pay a fine of five dollars and the costs of this prosecution, and Execution is awarded.

6075 Velasco & Case }
vs }
Lucretia Kent et al }

This day this cause came on to be heard upon the petition of plaintiff (The defendants failing to answer or demurr) and the evidence introduced by the plaintiff, 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 plaintiff, and that there is due from the defendant Lucretia Kent to the plaintiff the sum of Five hundred and twenty two dollars and twenty one cents ($522.21) as the plaintiff has claimed in his petition, which with interest added from the 1st day of April 1888 which plaintiff also claims in his petition, makes the ~~sum of~~ amount which the court finds to be now due to the plaintiff to be, Six hundred and ten and 98/100 dollars,

It is therefore considered and adjudged that unless the said Lucretia Kent shall, within three days from the entry of this decree, pay or cause to be paid to the plaintiff said sum of $610.98 so found plaintiffs due as aforesaid with the accrued interest and also pay to the Clerk of this Court the costs of this action that the Sheriff proceed as upon Execution to advertise and sell the real estate heretofore attached in this action, and now in his hands remaining, or so much as will satisfy the decree and finding aforesaid, that he report his proceedings to this court for Confirmation.

5997 The State of Ohio }
vs }
Jacob Cramer }

This day this cause is settled by the agreement of the parties, and at the defendants cost:

It is therefore considered that the defendant Jacob Cramer pay the costs of this proceeding taxed at $ and in default of payment that Execution issue therefor.

Clement Evans Adm &c }
5983 vs }
Israel Brobeck et-als }

This cause coming on for hearing on the cross petition of the defendant, the Connecticut Mutual life Insurance Company and the evidence the court finds that the defendants have been duly served with summons and entered their appearance to said action, and that they are in default for answer and demmurer and that the allegations of the cross petition are thereby confessed by them to be true, and that there is due to the defendant, the Connecticut Mutual Life insurance Co from the said Henry Brobeck deceased on the promissory notes set forth in the petition with interest at 8% to the first day of this term the sum of $1424.51.

The court further find that in order to secure the payment of of said notes the defendant Henry Brobeck, now dec^d and Mary M Brobeck his wife, executed and delivered to said Connecticut life Ins Co their certain Mortgage as in the petition described, that said Mortgage was duly recorded in Book 22 page 368 of the records of Mortgages of Union county Ohio and is the first and best lien on the premises described in in the petition, and that the condition of said Mortgage have been broken. It is therefore adjudged and decreed that unless said plaintiff Clement Evans as Administrator of the Estate of said Henry Brobeck deceased shall within one day from the entry of this decreed pay or cause to be paid to the Clerk of this court the costs in this case and to the defendant, the Connecticut Mutual life Ins Co the sum so found due, with interest at 8% from Feby 9th 1891 the defendants Equity of redemption be foreclosed and said premises sold, and that an order of sale issue therefor to the Sheriff of Union County directing him to advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

And the cause now further coming on for hearing on the return of Clement Evans Administrator of the Estate of Henry Brobeck dec^d of his proceedings and sale under the order of this court, the court after having carefully examined said return being satisfied that such sale has in all respects been legally made does hereby approve and confirm the same and order that said Clement Evans as such Administrator make to the purchaser John C. Woerner a good and sufficient deed for the premises so sold. And the court coming now to distribute the proceeds of said sale in the hands of the said Clement Evans order that he pay.

First= The cost of this action including $ as the charges due the executor herein taxed at $

Second- To the Connecticut Mutual life Ins Co on the Mortgage which the court finds as set up in its cross Petition is the first and best lien on the premises sold and that there is due thereon $1431.08 — It is therefore ordered that said Administrator pay to the said Connecticut Mutual life Ins Co the balance of the first payment of said land, to-wit; $ and that he pay the balance due said Company, to-wit $ with interest at 8% per annum payable semi-annually out of the second payment for said land when collected.

Monday March 2d A D 1891

one o clock P.M. Hon John A Price not being present, the Sheriff adjourned court till 9 o clock tomorrow morning.

Tuesday March 3d 1891

Judge being absent, the Sheriff adjourned Court until 9 o clock tomorrow morning.

Wednesday March 4th A. D. 1891.

Court convened at 9 o clock this morning his Honor John A Price Judge presiding.

Reason F Lewis
6074 vs
Mary B. Lewis

This day came the plaintiff and the defendant appeared by J. L. Porter and the court being satisfied that the defendant has been duly served with process in the case, and it appearing further, that since the filing of this petition the defendant hath become insane, the court on motion appointed trustee of said defendant as provided by law who appeared and by his attorney J. L. Porter made defense.

Whereupon this ~~cause~~ came on for hearing on the evidence and the arguments of counsel of the parties.

Whereupon the court being fully advised in the premises do find the facts as alleged in the plaintiffs petition, and that plaintiff hath good & lawful cause for divorce,

Wherefore it is ordered, adjudged and decreed by the court that said Marriage contract be and the same is dissolved and said parties are hereby divorced and the custody of said child is given to the plaintiff and the court further order and decree, that within three months from this date plaintiff shall pay to said Trustee for the use of the defendant as her reasonable alimony the sum of one hundred dollars, and pay the costs of this proceedings. The court order that said Trustee out of said $100.00, pay John L. Porter for his services in defending this action for the defendant the sum of $20. and to J. L. Cameron ten dollars for his services as said Trustee and the balance of said Alimony he pay to the Infirmary directors of Union County Ohio to be applied by them in part payment of their claim against defendant as a pauper in the Infirmary of said County. And the right of said Infirmary directors to proceed against the plaintiff for any balance that may be due said directors on their account for keeping said defendant as such pauper is not affected by this decree.

6028

5927

5724

820

6028 John L. Cartmell et al
vs
Aaron Looder

This day came the parties and waived a trial by jury and submitted this cause to the court; whereupon being fully advised in the premises do find for the defendant on the issues joined between the parties. It is therefore considered ordered and adjudged by the court that the defendant go hence without day and recover of the plaintiff his costs taxed to $ Whereupon the plaintiffs made a motion for a new trial, which motion the court overruled, to which ruling and judgment the plaintiff excepted,

5927 Fleetwood Courtright
vs
F. M. Taylor

This day came on this cause to be heard on the demmurer to the plaintiffs amended petition. Whereupon the court being fully advised in the premises doth overrule said demmurer to which defendant excepts. Whereupon leave was given to the defendant to file answer by the 4th day of April next and this cause is continued

5726 A. D. Palmer
vs
Henry W. Spain

This cause coming on for hearing on motion of the defendant; on consideration thereof, and for good cause shown, it is ordered that the sale heretofore made by the Sheriff of Union County, being the property of the defendant; be and it is hereby set aside.

820 The State of Ohio
vs
Sidney Rogers
Indictment for carrying concealed weapons.

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 being fully advised in the premises, it is ordered and adjudged by the court that the said Sidney Rogers pay a fine of ten dollars, and the costs of this prosecution, and that he be imprisoned in the jail of Union County for the term of ten days, and that he stand committed to said jail until the amount of said fine and costs shall be paid, or secured to be paid, or he be otherwise legally discharged.

6125 Amy Cain
vs
D. B. Willoughby et al

This day this cause came on to be heard on the petition of the plaintiff, the answer of J. E. Griffith Guardian ad-litem of Ida Willoughby and Anna M Willoughby, and the Evidence, and the said David B. Willoughby being in default for answer and demurrer the court find that the allegations of the petition are true and the plaintiff ought in Equity to have her deed to said minor children set-aside.

It is therefore by the court ordered and decreed that the said deed so executed and delivered by plaintiff to said minors, conveying the premises described in the petition be and the same hereby is set-aside and held for naught; and plaintiff is adjudged and decreed to be the owner in fee simple of said premises, the same as if said deed had not been made, and it is further ordered that the plaintiff pay the costs of this proceeding taxed to $ -

6133 W. H. Ferguson
vs
Ettie Wallace et al

This came the plaintiff and the defendants Ettie Wallace and John W. Wallace being in default for answer and demurrer to the petition, the court find the allegations thereof to be true, and said cause coming on also for hearing on the answer of Mary Grindell and C. L. Grindele the court find that all of said defendants are indebted to plaintiff on the promissory note set up in the petition in the sum of $148.62 including interest to this date.

It is therefore considered by the court that the plaintiff recover of all of said defendants the said sum of $148.62 and his costs herein expended taxed to $ and that this judgment bear 8% interest.

5859 Ann E. Smith
vs
Anson H. Smith

This day came this cause on to be heard upon the motion of the plaintiff to change and modify the order as to alimony and the custody of the children as in said motion stated and the evidence. On consideration whereof the court being fully advised in the premises does overrule said motion and the same is dismissed without prejudice

Sheriffs Office, Union County, Ohio
Marysville, Ohio March 4th 1891

To Hon John A. Price, Judge

The court charges for the February Term A.D. 1891 Union County Common Pleas, are due for services rendered and are as follows

Union County, Ohio,

To Thomas Martin, Sheriff Dr

To Serving Grand Jury venire	$4.50
To Serving Petit Jury venire 3	13.50
To Serving Special Jury venire	4.50
To Serving Grand Jury Witnesses, 51	5.10
To Making copies, Grand Jury Witnesses	5.10
To 793 Miles travel Grand Jury Witnesses	63.44
To 22 days Service J. W. Lawrence Bailiff	44.00
To 22 " " T. A. Martin "	44.00
" Calling 51 Witnesses Grand Jury	2.55
" Grand Jury	10
Total	$186.79

I hereby certify the above bill to be correct-
Thomas Martin
Sheriff Union County Ohio

To the Clerk of Court-Union County-
You will make entry of the above bill and certify the same to the county Auditor-
John A. Price
Judge Common Pleas court-

Marysville O. March 2d 1891-

Union County Dr To A. S. Turner

Feby 14th 1891	Dinner for Jury & 2 Bailiffs	$9.50
" 25 "	" " " "	9.50
" 25 "	Supper " " "	9.50
		$28.50

I certify that the above account is correct-
Thomas Martin Sheriff

March 4th 1891, Approved and ordered paid-
John A. Price
Judge

6139 Peleg Cranston admr &c
vs
Jacob W. Keller et al

6071

This cause now coming on to be heard on the petition of the Plaintiff and the cross petition of the defendant - L. W. Freeman and the evidence the court find that the defendant - Jacob W. Keller and Ruth A Keller 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 and the cross petition are thereby confessed by them to be true and that there is due to the plaintiff the sum of $

And the court further find that there is due to the defendant L. W. Freeman on the promissory Notes in his cross petition set forth including interest - to the first - day of this term the sum of Eight - hundred Ninety four and 32/100 dollars ($894 32). and that - to secure the payment - of said Notes and interest - coupon as set forth in said cross petition the defendant - Jacob W Keller and Ruth A. Keller executed and delivered to the said L. W. Freeman their certain Mortgage as in the cross petition described and on the premises therein described and being the same as described in the petition That said Mortgage was duly recorded in Book 28 Page 77 of the record of Mortgages of Union County Ohio, and is a good and valid lien after the lien of the plaintiff on the premises for the amount - so found due to the said L. W. Freeman 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 sum of $ and that the defendant - L. W. Freeman recover from his codefendants Jacob W. Keller and Ruth A Keller the sum of $894.32 as heretofore found due him. and it - is further adjudged and decreed that - unless said defendants Jacob W. Keller 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 defendant - L. W. Freeman the sum so found due him as aforesaid with interest - at - 8% per annum from the first - day of this term 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 -

Court adjourned till 9 o'clock tomorrow morning

Thursday March 5th AD 1891

9 o'clock A.M. Court convened pursuant to adjournment.—

6071 Robinson, Curry & Company
vs.
George B Frazier et al.

This day came the parties by their attorneys and thereupon this Cause came on to be heard, upon the pleadings of the parties and the evidence, and the same was argued by Counsel, and Submitted. On consideration whereof, the Court being fully advised in the premises, does find that the parties have been have been duly and legally notified of the filing and pendency of the petition and the several Cross Petitions.

That the defendants, George B and Nancy Frazier, are indebted to the plaintiff upon the account attached to the petition, in the sum amounting, principal and interest to this date, of Two hundred and fifty Six and 40/100 Dollars ($256.40) and that the same is a lien is a lien upon the premises described in the petition, by virtue of the Mechanic's Lien therein described,

The court further find that the said George B & Nancy Frazier, are indebted to Church Brothers & Weild, upon the account in their cross-Petition described, in the sum of principal and interest to this date of Sixty one dollars and Twelve cents, ($61.12) and that the same is a lien upon the premises, in the petition described by virtue of the Mechanic's Lien in said cross petition set forth,

The court further find that since the execution of the deed from said William R Hopkins to them and from the filing of the petition, the said George B and Nancy Frazier, have with the full knowledge and covenant of said William R Hopkins expended in repairs and in improvements upon said property the sum of Two hundred and Eighty three dollars and thirty three cents ($283.33) And the court further find that the statements and alegations made and set forth in the answer & Cross petition of said George B & Nancy Frazier, are each and all of them true, and that by reason thereof the charge of said William R Hopkins upon said premises should in equity be postponed to that of plaintiff, Church Brothers and Weild, and to the extent of the expense put upon said premises, by said George B & Nancy Frazier. But the court find the use of said premises by said George B & Nancy Frazier should offset the Maintainance they have furnished the said Hopkins, and therefore,

This considered and ordered by the Court, that the proceeds and sale of said property hereinafter to be ordered, payment be made and applied after paying Taxes and costs of Suit, as follows;

1st to the claims of plaintiff & Church Brothers & Weild,

2d – To George B & Nancy Fazier, their expenses, in repairs, and improvements, to wit; the sum of two hundred and eighty three dollars and thirty three cents ($283.33)

3d the Bullance of said the proceeds of said sale to William R Hopkins,

It is further ordered, adjudged and decreed by the court, that the plaintiff Robinson Curry & Company recover from the defendants George B & Nancy Frazier, the said sum of Two hundred and fifty Six and 40/100 dollars

Thursday March 5th AD 1891

together with its costs, herein expended, And that unless said judgment is paid within three days from the entry hereof, that and order of sale issue to the Sheriff, of Union County Ohio, commanding him to appraise advertise and sell said premises as upon execution, and of this proceeding in the premises to make due return to this Court,

6140 D. F. Bartlett vs F. F. Hagen et al W. L. Hagen

Now comes the plaintiff by his attorneys and the court find that said F. F. Hagen was duly served with summons herein and is in default for answer and demurrer and the court find that the allegations of the petition are confessed by him to be true and find that the said F. F. Hagen is indebted to the plaintiff D. F. Bartlett in the sum of $380.00 with interest at 8% from February 9th 1891.

It is therefore considered by the court that the said plaintiff recover from the said defendant the said sum of $380, with interest at 8% from Feb 9th 1891 and his costs herein expended taxed to $

5990

Wednesday March 4th 1891

5996 Moses Leard vs Adaline Leard and William Leard, her husband } Confirmation of Sale.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under a 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 Moses Leard, by deed in fee simple the lands and tenements so sold, and a writ of possession is awarded to put said purchaser in possession.

And this Cause therefore coming on to be further heard of and concerning the application of the proceeds of said sale, and the Court being fully advised in the premises finds, that the plaintiff Moses Leard, being the purchaser at said sale, and that said real Estate sold for the sum of Eight Hundred dollars; leaving still due on said plaintiff's judgment the sum of $96 14 with interest thereon from the 3d day of Nov 1890; It is therefore by the Court ordered, that after the payments of the costs of the proceedings heretofore accrued herein, taxed to $ the ballance of said purchase money be applied on said judgment; and for the amount of the unpaid ballance, including costs afforesaid amounting in the aggregate to $ Said plaintiff is awarded execution against the defendants;

And as to the four several notes set forth in the petition of said plaintiff not yet due, and all other matters and things in this case not heretofore and herein disposed of, this Cause is continued for further proceedings therein, and in relation thereto in pursuance of Law.

Monday. March 9th 1891

No 5980 Charles Phillips vs Jacob Kumblechul,

On motion of said defendants, Dora Bell, Frank Bell, her husband, and Charles Roberts & Viola Roberts, minors, by their next friend William Roberts, their default for answer herein is duly set aside, and leave is given them to file their answer herein, which is accordingly done,

5973

5980 Charles Phillips vs Jacob Kumblechul

William Roberts represents to the Court that he is a necessary party ~~herein~~ in this case and asks to be made a defendant herein, and on his motion he is made a defendant herein and leave is given him to file an answer herein which is accordingly done.

Friday March 13th 1891

The State of Ohio, City of Columbus } Supreme Court of the State of Ohio of the Term of January, A D 1891 To wit, Tuesday, March 3rd

William & M'Allister et al vs New York, Lake Erie & Western Rail Road Co } Error to the Circuit Court of Union County.

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 truly taken and correctly copied from the records of said Court, to wit; from Order Book No 12, Page 7.

In Witness Whereof, I have hereunto subscribed my name, and affixed the seal of the said Supreme Court, this 11th day of March A D 1891

(Seal)

Urban H Hester Clerk
By Horace M Crow Deputy

Thursday March 5th AD 1891

Mary L Rogers
vs
5973. R M Thompson et al.

This day this cause came on to be heard, and the same was submitted to the Court, upon the pleadings and the evidence.

On consideration whereof the Court being fully advised in the premises.

Finds:- That all of the parties have been duly and legally notified of the filing and pendancy of the petition, and of the several cross petitions and that all the parties are before the Court, in due and legal form.

The Court further finds that the said James Thompson died seized of the lands and tenements in the petition described, and that his personal estate was insufficient to pay his debts, and that there will be no personal estate for distribution.

The Court further finds that the parties named in the petition are the heirs and legal representatives of said James Thompson, and that he died intestate; and that the said parties are entitled to the division of his estate to the parts and proportions in the said petition stated.

The Court further find that in the lifetime of the said James Thompson he made advancements to some of his children, that said advancements should be brot in and made part of this estate for distribution, and that they are as follows;

Said James Thompson advanced to Mary L. Rogers land to the value (as expressed in the deed for the same) of Four Thousand dollars, and personal estate to the amount of $170.00/100 making a total advancement to her of $4170.00/100. and that the Thousand dollars claimed to be advanced to her by a note on W. S. Rogers is not sustained by the evidence.

The said James Thompson also advanced to his son Tyler, land to the value of $4500.00/100 (as expressed in the deed for the same) also personal estate, amounting to $366.81 by his note set up in said answer, making a total advancement to him of $4866.81/100.

The said James Thompson advanced to his son Joseph T. Thompson land to the value of $4000.00/100. and also personal estate amounting to $1071.57/100.

The said James Thompson also advanced to his son Wray T. Thompson. Land to the value of $4000.00/100. and personal estate amounting to $1325.00/100, as set forth in said answer, the total amount of said advancement being, $5325.00/100

The said James Thompson advanced to his son John G Thompson personal estate, amounting to $3311.73/100.

The said James Thompson advanced to his son G. E. Thompson in the manner set up in said answer, and including the receipts he gave to said administrators of property to be counted on his share of said Estate. the sum of $2156.99/100, which should be charged to him as an advancement in making said partition.

The said James Thompson advanced to his son Nelson P Thompson personal Estate to the amount of $1000.00/100 as set forth in said answer,

Thursday March 5th AD 1891

The said James Thompson did not make the advancement of $1500.00/100 charged to said Robert W Thompson, as set up in said answer, but did advance to him $339.00/100, as set forth in said answer by his notes therein set forth,

And the Court further find that the said several advancements should be brought in and made part of the estate of said James Thompson, and there being no personal estate to distribute, the several parties receiving said advancements should receive less the amount in land, in this cause to be partitioned,

It is therefore adjudged and decreed by the Court, that all said advancements be confirmed as a full and final adjudication of the said matters, and things put in issue in the pleadings as to advancements to all of said heirs of said James Thompson, deceased, and the claims arising on said items set up in said answer, are so confirmed and binding upon all parties, and a full settlement of the same,

It is further adjudged and decreed by the Court, that the lands in the petition described be appraised, both subject to and free of Dower, of the said Elizabeth Thompson, and that to the appraised value of the same, subject to the dower aforesaid, there be added the sum of $26190.40/100 being the sum total of all advancements, and that partition of said premises be made giving to the said Mary L Rogers such portion of said premises as will when added to her advancement of $4170.50/100, equal one ninth of the said premises.

To Tyler Thompson, such portion as when added to his advancement of $4886.21/100, equal one ninth part of said premises. To Joseph S Thompson such portion as will when added to his advancement of $5021.52/100 equal one Ninth of said premises.

To Wray T. Thompson, such portion as will when added to his advancement of $5325. equal one ninth of said premises.

To George E Thompson, such portion as will when added to his advancement of $2156.80/100, equal one ninth of said premises.

To Robert W Thompson, such portion as will when added to his advancement of $339.00 equal one ninth of said premises.

To Nelson Thompson, such portion as will when added to his advancement of $1000.20/100 equal one ninth of said premises; but in making said partition of the Eleventh, Twelfth, Ninth and Tenth Tracts described in said petition, in which the said Nelson S Thompson holds the undivided one half in his own right, there shall be set off and assigned to him the full one half of said premises in addition to the quantity he is to receive as the heir of said James Thompson.

To Howard Thompson, such portion as will when added to his portion of the advancement made to his father; to wit; the sum of $877.83 equal the one thirty sixth part of said premises.

To Nettie Richardson, such portion as will when added to the sum of $877.83 equal the one Thirty sixth part of said premises,

To Fannie Thompson, such portion as will when added to the sum of $877.83/100 equal the One Thirty sixth part of said premises.

To John Thompson, such portion ~~when~~ the value of which when added to the sum of

$827 $\frac{27}{100}$ will equal the one thirty sixth part of said premises.

To Greeley Thompson the One Ninetieth part of said premises.

And it is further ordered, that for the purpose of making said partition, an order issue to the Sheriff of said County of Union, commanding him, that by the oaths of Andrew J Mowry, Marion Hopkins, and William H Robb, there be set off and assigned to the said Elizabeth Thompson as for her dower, the full equal one third part of said premises, without the advancement, and that subject to the same be set off and divide to the said several parties, the parts and proportions, to which they have hereinbefore been found entitled; but it is ordered that in case the said commissioners shall find that said lands cannot be divided by metes and bounds without manifest injury, then they need not set off and assign said dower, but shall return their appraisement of said property free of the said dower.

It appearing to the Court that the said Elizabeth Thompson has filed her answer waiving the assignment of dower, by metes and bounds, and has elected to take her interest in money in the event said lands are sold; And the Court finds it will be to the interest of all said parties for said lands in the event of sale, to be sold free of dower.

And it is further ordered that in the event of the said commissioners said lands cannot be divided by metes and bounds without manifest injury, that each parcel of land shall be appraised separately, and that in making his return said Sheriff shall return accordingly.

And it is ordered that of his proceedings in the premises, the Sheriff make due return, without unnecessary delay.

Thursday March 5th 1891

Thereupon Court adjourned till Wednesday April 8th 1891 at one oclock P.M.

Wednesday April 8th 1891. Sheriff Martin adjourned Court Thursday April 9th at one oclock P.M.

Thursday April 9th 1891. Sheriff Martin adjourned Court till Friday at one oclock P.M.

In Vacation.

Saturday. April 4th 1891.

Before the Probate Judge, Union County Ohio.

Viola Erb.
plaintiff,
vs
Charles Erb.
defendant

January Term AD 1891

Motion for a Temporary Injunction in the Court of Common Pleas, Union County Ohio,

Now on this day of April AD 1891 came the plaintiff by H I Hoover her attorney; and it being made to appear that such action is pending in the Court of Common Pleas, of said County, and there is at this time no Common pleas or Circuit Judge within said County, the motion of the plaintiff for a Temporary injunction came on and was heard upon the petition of the plaintiff Viola Erb. and the affidavit 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 from encumbering or disposing of the property in the petition described, and from interfering with the plaintiff and her custody of said children until further hearing of this action as prayed for in said petition of plaintiff.

It is further orderd that the clerk of the Court of Common Pleas issue Summons in this case, endorsed Injunction allowed.

No Bond Required.

Leonidas Piper Probate Judge

Friday. April. 10th 1891

Gertrude R Boring, et al.
No 6144 vs
Ella Dodge et al

And now came all the parties in this case and submitted for confirmation the Report of the sheriff and the Commissioners in partition, Whereupon the Court being fully advised in the premises do confirm said report as to the assignment of Dower to the said Margaret R Boring, and it is hereby ordered and decreed that she be endowed of all of the lands in the petition described, by holding in severalty during her lifetime the lot of 57 acres and the lot of Eight acres mentioned in said report, subject to the right of way across the same for the benefit of the lot assigned to Gertrude R Boring and William Boring. Also, it appearing to the Court that the division of the said lands between said heirs, as mentioned in said report is equitable and just, and for the benefit of all of said parties, and with which they are all satisfied; and it appearing that the said Gertrude R Boring and William Boring, by their said Guardian Elect to take said lot assigned to them at its valuation of $2900.00 and that said Ella Dodge, Alice Rogers, Anna Schuler and Etta Miller Elect to take the lots assigned to them at the valuation thereof of $7100.00. Now therefore it is ordered and decreed by the Court that the said Report be, and the same is by the court confirmed in all respects, and the said parties hold in Severalty said land in the manner set forth in said report, leaving the dower lots of 57 acres and 8 acres to be divided when the dower estate ceases. And it appearing to the court that by the elections made by said parties as aforesaid there is $443⅓ to be paid to Gertrude R Boring by the others to whom the ballance of said land was assigned. Therefore it is ordered and decreed that Ella Dodge, Alice Rogers, Anna Shuler and Etta Miller together pay to the Guardian of said Gertrud R and William Boring for her said wards said sum of $433⅓, one third in hand, one third in one year, and one third in two years, with interest from this day, and the same to remain a lien on said land until the money be paid.

Further it is ordered that the plat of said lands attached to said report be recorded as part of the recorded in this case, and that the costs of this proceeding, including an attorney fee of $100, to Robinson and Woodburn be paid by all of said heirs of A.S. Boring in Equal parts, within twenty days, and if default be made, that execution may issue against either one failing to pay, for her share of said costs.

Friday April 10th 1891

No 6145 — Effie G Crummie vs Dorie H Marshall et al

It appearing to the Court that Dorie H Marshall Hank E Marshall, and Vertie M Marshall, are minors under the age of fourteen years, and have been legally served by publication, on file herein, on motion of the plaintiff W S Hoopes, is hereby appointed Guardian for this suit, for said Minor defendants. And now comes W. S. Hoopes and in open Court accepts said appointment.

6145 — Effie G ~~Crummie~~ vs Dorie H Marshall et al

And now this Cause coming on to be heard on the petition of Effie G Crummie, and the Evidence, the Court find that all of the defendants have had the legal notice of the pendancy and demand of said petition, and that they are in default for answer thereto, except as by the Guardian ad litem, appointed herein.

Therefore the Court find that the plaintiff and the defendants herein named, are tenants in common, in the estate described in the petition That the said Effie G Crummie, widow is entitled to dower therein and that subject thereto, the defendants Dorie H Marshall, is entitled to one third (1/3). Hank E Marshall is entitled to one third (1/3) and Vertie M Marshall is entitled to one third (1/3) Each a legal right to the one third part thereof, subject to said dower; and the plaintiff is entitled to have partition made of said premises as prayed for in her said petition.

It is, therefore ordered, adjudged and decreed that partition of said Estate be made, and that dower therein be assigned to Effie G Crummie; And W. P. Beightler W. F. M. Pennington and Charles McCune, three Judicious and disinterested freeholders, See Page 508. for entry in full--

6170 — Morgan Savage vs Luther Leggett et al

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 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 $1735.-89/100 it is therefore considered that said plaintiff do recover of said defendants the said sum of $1735.89/100 so as aforesaid confessed to be due, together with costs of suit herein to be taxed 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

Friday April 10th A.D. 1891

6145 Effie G Crumrine vs Don H. Marshall et al

Countenance of Jury 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 divided by meters and bounds, that said appraisers will appraise said premises, And it is ordered that a writ 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 hereinbefore severally found entitled, and also to cause to set of and assign, in manner above ordered the dower of the said Effie G. Crumrine, or if that cannot be done without manifest injury then that they appraise as aforesaid,

And of his proceeding herein the said Sheriff is ordered to make due return,

6084

No 6146. Nathan Howard vs Charles Erb. et. al

This day came the plaintiff by his attorneys and the defendants Charles Erb and Viola Erb, both failing to answer or demur to plaintiffs petition, the court find that said defendants are indebted to the plaintiff in the sum of three hundred and ninety three and 66/100 dollars, ($393 66/100) on the promissory note set up in plaintiffs petition, and as therein set forth, and drawing eight per cent interest as therein alleged.

It is therefore considered and adjudged that the plaintiff Nathan Howard recover of said defendants, Charles H Erb and Viola Erb, said sum of $393 66/100 so found to be due, as aforesaid, together with eight per cent interest thereon from the 8th day of april 1891. and also his costs in this behalf expended, taxed to $.

No 6129 Wesley Garrard. vs Susan Welch 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 Susan S Welch, 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 her title; and a writ of Possession is awarded

Friday April 10th A.D. 1891

To put said purchaser in possession of said premises,
It is further ordered that the Clerk cause satisfaction of the mortgage sued on, to be made, and 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 $534.00 it is ordered that the Sheriff out of the money in his hands pay —
1st the costs of this action, Taxed at $30.27
2d the ballance of said proceeds to said plaintiff on his claim, due & to become due, amounting to — $503.73

Joseph Neer.
6084 vs
Senior Coder 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 made in all respects in conformity to law, and the order of the court; it is ordered that said sale and proceedings be, and the same are hereby confirmed and approved, . And it is further ordered that the said sheriff convey to the purchaser Joseph Neer by deed according to law, the property so sold, and the said purchaser is hereby subrogated to all the rights of the said lien holder, in said premises as far as they may be paid herein, for the protection of his title and a writ of possession is hereby awarded to put said purchaser in possession of said premises
It is further ordered by the Court that the Clerk cause satisfaction of the said 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 $466.20 it is ordered that the sheriff out of the money in his hands pay; 1st to the treasurer of this County the taxes, penalty and interest against said property to wit the amount of $
2d The costs in this action taxed at $45.86
3rd To the plaintiff, Joseph Neer, the amount heretofore found due him with interest, to wit; the sum of $392.14
4th to the defendant, Seniora Coder, and Adelia Coder, the ballance of the said money remaining in the said Sheriff's hands to wit
$

Friday April 10th A.D. 1891

5980, Charles Phillips vs Jacob P Kimball et al

This cause came on for hearing upon the ~~report~~ return of the Sheriff and Report of the commissioners heretofore appointed herein, and on the motion to confirm the same, and it appearing that said estate cannot be divided by metes and bounds without manifest injury to the values thereof. And that said commissioners have made and returned their appraisement of said premises free from dower, to wit, in the sum of $20457.40/100, 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 therefore neither of the 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 Court House; And that an order issue therefor to the Sheriff of Union County to sell said Estate in seperate lots as reported by the commissioners And that said Sheriff return his proceeding to this Court without unnecessary delay.

No 6065 The Columbus Coffin Company vs Joseph T Wells et. al.

This day this cause came on to be heard on the motion and showing of J T Wells, On consideration whereof the Court order, and the Injunction heretofore granted is hereby dissolved. And it appearing to the Court that this case has been settled, and the claim of the plaintiff fully paid by the said J T Wells, this action is dismissed at the costs of the plaintiff taxed to. $-

No 5973 Mary L Rogers vs Robert W Thompson et al

On Motion by the plaintiff and it appearing that lot No 46, in the Village of New Dover, Ohio and also lot No 37, in said village have been inadverlantly omitted in the petition. It is ordered that plaintiff have leave to file an amendment to his petition instanter including said omitted property - and as to said two lots to be included in said amendment. the rights of George E Thompson are reserved for further order.

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Saturday April 11th 1891

5953 J G Wallace et al
vs
M W Neill et al

This day this Cause came on for hearing on motion of plaintiffs to confirm the report of the Receiver herein made, 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 report of said Receiver, be, and the same hereby is confirmed And the Court coming now to distribute the proceeds of the sale of the property, amounting to $617.00 it is ordered that the said receiver pay.

First;	To the clerk of this Court, the costs herein taxed at.	$.
Second;	To Thomas Martin Receiver the sum of—	$55.00
Third;	To the appraisers, S R Greenawalt, C R Comer & George R Carroll.	18.00
Fourth;	" Said Receiver, for cash advanced in boarding appraisers	6.00
Fifth;	" Marysville Tribune for printing	2.00
Sixth;	" Robinson & Woodburn, attorneys for Receiver	10.00
Seventh;	" W W Merchant & J M Brodrick attorneys for plaintiff	50.00
Eighth.	" Wells & Carter Rent of Building	99.50
Ninth;	" S P Elliott & Sons. Judgment,	70.75

Tenth And the two thirds of the remainder to J A Hess on his judgment against J. G. Wallace.

Eleventh The one third of the remainder to Joseph H Darling

6091 Pellington Phillips & Woods,
vs
Thomas A Mapes.

Now comes the defendant J W Henderson and it appearing to the Court that the Judgment heretofore rendered in this action to wit on the 16th of April 1870 for the sum of $46.05 with interest from said date, on the Docket of Wesley Garrard Justice of the Peace for Paris Township Union County Ohio, in favor of said plaintiff and against said defendants. T. A. Mapes as principal and D W Henderson as his surety, a Transcript of which has been duly filed in this Court for Execution, has become dormant by lapse of time; and that the same except a credit of $5.00 of May 21st 1870, has been paid in full by D W Henderson as such surety, and that said D W Henderson is now the owner of said Judgment by assignment from said Plaintiff, and by virtue of having paid it as aforesaid, But that certain payments have been made on said Judgment, To wit; Said credit of $5.00 of May 21st 1870 A Credit of $5.00 Aug 13th 1883, A credit of $10.00 Sept. 14th 1885 A Credit of $5.00 Feby 7th 1890, A Credit of $5.00 March 10th 1890 A Credit of $8.00 June 19th 1890, And that the ballance still remains unpaid, It is ordered therefore that said Judgment be revived unless sufficient Cause be shown against the same within the time

limited by law; upon the service of this order upon the said defendant, and stand as so revived in the name, and favour of said D W Henderson, against the said T. A. Mapes, but subject to the orders above stated.

6148 William Caryl et al
vs
Samuel Waddel et al

This cause now coming on for hearing on the motion of defendants to modify the temporary injunction heretofore granted in this case by this Court; the Court on consideration thereof overrules the same,

Leave is given defendants to file answer in 30 days

6149 George W Harris et al
vs
W S Davis et al

This cause now coming on for hearing on motion of defendants to modify the temporary injunction in this case heretofore granted by this Court; the Court on consideration thereof overrules the same

Leave is given defendants to file answer in 30 days

6071 Robinson Curry & Co.
vs
George B Frazier et al

This day came the parties and this cause came on to be heard upon the return of the Sheriff of the order of sale issued herein, with the report of his proceedings, and sale of land under said writ, And the Court having carefully examined said proceedings, being satisfied that said sale has, in all respects been made in conformity to ~~law~~ the provisions of the statutes in such cases 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 Nancy J Frazier a deed in fee simple for the lands and tenements so sold. Out of the proceeds of said sale it is ordered that the said Sheriff pay; First; to the treasurer of said county the taxes and penalty due on said lands, to wit; the sum of $ 00,
Second; To the clerk of this court, the costs of this action taxed, at $ 62 36
Third; To the plaintiff & to Church Brothers & Weild, their respective claims to wit; To plaintiff $ 258 50, To Church Bros. & Weild $ 61 52
and the ballance of the proceeds of said sale be paid to Nancy J Frazier.

Saturday April 11th 1891

6135 Daniel S Mulvain vs William Styer

This day leave was granted plaintiff to file petition in Ten days from the rising of the court.

6093 Charlotte M. Betts vs John C. Ramsey et al

On Motion of the plaintiff and on her producing the return of the Sheriff of the Sale made by him 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 on motion of plaintiff it is further ordered that the said Sheriff convey to Charles A. Francisco as Trustee, by deed according to law, the property so sold, and a writ of possession is awarded to put said Charles A. Francisco, Trustee into possession of said premises. 5970

It is further ordered that the clerk cause cancellation 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 $2300.00 it is ordered that the said Sheriff out of the money proceeds of said sale pay,

First - To the Treasurer of this county the taxes, penalty and interest against said property, to-wit; the sum of $133.95

Secondly, The costs of this action taxed at $44.45 and the costs of surveying said premises as agreed upon by the parties in this case amounting to $10.00

Thirdly - To the plaintiff Charlotte M. Betts the ballance of said money remaining in his hands, to-wit; $2111.60 to be applied as a credit upon her judgment against the said John C. Ramsey defendant,

And there still remaining due to said Charlotte M. Betts the sum of $243.02 it is ordered that she recover the same from the defendant John C. Ramsey and Execution is awarded therefor.

Certificate for Sheriff's pay

Marysville O. April 11th 1891

To Hon John A Price, Judge

The court charges for the adjourned Feby Term A.D. 1891 Union County Common pleas, are due for services rendered as as follows;

Union County, Ohio.

To Thomas Martin Sheriff Dr

To E. P. Houghton	3 days	$6.00
" J. W. Lawrence	3 days	6.00
	Total - - -	$12.00

I hereby certify the above bill to be correct.

Thomas Martin Sheriff Union Co O

To the Clerk of Court, Union County.

You will make entry of the above bill and certify the same to the County Auditor

John A. Price

Judge Common pleas court.

5973 Mary L Rogers vs Robert H. Thompson et al

This Cause coming 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 caused survey of said lands, in convenient tracts to be made, and the Court finding that said survey is for the best interests of all parties, and that the apportionment made, by the Commissioners is for the best interests of the Estate, and properly Made, the Court, therefore find the said return and proceedings in all respects correct, and in conformity to law, and do therefore confirm and approve the same, And thereupon, neither of the parties electing to take said premises at the appraised Value, And the said Elizabeth Thompson, having by her answer, waived her dower by metes and bounds And ask that in lieu thereof its Value be paid her in money

On motion of the Plaintiff it is ordered that said premises be sold at public Auction, and that an order issue therefor to the Sheriff of Union County, And it is further ordered that seperate orders of Sale, may be issued for several Tracts or tract of said land.

And the Sheriff is ordered to return his proceedings to this Court without unnecessary delay

Lot No 37, ~~and part of Lot No 46~~, in New Dover Ohio, are not included in this order.

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Saturday April 18th 1891

The State of Ohio } In Probate Court
Union County ss } January Term 1881.

The John Wagner, Sons.
against.
Charles Perry and Sarah J Perry.

Certified Copy of Journal Entry
Proceedings in aid of Execution

March 11th AD 1891

This day came the parties with their attorneys, and upon examination of the defendants, it is found that they have certain property in their hands, and under their control, to wit; a stock of merchandise for keeping a saloon, in Marysville, Union County Ohio, consisting of Wine, Whiskey, Beer &c, and which is not exempt from execution

It is therefore by the Court ordered that the said Charles Perry and Sarah J Perry, or either of them cause said property to be delivered over to the Sheriff of said County, that it may be applied in part satisfaction of said Judgment.

The 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 John Wagner Sons, vs Charles Perry and Sarah J Perry, and that said foregoing copy has been compared by me with the original entry on said Journal and that the same is a correct and full and true transcript thereof

Seal

In Testimony Whereof I do hereunto subscribe my name officially, and affix the seal of said Court, at the Court House in Marysville, in said County this 17th day of April AD 1891

Leonidas Piper Probate Judge

May First. 1891

In Probate Court. January Term AD 1891

The State of Ohio.
Union County ss:

Mary Wollam
vs
Catharine Mast et al

Journal Vol. 12 Page 200.
Certified Copy of Journal Entry.

Monday May 27th AD 1891.

Mary Wollam - plaintiff
vs
Catharine Mast et al defendants.

Application for appointment of Receiver.

On application of Mary Wollam herein for the appointment of a receiver herein, and it being made to appear that there is no Judge of the Supreme Court, or the Court of Common Pleas, present in the County, and that the plaintiff is entitled to have a receiver appointed, this action being a proper one for such appoint. — M Bishop is hereby appointed receiver in said action

That before entering upon his duties as such receiver the said M Bishop shall execute an undertaking to Mary Wollam, - Catharine Mast et al, in the sum of Five hundred dollars ($500.00) with Surety to be approved by the Clerk of the Court of Common Pleas, Conditioned as required by law. And further it is ordered that said receiver be sworn as by Statute required in such case,

The 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 No 12, Page 200, of the Proceedings of the Probate Court within and for said County in the Matter of Mary Wollam plaintiff vs Catharine Mast et al, and that said foregoing Copy has been compared by me with the original entry on said Journal No 12 page 200 - and that the same is a correct and full and true Transcript thereof.

Seal

In Testimony Whereof, I hereunto subscribe my name officially and affix the seal of said Court at the Court-House in Marysville, in said County this 27th day of April AD 1891

Leonidas Piper, Probate Judge

Friday april 10th 1891

Velasco J Case et al.
6157½ vs
Unknown heirs of Jopher Case et al

In the above entitled case for the perpetuation of testimony, as set out in said petition, at an adjourned session of the March Term of said Court, holden at Marysville, Union County Ohio, on the 10th day of april AD 1891, Upon presentation to said Court of the notice heretofore made, as ordered by the publication in the Marysville Tribune for four consecutive weeks, And it appearing to the court, that the Marysville Tribune, wherein said notice was published, was a paper of general circulation in said County of Union and State of Ohio.

And the Court being advised in the premises does approve the same and order the same to be made a part of the Record herein,

Saturday April 11th AD 1891

Velasco J Case et al.

6157½ vs

The Unknown heirs of Zopher Case et al.

Order to Examine Witnesses to Perpetuate Testimony.

Upon the duly verified Petition herein, it is ordered by the Court that the examination of said witnesses therein, to wit; Azuba Case, and Morris Case upon the said several interrogatories to them severally propounded, be, and the same is hereby allowed. Ordered that the time and place of such examination shall be on the 23d day of April AD 1891, at the residence of said Azuba Case, in Taylor Township, Union County Ohio, and that the time and place of Examination of Morris Case shall be on the 24th day of April AD 1891, at the office of J M Kennedy Marysville Ohio.

Ordered Further; It being made to appear to the satisfaction of the Court that that the said unknown heirs of said Zopher Case, and others named in said Petition cannot be personally notified, and the Court being fully advised in the premises does further order that said parties be duly notified by notice published in some news paper of General Circulation in the said County of Union, and State of Ohio, for four consecutive weeks, preceding the taking of said depositions. And it is also further ordered that Edward E Cole, a competent attorney of this Court, be and he is hereby appointed to examine the petition and to prepare and file Cross Interrogatories contained in said petition, and the said Witnesses shall be examined upon said interrogatories and cross interrogatories and no others shall be propounded to them, And every statement of every such witness must be responsive to some one of such interrogatories propounded, to him or her.

Ordered Further: That such depositions shall be taken before A H Kollefrath, a Notary Public, in and for said County of Union and State of Ohio, who is hereby appointed and especially authorized to take the same, and who is hereby required to return the same with his proceeding in such behalf to the office of the Clerk of this Court without delay.

It is also further ordered that the Deposition of Luther C Case be taken at the office of J M Kennedy in Marysville Ohio on the 15th day of May AD 1891

Monday May 25th A.D. 1891

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

This Separate Session of the court of common pleas of the 3d Sub-Division 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 of our Lord One thousand Eight-hundred and Ninety-one, held in the court house in the town of Marysville County and State aforesaid, was begun on Monday the 25th day of May in the year aforesaid.

Present:
Hon John A. Price,
Judge of the 10th Judicial District of Ohio
Thomas Martin
Sheriff of Union County Ohio

Attest:
R. McCrory
Clerk of the court of Common Pleas of Union County Ohio
By W. M. Winget
Deputy.

The venire facias for a grand jury, heretofore issued, and returnable this day at 10 O'clock A.M. was duly returned by the Sheriff with his indorsement thereon as follows, to wit: The State of Ohio Union County S.S.
On the 7th day of May 1891. I served this writ on the within named Martin Snider - W. S. Lee, James M. Hoskins, John Downey, George Neutzel, Ira Donahoe, William Green, Thomas Baldwin, Albert Morse, George Culp, J. F. Sedley, Emanuel Fox, E. G. Piper and Albert Sayer -
Thomas Martin Sheriff -
And upon calling the same in open court. W. S. Lee, Jas M. Hoskins, C. A. Moore, John Downey, George G. Neutzel, Ira Donahoe, Thomas Baldwin, Albert Morse, George Culp, J. F. Sedley, Albert Sayer and E. G. Piper appeared in answer thereto and the panel being incomplete the following named persons who had been summoned as petit jurors to wit: John Greenbaum, Malin Wright and Frank Andrews were called and answered to their several names and the panel being full, the court appointed E. G. Piper 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 by the Sheriff.
The following named persons compose the Grand jury.

1 E. G. Piper, Foreman	6 Thomas Baldwin	11 C. A. Moore
2 James M. Hoskins	7 Albert Morse	12 John Greenbaum
3 John Downey	8 George Culp	13 Malin Wright
4 George G. Neutzel	9 J. F. Sedley	14 Frank Andrews and
5 Ira Donahoe	10 Albert Sayer	15 W. S. Lee

6069

6203

6204

Monday May 25 A.D. 1891.

6069 James T. Black Receiver &c
vs
Smith and Webb

Now comes the plaintiff by his attorney and the defendant being in default for demurrer or answer 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 $1212.48
It is therefore considered by the court that the said plaintiff James T. Black Receiver &c recover from the defendants Smith and Webb the sum of $1212.48 and his costs herein expended.

6203 Bank of Richwood
vs
Joshua H. Howeson et al

This day came the plaintiff by L.L. Gardiner atty and thereupon came E.W. 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 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 $323.60.
It is therefore considered that said plaintiffs do recover of said defendants the said sum of $323.60 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 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.

6204 Bank of Richwood
vs
Joshua H. Howeson et al

This day came the plaintiff by L.L. Gardiner attorney and thereupon came E.W. 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 & 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 $1011.00
It is therefore considered that said plaintiff do recover of said defendants the said sum of $1011.00 so as aforesaid confessed to be due, together with costs 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.

Monday May 25th A.D. 1891

The Union Central Life Ins Co }
6182 vs }
John H Temple et al }

Now comes the Plaintiff by its attorney, and the defendants being in default for answer and demmurer, the court finds the allegations of the Petition are confessed by them to be true, and that said John H Temple is indebted to plaintiffs in the sum of $1560.30 on the promissory notes set-forth in the petition with interest calculated thereon to the first day of this term.

It is therefore considered by the court that the said plaintiff The Union Central Life Ins. Co recover from the said defendant John H. Temple the said sum of $1560.30 with 8% from the first day of this term and his costs expended in this behalf.

The court further finds that in order to secure the payment of the notes set-forth in the first cause of action of the Petition, the defendants John H. Temple and Mariah Temple his wife, executed and delivered to said Union Central Life Ins Co. their certain Mortgage in the petition described; that said Mortgage was duly recorded in book page 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 John H Temple 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% from the 1st day of this term 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 directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this court for further order.

5309

5924

6152

5521

Robert Sammler }
5977 vs }
William Moodie et al }

This cause coming on for hearing, and a jury being waived was submitted to the court upon the pleadings and evidence on consideration whereof the court find there is due the plaintiff from the defendant Alford Hale the sum of $100.40 with 8% from May 25th 1891

It is therefore considered by the court that the plaintiff recover from the said defendant Alford Hale the said sum of $100.40 with 8% interest from May 25th 1891 and his costs herein expended taxed at $

It is further ordered by the court that this cause be dismissed as to the defendant Wm Moodie and that the plaintiff pay the costs made against said Moodie in this action.

No 6166

Monday May 25th A D 1891

5309 George Millett vs W. T. Hoops

This day this day this case was settled by the parties on the terms and consideration that each party pay his own costs herein taxed to $ It is therefore considered ordered and adjudged that each party his own costs herein taxed to $

5924 Fleetwood Courtright vs F. M. Taylor

Leave is given to defendant to file answer instanter and same is filed

6152 John Markley vs Winget Harriman et al

On motion of the defendant by his atty, leave leave was given to Winget Harriman to file answer within 10 days

5521 Mercy M. Bland vs Ira Ferner

This day this cause is continued upon the motion and showing of defendant and at his costs

It is therefore considered that the plaintiff recover of defendant the costs of this term taxed to $

No 6161 Samuel Westlake et al vs John H. Cartwell et al

See Page 527

Court then adjourned until 9 o'clock tomorrow morning

Thursday May 26th A. D. 1892

Court convened at 9 o'clock this morning pursuant to adjournment. His Honor John A Price Judge presiding.

5967 Hingley & Wagner vs Lemon Brothers } Leave given to defendants to file an amended answer and same filed

6134 R. W. Thompson et al admrs vs George E Thompson } On Motion this cause is dismissed at cost of plaintiffs.

It is therefore ordered and adjudged by the court that the plaintiffs pay the costs herein taxed at $

6160 Mary Wollam vs Catherine Mast et al } On Motion leave is granted to the defendant Maria Hutson to file answer instanter, and answer was filed

6075 Velasco & Case vs Lucretia Hoont et al } This day this cause came on to be heard on the return of the Sheriff of the order of sale heretofore issued in this case together with his report of his proceedings and sale of the lands and tenements heretofore attached in this cause and ordered sold by the court, and the court having carefully examined the said proceedings and sale, and being satisfied that the said proceedings and sale have 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 therefore approve and confirm the same, and it is further ordered that the Sheriff make to the purchaser James W. Robinson ~~ordered~~ a deed in fee simple for the said lands and tenements so sold as aforesaid and the question of the distribution of the proceeds of said sale is passed to be decided and disposed of during the present term of court.

5842 C Aultman & Co vs J R Mitchell } This day this cause was dismissed at cost of defendant Judgment against defendant for costs

6094

Tuesday May. 26th. A.D. 1891

6094 Carrie L Gabriel vs Rodney Gabriel } 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 after hearing the testimony, and Counsel for plaintiff do find as follows, to wit;

II.- That said parties were duly Married, as stated in the petition.

III.- That due notice of the pendency of this petition has been served on the defendant,

IIII.- That defendant has been guilty of Gross neglect of duty, and cruelty as alleged in the petition,

It is therefore ordered and adjudged by the Court, that the plaintiff be divorced from the defendant, and that she be restored to her former ~~Maiden~~ Name, of Carrie L Davenport, and recover her costs herein expended & from said defendant Rodney Gabriel,

The State of Ohio vs Henry De C. Richards } Indictment for Attempted Blackmail.

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. Thereupon the court set the 15th day of June 1891 for the day of trial.

Court then adjourned until 9 o'clock to morrow Morning.

Wednesday May 27th A.D. 1891.

Court convened at Nine oclock this morning his honor John A. Price Judge presiding

No 616

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;

1 E.G. Piper	6 John G. Bentzel	11 J. F. Ledley
2 W. S. Lee	7 Ira Donahoe	12 Albert Sayer
3 James M. Hoskins	8 Thomas Baldwin	13 John Greenbaum
4 C. A. Moore	9 Albert Morse	14 Malin Wright
5 John Dominy	10 George Culp	15 Frank Andrews

and presented to the court through their foreman E. G. Piper their certain bills of indictment against Thomas Scott for Embezzlement and John Johnson for Assault and Battery, Each Indorsed "A true Bill." Eli G. Piper,

Foreman of Grand Jury

also their farther report which follows

To the Honorable John A. Price

Judge of the Court of Common Pleas Greeting

The Grand jury of the court of Common pleas of said county, of the May Term 1891, beg leave to report that they have been in Session three days and herewith return to the indictments presented by said jury: We have carefully examined into all such matters as have legitimately come to our notice, having examined thirty six witnesses covering Eight cases and presented two bills and ignored six 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 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

May 27th 1891. Eli G. Piper, Foreman.

Monday May 25th AD 1891.

No 6161 Samuel Westlake et al. vs John W Clark et al.

Now comes this said plaintiff and the defendants came not, and made default herein, and thereupon said plaintiff submitted this case to the Court, and the Court being fully advised in the premises finds that the allegations of the plaintiff's petition are true and said description should be corrected as prayed for in said petition, and that said plaintiffs ought to recover of said defendants John W Clark and Joseph W. Cartwell in equal proportions the sum of ($588.00) Five hundred and eighty eight dollars, the amount found due on said note and mortgage, and that the same is a lien on the premises described in said petition

It is therefore considered ordered and adjudged that the description of said premises be corrected as asked for in said petition and that if said sum of money is not paid within 5 days, that an order of sale issue to the Sheriff of Union County, Ohio, directing him to sell said premises according to law, in separate lots, as follows, – First – that portion of said premises conveyed to said Clark Exclusively, by Isaiah Westlake. Second – that part of said premises conveyed by Josiah Westlake to said Clark, and said Cartwell jointly, Except that portion conveyed by said Clark, to said Cartwell, offering such parcel thereof, separately, and that said Sheriff be directed to report his proceedings herein to this Court, and for all other purposes this case is continued.

Wednesday May 27th A.D. 1891.

Charles Phellis jr }
3480 vs }
Jacob P. Kimball et als }

This day came the parties and their attorneys, and thereupon this cause came on to be heard 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 sales are approved and confirmed, and the said Sheriff is ordered by deed duly executed, to convey to the said purchasers the said premises in fee simple clear of all incumbrances as follows, to-wit; The 109 acre lot, the 54 acre lot and the 48 acre lot to Nathan Howard the purchaser thereof in one deed. ~~He~~
The lot of 33.15 acres to A. J. Rigdon the prchaser thereof (by one deed)
The lot of 50 acres, and the house and lot to W.H. Guy, the prchaser thereof by one deed, and the 4.70 acre lot by one deed to Nellie A Phellis the purchaser thereof. ~~Ar~~
And the 46.50 acre lot to Wm F. Howard the purchaser thereof and each being for the premises sold to them respectively, as shown by the return of said Sheriff.
And the court does further find that Elias Phellis mentioned in plaintiffs petition, as a brother of said Charles Phellis deceased has long since died leaving neither widow or child. Nor direct heirs and the proceeds of the said sale of said lands all descend to the brothers and sisters of said Charles Phellis decd and their heirs at law as mentioned in the petition, and it is ordered adjudged and decreed by the court that the title ~~to~~ said lands be quieted as to said several purchasers against the said Elias Phellis and against any and all persons who may claim under or through him.
And the court does further find that the several parties hereto have and are entitled to an interest in said real estate so as aforesaid sold as the heirs at law and legal representatives of said Charles Phellis decd and in the following proportions to-wit;
The said Thomas Phellis the one undivided one fourth part thereof.
The said Sarah M. Guy, Sophia Campbell, Harriett Washburn, Jacob P. Kimball and Rebecca Wall, each the one undivided one twelfth part thereof.
The said Charles Phellis, Jacob W. Phellis, William Phellis, John L Phellis, Robert W. Phellis, Charles, Salisbury and Cyrus A. Snyder each the one undivided one thirty second part thereof.
The said Thomas J. Kimball, J.P. Kimball and Ott L. Kimball each the one undivided one thirty sixth part thereof.
The said Ida P. Bell, Charles E. Roberts and Viola Roberts each the undivided ninety sixth part thereof subject to the dower estate of said William Roberts therein.

And the court does find that the present value in money of the said dower estate of said William Roberts in the three ninety sixth parts thereof belonging to said Ida Bell, Charles P. Roberts and Viola Roberts to be $127.57-
And the court coming to the distribution of the proceeds of said sales, amounting to the sum of $2012.4.05- does order that the Sheriff out of the first payment therefor amounting to $670.7.68 now in his hands pay-
First- To the Treasurer of Union county $52-53 being the taxes and penalties due on the part of said premises in said county, and to the Treasurer of Madison county $31.41 being the taxes and penalties due on said premises in said county.
Second- To the Clerk of this court the costs of this action, including a counsel fee of $325.00 to Robinson and Woodburn for services herein taxed at $326.00 and a fee of $10.00 to John F. Lock for services as Guardian ad litum for said infant defendants herein taxed at $10.00 in all amounting to the sum of $716-93
Third- To said William Roberts said sum of $127.57 the value of his said dower estate-
Fourth- To said Thomas Phillis the sum of $1477.20 being one fourth of the residue.
Fifth- To each of the said Sarah M. Guy, Sophia Campbell, Harriett Washburn, Jacob P. Kimball and Rebecca Wall the sum of $492.40 being to each the one twelvth of said residue-
Sixth- To each of the said Charles Phillis Jacob W Phillis William Phillis, John L. Phillis, Robert W. Phillis, Charles Salisbury and Cyrus A Snyder the sum of $184.65- being the one thirty second of said residue-
Seventh- To each of said Thomas J Kimball, J P. Kimball and Ab L Kimball the sum of $164-13 being the one thirty sixth part of said residue
Eighth- To each of said Ida Bell, Charles P. Roberts and Viola Roberts the sum of $19.03. being one ninety sixth part of said residue less the said dower estate of said William Roberts-
That of the defered payments due on said premises sold to Nathan Howard each for the sum of $299.27 due in one and two years from the date of said sale, with 6% interest from date, and also to each of the said Sarah M. Guy, Sophia M. Campbell, Harriett Washburn Jacob P. Kimball and Rebecca Wall, the two promissory notes of said Nathan Howard each for the sum of $299.73- due in one and two years from date of sale with 6% interest from date, and also to each of said Charles Phillis, Jacob W Phillis, William Phillis, John L Phillis, Robert W Phillis, Charles Salisbury and Cyrus A Snyder the two promissory notes of the said Nathan Howard each for the sum of $112-41 due in one and two years from the day of sale with 6% interest from said date- and also to each of the said Thomas J Kimball and Ab L Kimball the two promissory notes of said Nathan Howard each for the sum of $99.93 due in one and two years from the date of said sale with 6% interest from date- and also to each of said Ida Bell

Charles P. Roberts and Viola Roberts the two promissory of the said Nathan Howard Each for $37.47 due in one and two years from the day of sale with 6% interest from said date, and that to secure the payment of each and all of said Notes the said Sheriff take a Mortgage from said Nathan Howard upon the premises so by him sold and conveyed to said Howard
That the defered payments due on said premises sold to William H. Guy the Sheriff deliver to said Thomas Phellis the two Notes of said William H. Guy Each for the sum of $187.50 due in one and two years from the date of said sale, with 6% interest from date, and also to Each of the said Sarah M Guy, Sophia Campbell, Harriett Washburn, Jacob P. Kimball and Rebecca Wall, the two promissory Notes of said William H. Guy, Each for the sum of $62.50 due in one and two years from date of sale, with 6% interest from date, and also, to Each of said Charles Phellis, Robert W. Phellis, Jacob W. Phellis, William Phellis, John L. Phellis, Charles Salisbury and Cyrus Snyder the two promissory notes of the said William H. Guy Each for the sum of $23.44 due in one and two years from the day of sale with 6% interest from said date.
And also to Each of the said Thomas J. Kimball, J. S. Kimball and Ab L. Kimball the two promissory Notes of said William H. Guy Each for the sum of $20.83 due in one and two years from the date of said sale, with 6% interest from date.
Also, to Each of the said Ida Bell, Charles P. Roberts and Viola Roberts the two promissory notes of the said William H. Guy Each for the sum of $7.81 due in one and two years from the day of said sale with 6% interest from said date and that to secure the payment of Each and all of said Notes, the said Sheriff take a Mortgage from said William H. Guy upon the premises so by him sold and conveyed to said William H. Guy.
That of the defered payments due on said premises sold to Nellie A Phellis, the Sheriff deliver to Thomas Phellis the two promissory Notes of Nellie A. Phellis Each for the sum of $217.59 due in one and two years from the date of said sale with 6% interest from date.
And also to Each of the said Sarah M. Guy, Sophia Campbell Harriett Washburn, Jacob P. Kimball and Rebecca Wall, the two promissory Notes of said Nellie A Phellis Each for the sum of $72.53 due in one and two years from date of sale with 6% interest from date.
And also to Each of said Charles Phellis, Jacob W. Phellis, William Phellis, John L. Phellis, Robert W. Phellis, Charles Salisbury and Cyrus Snyder the promissory Notes of the said Nellie A Phellis Each for the sum of $27.20 due in one and two years from the day of sale with 6% per cent interest from said date.
And also to Each of the said Thomas J. Kimball J. P. Kimball and Ab L. Kimball the two promissory of said Nellie A Phellis Each for the sum of $24.17 due in one and two years from the date of said sale, with 6% interest from date.

And also to each of the said Ida Bell, Charles A. Roberts and Viola Roberts the two promissory notes of the said Nellie A. Phellis each for the sum of $2.07 due in one and two years from the day of sale with 6% cent interest from said date and that to secure the payment of each and all of said notes the said Sheriff take a mortgage from said Nellie A. Phellis upon the premises so by him sold and conveyed to the said Nellie A. Phellis.

That of the defered payments due on said premises sold to A. J. Rigdon the Sheriff deliver to Thomas Phellis the two promissory notes of A. J. Rigdon each for the sum of $213.22 due in one and two years from the date of sale with 6% interest from date.

And also to each of the said Sarah M. Guy, Sophia Campbell, Harriett Washburn Jacob P. Keimball and Rebecca Wall the two promissory notes of said A. J. Rigdon each for the sum of $71.07 due in one and two years from date of sale with 6% interest from date.

And also to each of said Charles Phellis, Jacob W. Phellis, William Phellis John L. Phellis, Robert W. Phellis, Charles Salisbury and Cryon A. Snyder the two promissory notes of the said A. J. Rigdon each for the sum of $26.65 due in one and two years from the day of sale with 6% interest from said date.

And also to each of the said Thomas J. Keimball, J. P. Keimball and Ab. L. Keimball the two promissory notes of said A. J. Rigdon each for the sum of $23.69 due in one and two years from the date of said sale, with 6% from date.

And also to each of the said Ida Bell, Carles A. Roberts and Viola Roberts the two promissory notes of the said A. J. Rigdon each for the sum of $8.88 due in one and two years from the day of sale, with 6% interest from said date. and to secure the payment of each and all of said notes the said Sheriff take a mortgage from said A. J. Rigdon upon the premises by him sold and conveyed to the said A. J. Rigdon.

That of the defered payments due on said premises sold to William L. Howard, the Sheriff deliver to said Thomas Phellis the two promissory notes of said William L. Howard each for the sum of $159.84 due in one and two years from the date of sale, with 6% interest from date.

And also to each of the said Sarah M. Guy, Sophia Keimball Harriett Washburn, Jacob P. Keimball and Rebecca Wall the two promissory notes of said William L. Howard each for the sum of $53.28 due in one and two years from date of sale with 6% interest from date.

And also to each of said Charles Phellis, Jacob W. Phellis, William Phellis, Jacob L. Phellis, Robert W. Phellis, Charles Salisbury and Cryon A. Snyder the two promissory notes of the said William L. Howard each for the sum of $19.98 due in one and two years from the date of sale with 6% interest from said date.

And also to each of the said Thomas J. Keimball, J. P. Keimball and Ab. L. Keimball the two promissory of said William L. Howard each for the sum of $17.76 due in one and two years with 6% interest from date.

And also to each of the said Ida Bell, Charles P. Roberts and Viola Roberts the two promissory notes of the said William F. Howard each for the sum of $6.66 due in one and two years from the day of said sale with 6% interest from said date, and that to secure the payment of each and all of said notes the said Sheriff take a mortgage from said William F. Howard on the premises so by him sold and conveyed to said William F. Howard.

6029

It is ordered that the said Sheriff take the said mortgages securing said notes to the parties herein as Trustee for the use and benefit of each and all the parties herein, and that he have the same recorded in the proper counties.

6030

William M. Wright et al Mf Directors
vs
6187 Jane Spencer

This cause coming on for hearing was submitted to the court upon the pleadings and evidence: on consideration whereof the court find that the equities of the case are with the plaintiffs.

Therefore it is ordered, adjudged and decreed by the court that the real estate described in the petition be sold according to law at public auction for cash or on payments as the plaintiffs may elect.

6031

It is further ordered that an order of sale be issued to the Sheriff of Union county directing him to appraise, advertise and sell said premises and report his proceedings without unnecessary delay.

6032

6033

Court then adjourned until June 1st A.D. 1891 at one o'clock P.M.

6034

Monday June 1st A. D. 1891

Court convened at One o'clock P. M. pursuant to adjournment his honor John A Price Judge presiding.

6029 John L. Cartwell et al vs Board of Education of Darby Tp

Now comes the plaintiffs and dismisses this action at their own costs without prejudice to a future action
It is therefore considered that the plaintiffs pay the costs of this action taxed at $ and execution is awarded.

6030 John L. Cartwell et al vs Board George Gardner

Now comes the plaintiffs and dismisses this action at their own costs without prejudice to a future action.
It is therefore considered that the plaintiffs pay the costs of this action taxed at $ and execution is awarded.

6031 John L. Cartwell et al vs Mary E. Kerrock

Now comes the plaintiffs and dismisses this action at their own costs without prejudice to a future action
It is therefore considered that the plaintiffs pay the costs of this action taxed at $ and execution is awarded.

6032 John L. Cartwell et al vs Mary E Bailey

Now comes the plaintiffs and dismisses this action at their own costs without prejudice to a future action.
It is therefore considered that the plaintiffs pay the costs of this action taxed at $ and execution is awarded.

6033 John L. Cartwell et al vs Wm E. Cooperider

Now comes the plaintiffs and dismisses this action at their own costs without prejudice to a future action.
It is therefore considered that the plaintiffs pay the costs of this action taxed at $ and execution is awarded.

6034 John L. Cartwell et al vs John Berry

Now comes the plaintiffs and dismisses this action at their own costs without prejudice to a future action. It is therefore considered that the plaintiffs pay the cost of this action taxed at $ and execution is awarded.

6035 John L. Cartwell et al
vs
James Wolcutt

Now come the plaintiffs and dismisses this action at their own cost without prejudice to a future action.
It is therefore considered that the plaintiffs pay the costs of this action taxed at $ and Execution is awarded.

6036 John L. Cartwell et al
vs
Jane Brown

Now comes the plaintiffs and dismisses this action at their own costs without prejudice to a new action.
It is therefore considered that the plaintiffs pay the costs of this action taxed at $ and Execution is awarded.

6037 John L. Cartwell et al
vs
Al Robinson

Now come the plaintiffs and dismisses this action at their own costs without prejudice to a new action.
It is therefore considered that the plaintiffs pay the costs of this action taxed at $ and Execution is awarded.

6038 John L. Cartwell et al
vs
Mary Brown

Now come the plaintiffs and dismiss this action at their own cost without prejudice to a future action.
It is therefore considered that the plaintiffs pay the costs of this action taxed at $ and Execution is awarded.

6039 John L. Cartwell et al
vs
Andrew L. Farmer

Now come the plaintiffs ~~and~~ dismisse this action at their own costs without prejudice to a future action,
It is therefore considered that the plaintiffs pay the cost of this action taxed at $ and Execution is awarded.

6058 John L. Cartwell et al
vs
Wm A. Colwell

Now come the plaintiffs and dismisses this action at their own costs without prejudice to a future action,
It is therefore considered that the plaintiffs pay the costs of this action taxed at $ and Execution is awarded.

Court then adjourned until 9 O clock tommorrow morning.

6180

6185

Tuesday June 2d A.D. 1891

Court convened at 9 o'clock this morning pursuant to adjournment.
Present
Hon John A. Price, Judge.

6180 Ex parte
Enos A Bell et al }
Trustees &c }

This day this cause came on to be heard upon the petition and evidence and the same was submitted to the court, On consideration whereof the court find the allegations of the petition to be true; That there are forty seven members of said congregation, forty five of whom have signed a written agreement asking said Trustees to sell the interest of said Christian Church. That acting thereunder said Trustees have contracted to sell said interest to the Christian Union Church.

It is therefore considered and ordered by the court that said Trustees proceed to complete said sale to said Christian Union church and report their proceedings to this court for confirmation without unnecessary delay.

Elenore Tatum }
vs }
6185 Wm J. Warbert et al }

Leave to file amended answer and cross petition of Wm Atkinson having been first obtained from the court the same is hereby filed.

6177 Lorther Weiget
vs
Sarah E. Webster et al

This cause coming on for hearing on the petition of the plaintiff and the evidence, the court find that the defendants have each been duly served with summons in this case, and they are each 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 Sarah E. Webster and W. O. Webster on the promissory note set forth in the petition with interest to the first day of this term the sum of Fifteen hundred and Ninety dollars and for taxes paid on said Mortgaged premises by the plaintiff Thirty & 1/100 dollars, both claims aggregating the sum of $1620.10. 6061 5497
The court further find that in order to secure the payment of said note the defendant Sarah E. Webster who was the owner in fee simple of said Mortgaged premises and W. O. Webster her husband Executed and delivered to said Lorther Weiget their certain Mortgage as in the petition described on the premises therein described, that said Mortgage was duly recorded in Book 21 page 593 of the record of Mortgages of Union County and is a good and valid lien on the premises in the petition described, and that the conditions of said Mortgage have been broken, It is therefore considered by the court that the plaintiff recover from the defendants the said sum of $1620.10 and his costs herein expended,
And it is further ordered adjudged and decreed that unless the defendants Sarah E. Webster and W. O. Webster 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 of $1620.10 with interest on $1590.00 at 8% interest from the first day of this term and on $30.10 at the rate of 6% 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 -

Wednesday June 3d A. D. 1891.

Court convened at 9 o'clock this morning pursuant to adjournment
Present
His Honor John A Rice Judge

6061 Lorena Graham
vs
Bank of Richwood

This day this cause came on to be heard on the demurrer of the defendant to the petition and was argued by counsel on consideration whereof the court do sustain said demurrer, and leave is granted to plaintiff to amend within 30 days.

5497 Sarah A. Gates
vs
Ichabod Franklin et al

This day this cause come on further to be heard on the question of the distribution of the proceeds of the sale heretofore made of the premises in this action and the court being fully advised in the premises do further order and adjudge that after paying the cost and taxes as heretofore ordered the Sheriff proceed to pay and distribute the remaining in his hands as follows, to-wit-
The note first becoming due as set up in the answer and cross petition of said James Simpson.
Second. The note next becoming due as set up in said answer and cross petition of said Simpson.
Third. The balance if any, remaining to be paid on the note last becoming due, and which is set up in plaintiffs petition.

Thursday June 4th A. D. 1891

Court convened at 9 O'clock this morning pursuant to adjournment.
Present:
Hon John A. Price Judge

6024 Frank E. Eckelberry
vs
Joseph E. Smart admr

This cause came on for hearing and was settled at the cost of the ~~Defendants~~ costs.
It is therefore ordered and adjudged that the defendant pay the costs of this action taxed at $ and execution is awarded.
No Record of case to be made

6025 Frank Echelberry
vs
Joseph E. Smart admr

This cause come on for hearing and was settled by agreement of parties at the costs of Defendant.
It is therefore ordered and adjudged that the defendants pay the cost of this action taxed at $ and Execution is awarded.
No Record of case to be made.

6143 Rebecca Thompson
vs
Harvy Thompson

This cause coming on for hearing was submitted to the Court, upon the pleadings and Evidence, On consideration whereof the Court find that the plaintiff at the time of filing her petition had been a resident of the State for one year next preceding the same, and was at the time a bona-fide resident of the 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 mes-conduct as charged in the 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 Rebecca Thompson and Harvy Thompson be, and the same hereby is dissolved, and both parties are relieved from the obligations of the same. It is further ordered that the custody care, education and control of the said child, Bertha Thompson, of the said parties hereto be, until further order of the Court confided to Rebecca Thompson exclusively, and the defendant Harvy Thompson is hereby enjoined from interfering with said child, But it is hereby ordered that the defendant

of Visiting said child at least once a month, and any violation of this privilege, by Either party may be reported to this Court.

It is further considered by the Court, that the plaintiff pay the Costs of this proceeding; and Execution is awarded.—

Saturday, June 6th A D 1891

Court convened at 9 O clock this Morning
Present - Hon John A. Price, Judge

6179 Henry Holly Admr &c
vs
G. W. Salisbury et al

Now comes the plaintiff by his attorney and the defendant being in default for answer and demurrer, and 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 Four Hundred and Three & 66/100 dollars as the plaintiff in his petition hath claimed.

It is therefore considered by the court that the plaintiff Henry Holly, as such Administrator &c recover from the defendants G. W. Salisbury and Stephen Fuller the sum of $403.66 with interest at Eight per cent from June 6th 1891 and his costs herein expended.

6159

6150

Court then adjourned until Monday June 8th 1891 at one clock P. M.

Monday, June 8th A. D. 1891.

Owing to sickness of Judge Price Sheriff Martin adjourned this court until One o'clock P. M. of tommorrow.

Tuesday June 9th A. D. 1891.
Sheriff Martin adjourne court until one o'clock P. M. tommorrow

Wednesday June 10th A. D. 1891

Sheriff Martin adjourned this court until 9 o'clock tommorrow morning.

Thursday June 11th A. D. 1891.

Court convened at nine o'clock this morning pursuant to adjournment
Present
Hon John A Rice Judge.

6159 The Peoples Bank
vs
W. L. Smith

This cause coming on for hearing was settled by agreement of parties at the costs of the defendant. It is therefore considered by the court that the plaintiff recover from the defendant their costs herein expended. taxed at $ and no record.

6150 State of Ohio on relation of Arthur B. Webb
vs
Ezra E. Witter et al

On motion and consent of parties this cause is continued to the next term of this court.

Court then adjourned until 9 o'clock tommorrow morning

Friday June 12th A. D. 1891.

Court convened at 9 o'clock this morning pursuant to adjournment
Present-
John A. Price, Judge.

6193

831 The State of Ohio vs Thomas Scott } Indictment for Embezzlement

Now come the Prosecuting attorney on behalf of the State of Ohio and the defendant being brought into Court 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, And it appearing to the court that the defendant is in indigent circumstance and unable to procure counsel the court at his request appointed D. W. Ayers Esq as his attorney to defend him in this action. The court fixed the time for trial on Monday June 15th 1891 and the prisoner was remanded to the custody of the Sheriff

5937 Artie Hidebottom vs The C. C. C. & St Louis R. R. Co }

This day came the parties and settled this case by an agreement that no further action shall be brought or prosecuted by plaintiffs Husband and this plaintiff enters satisfaction on the following terms, to-wit:
1st The defendant is to pay the plaintiff Six Hundred and fifty dollars and pay its own costs and pay the fees of the Stenographer for the taking of the testimony on the trial of the case to be taxed as costs in the case against the defendant.
Where there are witnesses under subpoena on both sides the party issuing such witnesses by calling them to testify first shall pay such witnesses
No Record to be made.

5940 Rebecca Geer vs C. C. C. & St Louis R. R. Co }

This day came the parties and settled this cause. and each party to pay his own costs and no action to be brought against defendant by plaintiffs husband. No Record to be made.

Friday June 12th A. D. 1891

6193 George B. Hamilton
vs
Enos Beatty et-al

This day came the plaintiff by his attorney and the defendants Enos Beatty George Biddle Sebe Biddle his wife and W. H. Lyons all being in default for answer and demurrer to the petition the court find that all of said defendants were duly and legally served with summons and are in default and that the allegations of the petition are thereby confessed by them to be true and that there is due Plaintiff from said Enos Beatty on said Notes the sum of Three Hundred and thirty Nine & 84/100 dollars ($339.84) with interest thereon from the first day of this term.

It is therefore considered by the court that the plaintiff recover of the defendant Enos Beatty the said sum of $339.84 and costs taxed to $

The court further find that to secure the payments of said Notes the said Enos Beatty and Hester A. Beatty his wife (said Hester A. Beatty is now deceased) executed and delivered to said defendant George Biddle their Mortgage upon the premises described in the petition, which notes and Mortgage was assigned and transfered for a valuable consideration by said George Biddle to plaintiff that afterwards said Enos Beatty conveyed by warrant deed said premises to said George Biddle who is the present owner of said premises that said Mortgage was duly ~~executed~~ recorded in Book No 21 page 408 of the record of Mortgages of Union County Ohio. and is the first and best lien on said premises; that plaintiff is now the legal owner and holder of said Note & Mortgage

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.

It is therefore considered and decreed that unless the defendant Enos Beatty and George Biddle 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 $339.84 with interest from the first day of this term according to the terms of said Mortgage deed. The defendants Equity of redemption be foreclosed and said premises 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.

Saturday June 13th A.D. 1891.

Court convened at 9 o'clock A. M. pursuant to adjournment.
Present:
Hon John A. Price, Judge.

6213 B. W. Brown
vs
George Long et al

This day came the plaintiff by his attorney. Also appeared in open court, for and on behalf of said defendant J. E. Griffith 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 of process in this action, and confessed a judgment on said note against said defendants and in favor of said plaintiff for $406.11 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 $406.11 being the amount of said note with interest computed at 8% per annum from the 13th day of June A.D. 1891; and also his costs herein expended, taxed at $ -

6111 George Long
vs
John L. Smart et al

This day came plaintiff by his attorney and having heretofore filed herein proof of service by publication on the defendants herein not served with summons and this cause coming on to be heard was submitted to the court upon the petition of Plaintiff, the proof and exhibits, In consideration thereof the court doth find that the defendant John L. Smart hath been duly served with summons herein and that each and all the other defendants have been duly served with notice hereof by publication of notice as directed by the court and provided by law and that said defendants are each and all in default for answer or demurrer to the petition of the plaintiff and that they have thereby confessed the allegations thereof to be true.
And the court doth further find that at the time of bringing this action the said Plaintiff was in possession of the real estate in the petition described and that he had the Equitable estate therein and that he was entitled to the possession thereof and the legal estate therein that the facts alleged in the petition are true.
That neither the defendants nor any one of them have or ought to have any right, title, interest or estate claim or demand in or upon the premises in the petition described nor are entitled to the possession of the same or any part thereof. That the deeds refered to in the petition were severally by mistake and inadvertance

made to read as in the petition set forth, that the same were intended by the parties to read as in the petition is fully set forth.

That the mortgage in the petition refered to has been fully paid and should be discharged of record, It is therefore adjudged and decreed by the court that the following described deeds refered to in the petition be and the same are hereby corrected and reformed in the following manner and to the following intent to wit:

That the deed of Barnard Peyton and wife to Daniel Duval recorded in deed book Vol 6 Page 81 be reformed so that the second course in the description of the premises conveyed shall read N. 79° 45' E. and the fourth course S. 79° 45' W

(2) That the deed of Daniel Duval to John McClung recorded in deed book 6 Page 24 be reformed so that the second course in the description of the premises conveyed shall read S 79° 45' W and the fourth course N 79° 45' E

(3) That the deed of John McClung to Morgan Savage recorded in deed book 7 page 168 be reformed so that the record course in the description of the premises conveyed shall read N 79° 45' E and the fourth course S. 79° 45' W.

(4) That the deed of said Morgan Savage to the defendant John L. Smart recorded in deed book 7 Page 169 be reformed so that the second course in the description of the premises conveyed shall read N 79° 45' E and the fourth course S 77° 45' W.

(5) That the deed of said Daniel Duvall to John Deck recorded in deed book 6 Page 440 be reformed so that in the description of the whole tract of which a part was intended to be conveyed the second course shall read N. 77° 45' E and the fourth course S. 79° 45' W.

(6). That the deed of the defendant John L. Smart to Thomas W. Long recorded in deed book 17 Page 47 be reformed so that the second course in the description of the premises conveyed shall be made to read S 79° 45' W and the fourth course N. 79° 45' E.

And that this decree have the force and effect of such reformations and corrections of said deeds as fully and as completely as though the same had been first written as above herein directed to be reformed.

And the clerk is directed to have so much of this decree as will show the reformation directed put on record in the office of the Recorder of this county,

And the court further orders that the mortgage in the petition refered to recorded in deed book Vol 7 Page 135 be discharged of record, and the clerk is directed to cause satisfaction thereof to be entered on the record thereof in the office of the recorder of deeds of this county.

And the court finding that the plaintiff is entitled to have his title quieted as against the claims of each and all of the defendants herein doth further decree that the title and the possession of the said George Long to all and singular the premises in the petition described, to-wit;

Situate in the county of Union and State of Ohio, and being part of Lot 3 in a subdivision of Samuel Seldens Virginia Military Survey No 2998. Thus Beginning at a stake in the East line of said lot and survey at a point S 13½° E 78 poles from a stake at the North west corner of Sidney Crosby's survey 1573, Thence S 82° W 107 poles to a stake in the center of a county road, Thence S 90 E 78 poles along the center of said road to the north-

west corner of that part of the Thomas W. Long Estate conveyed to Stephen Long, Thence N 82° E along the north line of the Lemuel Crosby Survey 1573. Thence N 13½° W along said Crosby's line to the place of beginning containing 50 acres of land be and the same are hereby quieted against the unknown heirs of Samuel Selden dec^d. 6183

The unknown heirs of Gill R. Selden dec^d The unknown heirs of Thos Selden dec^d. The unknown heirs of Barnard Peyton deceased, The unknown heirs of Daniel Duval deceased, The unknown heirs of John McClung deceased. The unknown heirs of Morgan Savage deceased, and John L. Smart as well as against all persons claiming under them or any of them, and they are each and every of them hereby for ever enjoined from setting up any claim to said premises or any part thereof adverse to the title and possession of the said George Long his heirs or assigns thereto, and it is further ordered that the plaintiff pay the costs of this proceeding taxed at $ and that in default thereof execution issue therefor as upon judgment at law.

6175 Emma A. McWade
vs
Spencer E. McWade

6180

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 finds him in default for answer and demurrer to said petition, and finds that the allegations thereof are confessed by him to be true.

The court further finds 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 parties hereto 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 toward plaintiff in his abandonment of and failure to support said plaintiff and their said infant children, though said defendant was able to support plaintiff as charged in said petition, and that by reason of said gross neglect of duty the said plaintiff is entitled to a divorce as prayed for. 6171

It is therefore, ordered and adjudged by the court, that the marriage relation heretofore existing between the said Emma A. McWade and Spencer E. McWade 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 said children of the parties hereto, until further order, confided to the said Emma A. McWade exclusively, and the said Spencer E. McWade defendant is hereby enjoined from interfering in any manner with either of said children or with the said Emma A. McWade in her custody of them. But it is hereby ordered that the defendant Spencer E. McWade have the privelege of visiting said children not oftener than once a month, in the day time. 6160

It is further ordered that the plaintiff pay the costs of this proceeding and execution is awarded therefor.

6183 W. Y. Roots
vs
Jennie Reed, now
Jennie White

This cause came on for hearing upon the petition in error of the plaintiff the transcript and the original papers and the pleadings in the case before A. H. Goodwin of Union township Union County Ohio and was argued by counsel On consideration thereof the court find there is error apparent upon the record in the proceedings of said court to the prejudice of the plaintiff in error.

It is therefore considered by the court that the judgment rendered by said court be now reversed. It is further ordered that the case be retained in this court for trial and judgment the same as in case of appeal.

It is therefore considered and adjudged by the court that the said plaintiff recover from the defendant his costs on this action rendered against him in the court below and costs in this court.

6180 Ex Parte
Enos A. Bell et al
Trustees &c

This day came the Trustees herein named and reported to the court that they completed the sale of the property described in the petition herein to the Trustees of the Christian Union Church for the sum of One Hundred and fifty dollars.

It is therefore considered and ordered by the court that the proceedings of said Trustees be and the same hereby are approved and confirmed and said Trustees herein are ordered to convey said premises to said Trustees of said Christian Union Church.

It is further ordered that said Trustees pay the costs of this proceeding taxed at $ and that they expend the remainder of said proceeds according to the wishes of the congregation of said Christian Church.

6171 Michigan Mutual Life Ins Co
vs
Clara A Shrum et al

This day came the plaintiff by its attorney, and dismisses this cause of action without prejudice. Costs paid by defendant. No Record.

6160 Mary Wollam
vs
Catharine Mast et al

This day this cause came on to be heard on the demurrer of the plaintiff to the answer of Maria Hutson, was argued by counsel and submitted to the court, on consideration whereof the court sustain said demurrer to all of said replies the said defendant then excepted.

Court then adjourned until Monday June 15th 1891 at One o'clock P. M.

Monday, June 15th A. D. 1891.

Court convened at one o'clock P. M. to day pursuant to adjournment.

Present.

Hon John A. Price, Judge.

The State of Ohio }
830 vs } Indictment for Assault & Battery
John Johnson }

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 being arraigned upon said indictment for plea thereto saith he is "Guilty" and 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 is therefore adjudged by the court, that the said defendant pay a fine of ten dollars and the costs of this prosecution; and Execution is awarded.

Mary Jenkins by her Guardian }
6098 vs }
Oliver P. Lemon et al }

This cause coming on to be heard upon the motion of the plaintiff to strike out from the answer of the defendant certain portions of said answer as set forth in said Motion filed May 25th 1891. The same was argued by Counsel and submitted to the court, whereupon the court doth sustain said Motion, To which ruling of the court in sustaining said Motion defendants Except.

The State of Ohio }
830 vs } Indictment for Embezzlement.
Thomas Scott }

Now come the Prosecuting attorney on behalf of the State of Ohio, and the defendant being brought into court in custody of the Sheriff, (his attorney being present) also came the following named persons as jurors, to-Wit;

1 C. A. Williams	5 Absolum Chenney	9 Perry Wallace
2 Ellis Miller	6 William Cassady	10 Peter Rausch
3 W. F. H. Pennington	7 John S. Scheideler	11 Henry Brooks and
4 Watterman Hill	8 D. C. Leonhard	12 James A. Coder Who

being duly impanelled and Sworn, the trial proceeded, and the said jury having heard the evidence in part, and the hour of adjournment having arrived this cause was continued until 8-30 o'clock tommorow morning.

5980

6097

5980 Charles Phillips
vs
Jacob P. Kimball et al

It appearing to the satisfaction of the court that John F. Lock is one of the attorneys for the defendants Jacob P. Kimball, A. L. Kimball, D. P. Kimball, Thomas J. Kimball and Robert W. Phillis in this action, It is ordered that the Sheriff pay to said John F. Lock the distributive share of each of said defendants, Jacob P. Kimball, A. L. Kimball, D. P. Kimball Thomas J. Kimball and Robert W. Phillis in the first payment for the real estate sold herein and that he also deliver to said John F. Lock the promissory notes for each of the defered payments belonging to each of said defendants.

Saturday June 13th AD 1891.

6055 Caroline V Wells
vs
Joseph Wells.

this day came the parties by their attorneys and in person being before court, the said defendant waived all questions of time and entered his appearance to the supplemental petition — thereupon this case came on for hearing upon the pleadings and evidence, in consideration whereof the court being fully advised in the premises find that the plaintiff has been a resident of the state of Ohio for more than a year last past, and that she is now and was at the time of filing of her said petition a resident of said County of Union. The Court further find that the said defendant has been guilty of extreme cruelty, and gross neglect of duty, as charged in said original petition, and that the plaintiff by reason thereof is entitled to alimony as prayed for in her petition

It is ordered, adjudged and decreed by the Court that the plaintiff have as her reasonable alimony the House and lot in Plain City Ohio, where they live, being the same described in the petition and more fully described as follows;— Situate in the County of Union, and State of Ohio, Begining at a stone in the ditch south of the road and South West corner of Margaret Flondays lot; thence N. 81½ E 12 poles and 7 links with the center of the alley to a stone in the center of the alley on the north, thence 7½ W 9 poles to a stone in the center of the alley, thence S. 18½ W 12 poles 7 links to a stone in the ditch south of Post Road; thence S 71½ E 9 poles to the beginning, containing 110 poles. Same land deeded to J T Wells by J W Gray & wife by deed Record in Book 49 page 361, Union County Records.— Also the plaintiff have as alimony the notes in the hands of Dr S C McKiterick, amounting in principal to $525. and also the interest thereon, and that the same be turned over to plaintiff — It is further adjudged that the plaintiff have as alimony the building known as the office, and which stands on leased Grounds, in Plain City Ohio, and which has been used as an undertakers office, And it is ordered that Defendant be barred of any incohate right of Dower in said house and lot, and that the plaintiff have the same discharged from any right of Dower, incohate or otherwise that the defendant ever had It is ordered that the plaintiff pay the costs of this proceeding, and plaintiff has leave to withdraw her supplemental petition from the files.

Tuesday June 16th A. D. 1891.

Court convened at 8-30 Oclock this Morning.
Present.
Hon John A. Price. Judge.

The State of Ohio }
831 vs } Indictment for Embezzlement.
Thomas Scott }

This day again came the prosecuting attorney onbehalf of the State of Ohio, and the defendant with his counsel; also came the jury heretofore impanled and sworn and the trial proceeded, 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 Thomas Scott not guilty in manner and form as he stands charged in the first and third counts of the indictment but we find him guilty as he stands charged in the second count of the indictment, and we assess the value of the property Embezzled at $29,30

C. A. Williams, Foreman.

Thereupon the defendant herein having been convicted of Embezzling a less sum than thirty five dollars, 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 but what he hath already said;

It is therefore adjudged by the court that the said Thomas Scott be imprisoned in the jail of Union county for the term of thirty days, and that he pay the costs of this prosecution, for which execution is awarded.

And the court order that the sum of Twenty five dollars be paid as counsel fee to D. W. Ayers in defending Thomas Scott the defendant herein.

6173 James Hollaran
vs
David Bauer et al

This cause coming on for hearing upon the petition of the plaintiff, the court find that the defendants David Bauer and Dora Bower have been duly served with Summons in this case and that they are in default for answer or demmurer and that the allegations of the petition are thereby confessed to be true, and that there is due the plaintiff from the defendant David Bauer on the promissory note set forth in the petition with interest from the 25th day of May 1891 the sum of $1394.52. The court further find that in order to secure the payment of said note the defendants David Bauer and Dora Bauer his wife executed and delivered to the said defendant Ann Hutchins their certain Mortgage as in the petition described, and on the premises therein described, that said Mortgage was duly recorded in Book 21 page 520 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.

That the said Mortgage was duly assigned to the plaintiff by the said defendant Ann Hutchins for value received.

It is further considered by the court that the plaintiff recover from the defendant the said sum of $1394.52 and his costs herein expended and it is further ordered, adjudged and decreed that unless the defendant David Bauer 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 from the 25th day of May 1891, 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.

Court then adjourned until 8-30 O'clock tommorrow morning

Wednesday June 17th A. D. 1891

Court convened at 8-30 o'clock this morning pursuant to adjournment.
Present:
Hon John A. Price, Judge.

6186

6176 John W. Evans
vs
Bruce Robinson et al

This day came the parties by their attorneys and thereupon this cause came on to be heard upon the motion of the defendants to make the plaintiffs petition more definite and certain on consideration whereof the court overruled said motion, and thereupon this case came on to be heard upon the petition, the defendants being in default for answer or demurrer, and by consent of the plaintiff as well as of the court, this cause is submitted to the court upon the petition & thibits and testimony; and the court being fully advised in the premises, do find that the defendants, Bruce Robinson, E.L. Artz and John McCullough owes to the plaintiff John W. Evans as he in his petition hath alleged the sum of Four hundred and sixteen dollars and seventy cents, with interest thereon from the first day of January A.D. 1890, at the rate of 8% which interest to this date June 13th 1891 amounts to the sum of Forty Eight dollars and thirty three cents, makeing the total amount found due and owing to the plaintiff by the defendants, the sum of $465.03. Therefore it is considered and adjudged by the court that the plaintiff John W. Evans of the defendants Bruce Robinson E.L. Artz and John T. McCullough the sum of $465.03 and also his costs in this behalf expended taxed at $

5984 The Otterbein University
vs
John McElderry

This cause coming on this day to be heard and a jury being waived was submitted to the court upon the pleadings the petition, answer and reply and the evidence, and on consideration thereof the court find on the issues joined for the plaintiff, and the defendant having moved the court for a new trial the court on consideration overruled the same.

It is therefore considered by the court that the said Trustees of Otterbein University plaintiff recover from the said John McElderry defendant the said sum of $150.15 as heretofore found due thereon, of which the principal of $100. is to be held sacred forever and secured against loss, and the interest to be used to support instruction in said University together with their costs herein expended taxed to $ To all of which rulings judgment and decision of the court the said defendant by his attorney excepted.

6186 George M. McPeek, Admr
vs
David Brown et al

This day this cause came on for hearing and the defendant David Brown being in default for answer and demurrer to plaintiffs petition the court find that the allegations of the petition are confessed by him to be true, and that there is due from said defendant David Brown to said plaintiffs as administrator as aforesaid the sum of Eighty-Eight + 9/100 dollars with 6% interest thereon from the first day of this term of court, to wit; May 25th 1891 and execution is awarded therefor.

The court further find that said defendant David Brown to secure the payment of the note set forth in plaintiffs said petition for the balance of the purchase money for the premises therein described executed and delivered the mortgage as set forth in said petition.

It is further ordered and decreed by the court that unless said defendant pay to said plaintiff the amount heretofore found due herein within ten days from the entry of this decree and to the clerk of this court the costs herein that an order issue to the Sheriff of this county commanding him to appraise, advertise and sell said premises as upon execution and bring the proceeds thereof into court for further order.

Thursday June 18th A.D. 1891

Court convened at Eight o'clock this morning.
Present,
Hon John A. Price, Judge

6135 Daniel H. Mulvaine vs William Styer

This day came the parties and their attorneys also came the following named persons as jurors, to-wit;

1 C. A. Williams 5 Absolum Chenney 9 Henry Brooks
2 Ellis Miller 6 John S. Schneider 10 James Coder
3 W. H. Pennington 7 D. C. Leonhard 11 W. M. Fitzsworth and
4 Watterman Hill 8 Peter Rausch 12 J. W. Shirk who be-

ing duly impanelled and sworn and the trial proceeded, and the said jury having heard the evidence adduced, arguments of Counsel and charge of the court, retired to their room for deliberation, and now comes the said jury into open court with their verdict in writing signed by their foreman and say "We, the jury, being duly impanelled and sworn, find the issues in this case in favor of the defendant."

C. A. Williams, Foreman.

6075 Velasco J. Case vs Lucretia Kent et al

Sheriffs Allowance

This day this cause came on further to be heard upon the Motion of plaintiff to have partial distribution of the proceeds of said sale now remaining in the hands of the Sheriff, and the court being duly advised in the premises do order that the Sheriff out of said proceeds, pay to Porter and Porter the sum of $150.00 that being the amount of said judgment and decree which the court find was duly assigned to said Porter and Porter by plaintiff on the 19th day of February 1891. And it is further ordered that all further questions arising as to the distribution of the proceeds of said sale be assigned for hearing on the 25th day of August 1891 and to that end that this cause and cause No 6154 of Winfield S Rogers against Velasco J. Case & others be also assigned for hearing and decision on said last named day.

6202 Joseph T Wells vs D. D. Estch et al

This day this cause came on to be heard and by agreement the above case is dismissed and the defendants are to pay all costs, taxed at $

It is therefore considered ordered and adjudged that the defendants herein pay said costs.

6188 Samuel H Moore vs Clara Bell Moore

See Page 553.

6154 W. S. Rogers }
vs }
V. J. Case }

This day this cause is dismissed without prejudice at plaintiffs costs. It is therefore considered that the defendants recover of the plaintiff the costs herein taxed at $

6075 Velasco J. Case }
vs }
Lucretia Kent et al }

This cause comes on further to be heard on the question of the distribution of the proceeds of the sale of the real estate heretofore made in this case, and the court now order to be paid ~~to the~~ Sheriff out of said proceeds of sale. 1st the costs of this proceeding - 2d The $150. to Porter & Porter as hereinbefore ordered at this term, 3d The ballance due upon said judgment and decree to plaintiff, and after the amount of plaintiffs judgment and costs are paid, the remainder to be paid to the defendant Lucretia Kent, The order heretofore made at this term as to the adjournment of this cause and cause No 6154 for hearing on August 25th 1891 is hereby set aside.

Sheriffs Allowance

Marysville, Ohio June 18th 1891.

To Hon John A. Price, Judge

The court charges for the May term A D 1891 Union County Common Pleas, are due for services rendered as follows:

Union County, Ohio

To Thomas Martin Sheriff Dr

To Serving Grand Jury Venire	$4.50
To Serving Petit Jury Venire	$4.50
To Serving Grand Jury Witnesses (38)	3.80
To Making 38 copy Grand Jury Witnesses	3.80
To 392 Miles travel, Grand Jury Witnesses	31.86
To J. W. Lawrence Baliff 22 days	44.00
To E. P. Houghton " " "	44.00
To Calling Grand Jury and Witnesses	1.78
Total	$137.74

I hereby certify the above bill to be correct.

Thomas Martin
Sheriff Union County Ohio

To the Clerk of court, Union County.

You will make entry of the above bill, and certify the same to the County Auditor.

John A. Price
Judge Common Pleas Court

6166 William Crowder
vs
James Galloway et al

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 him to be true.
The court further find that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition, and that he had the legal estate in and was entitled to the possession of the same.
That neither the defendants nor any of them have any estate in or are entitled to the possession of said real estate or any part thereof and that the plaintiff ought to have his title and possession quieted as against each and every one of said defendants as prayed for in his petition.
It is therefore ordered, adjudged and decreed that the title and possession of the said William Crowder to all and singular the premises described in the petition. to-wit; 6073
1st Tract: Situate in Liberty township Union County Ohio and part of B. Simmons Survey No 5267 described as follows: Beginning at a Stone, Hickory & Beech. North westerly corner to J. Hapgoods Survey No 3490 and west corner of said Simmons Survey, Thence with Hapgoods line S 38 E 100 poles to a Stone, 3 Lynns and a beech Easterly corner to his Survey, Thence with Simmons line N 52 E 80 poles to a Stake, Thence N 38 W. 100 poles to a Stake in Simmons line Thence with said line S 52 W 80 poles to the beginning containing 50 acres more or less.
2d Tract: also another tract of land situate in same township, county and State and part of J. Hapwoods Survey No 3490 described as follows. 6097
Beginning at a Stone in the center of a road (Hickory & Beech) northerly corner to said J. Hapwoods Survey No 3490 and west corner to B. Simmons Survey No 5267, Thence with Simmons line South Easterly 92 2/100 poles to a Stone (3 Lynns & a Beech) Easterly corner to said Hapwoods Survey. Thence with Hapwoods line South Westerly 43 2/100 poles to a Stone, Thence Northwesterly 93 6/100 poles to a Stone in the center of said road, Thence with the center of the same 43 2/100 poles to the beginning, containing 25½ acres more or less.
3d Tract: Also another tract of land situate in union County, Ohio and in the Township of Allen. Beginning at a Stone in the North-westerly line of Survey No 12308 Westerly corner to lot No 7 of the subdivision of said Survey. Thence with a line of said lot S. 35° 15' E 69-75 poles to a Stake Corner to Rebecca Thompsons land. Thence with a line of said land S. 52-15 W 137.75 poles to a Stake corner to said land in a line of lot No 9. Thence with said line N 35° 15' W 69-75 poles to a Stone Northerly Corner to said lot No 9 in the North Westerly line of said Survey No 12308. Thence with said line N 52° 15' E 137.75 poles to the beginning containing 60 acres more or less, being the Northwest half of lot No 8 in said Survey No 12308 as subdivided and platted by Levi Phelps.
4th Tract: Also another tract of land situated in Allen township Union county Ohio and bounded as follows.

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Beginning at a stone two Beeches and an Ironwood Northerly Corner to Survey 12308. thence running with the original line S. 52° 15' W 70 poles to a stone corner to George Reams land, thence with a line of said land. S 35° 15' E 139 poles to a stone the Easterly corner to said land and in the line of lot No 6 of the subdivision of said Survey. Thence with said line N 54° 15' E 70 poles to a stone (ash, hym Beech and Hickory) corner to said lot No 6 in the original Survey line. Thence with said line N 35° 15' W 139 poles to the beginning containing 60 acres more or less being the north east half of lot No 7 in said Survey No 12308 as sub-divided by Levi Phelps, be and the same are hereby quieted as against the defendants and each and every one of them and all persons claiming under them or any 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 William Crowder his heirs or assigns thereto.

That the costs of this suit be paid by the plaintiff William Crowder.

6073 John Weller Adm
vs
Jas W. Robinson

This day this cause came on for hearing upon the pleadings and the evidence and the same was submitted to the court, on consideration whereof the court find that the settlement herein made between the parties was a legal settlement and that both parties are bound thereby.

It is therefore considered, ordered and adjudged by the court that this action be dismissed and the same hereby is without record.

Wherefore it is ordered that the plaintiff pay the costs herein taxed to $

6097 The P. C. C & St. L. Ry Co
vs
John F. Keilbury et al

This day this cause came on to be heard upon the demurrer of the plaintiff to the answer of the defendant John F Keilbury, and was argued by counsel, on consideration whereof, the court does sustain said demurrer and thereupon the said John F Keilbury, not desiring to amend his answer It is hereby ordered adjudged and decreed by the court that the temporary injunction herein before allowed, restraining the said defendants and each of them from collecting or attempting to collect the said judgment in the plaintiffs petition set out and referred to be and the same is hereby made perpetual; and the said defendant, John F. Keilbury is by the court forever enjoined from collecting or attempting to collect the said judgment in the plaintiffs petition referred to and from levying upon or seizing any property whatsoever of the plaintiff herein, in order to satisfy said judgment.

And it is further ordered, adjudged and decreed by the court that the said defendant John F Keilbury pay the costs herein taxed at $, and it is further ordered and adjudged by the court that the said John F Keilbury defendant fail to pay the costs herein, except the cost of bringing Riley & McDonald and made by them taxed to $ within three days from this date that execution issue against him therefor. And it is further adjudged & decreed by the court that this action be dismissed, without prejudice to the right of the said John F Keilbury to bring another action for the same subject matter.

Court then adjourned until the 26th day June 1891 at 9 o'clock A.M.

Friday June 26th A. D. 1891

Court convened at 9 O'clock this Morning pursuant to adjournment.
Present
Hon John A. Price, Judge.

5967 Trigley & Wagner vs Tenc & Bros

This day on Motion of Plaintiffs they have leave to reply to defendants amended Answer by the first day of September Next - the former order of this court fixing said time at August first is set aside.

6174 J. H. Wall et al vs Robert Thompson et al

The plaintiffs have leave to amend their petition by September first - and cause continued. The petition to be amended by attaching amendment to original petition.

6168 Viola Erb vs Charles Erb

This day came the parties and dismissed this action at the cost of the defendant.
It is therefore considered and adjudged by the court that the defendant pay the cost of this action taxed at $ and execution is awarded therefor.

6218 Lydia E. McElwaine vs James R McElwaine

This day, this cause came on to be heard on the application of plaintiff for an injunction and the Court being fully advised in the premises hereby grants the same as prayed for in the petition, which is as follows,
" "Wherefore plaintiff prays that a restraining order issue, restraining "
" James R McElwaine, from receiving, or in any way taking charge of "
" the proceeds of any sale had by reason of an order of foreclosure in the "
" aforesaid action, either of notes or Monies arising therefrom; and "
" from disposing of any of his chattle property; and from in any "
" way interfering with the plaintiff in the custody of said Child "
" And that said M B Dux be, Sheriff as aforesaid, and Oscar Cheney "
" Clerk as aforesaid, be temporarily restrained from delivering to the "
" defendant James R McElwaine any of the notes or Money "
" arising from the sale of said lands, on or in the action of foreclosure "
" aforesaid until the final hearing of and the rights of this plaintiff "
" are determined and ordered herein, " "

Thursday June 18th 1891.

6194 James Martin
vs
John McCullough.

This cause coming on for hearing upon the pleadings and evidence, was submitted to the Court without the intervention of a jury, on consideration whereof the Court find that the allegations stated in the plaintiffs petition are true, and that the defendant John McCullough is indebted to the plaintiff James Martin in the sum of One hundred and sixty eight & 57/100 Dollars with 7% interest from June 18th 1891. It is therefore considered by the Court, that the said plaintiff recover from the said defendant the sum of $168.57/100 with interest at 7% from June 18th 1891, and his costs herein expended and taxed at $.

6191 Frank P Taylor
vs
Jennie E Taylor

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 plaintiff has been a resident of the State for more than a year next preceding the filing his petition, and at the time of filing said petition he was, and until the present he has been a resident of this County. The Court further finds that due and legal notice of the filing of said petition, and the pendancy thereof, has been given to the said defendant as required by law.

The Court further find that said defendant has been guilty of Gross neglect of Duty as charged in said petition, and that by reason thereof the plaintiff is entitled to be divorced from her — It is therefore considered ordered and adjudged 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,

It is ordered that the plaintiff pay the costs herein — Taxed to $

5973 Mary L Rogers
vs
Robt H Thompson et al.

On motion to the court by the plaintiff, and on producing to the court the return of the Sheriff, of his proceedings and sale under the order of this Court dated april 27th 1891, 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, Charles

Hannawalt, in fee simple free of Dower,

And the said Elizabeth Thompson, having asked that in lieu of Dower, its value be paid to her in money, the Court finds the just and reasonable value of her dower interest to be $245.68. the purchase money being in all $1230.00. $800.00 of which was paid down, and the ballance properly secured.

And it appearing to the Court that only a small portion of the real estate described in the petition has been sold, and that Robert H Thompson, and Nelson P Thompson are the administrators of said James Thompson, and that the personal estate is insufficient to pay his debts, and that it will require more than the proceeds of said sale to pay the indebtedness of said Estate and that said administrators have taken the steps required by law, to have said purchase money paid to them to be applied on the debts of said Estate, ~~and it further appearing that said Elizabeth Thompson has executed a Mortgage on her interest to several parties to secure various claims, which Mortgage indebtedness is not yet due.~~

The Court make the following order of the distribution of the cash proceeds of said sale being the sum of $800.00

First; the Sheriff shall pay the taxes and penalty that are a lien upon said premises amounting to, $

Second; He shall pay to the Clerk of this court the costs of this proceeding up to this date, Excepting the fees of Counsel; and that he pay to J L Cameron, and the firm of Robinson and Woodburn Counsel for the plaintiff the sum of $100.00 each to be applied on fees of plaintiff's Counsel, all other matters in regard to Counsel fees being reserved until the further order of this Court,

Third; The sum of $159.79 being the proportion of said Cost payment due to Elizabeth Thompson the Sheriff shall ~~retain in his possession until the further order of this Court~~ P. Paid to her.

Fourth; The ballance of the cash proceeds of said sale the Sheriff shall pay to said administrators of James Thompson to be by them applied upon the indebtedness of said Estate, and accounted for by said administrators in the probate Court

All other matters are reserved until the further order of this Court,

6152.

Friday June 26th AD 1891

John Markey
6152. vs
Winget Harriman et al

This Cause coming on for hearing was submitted to the Court, upon the pleadings and evidence, on consideration whereof the Court find that the defendant Winget Harriman is indebted to the said John Markey on his first Cause of action described in his petition in the sum of fourteen hundred and eight dollars, with eight per cent interest from June 26th 1891 It is therefore considered by the Court that the said plaintiff recover from the said defendant Winget Harriman on his first cause of action the sum of $1408. with 8% from June 26th, 1891. The Court further finds that the defendant Winget Harriman and Martha Jane Harriman his wife executed and delivered to Amos H. Kling who assigned said mortgage to the plaintiff, the mortgage deed in the petition described and on the premises therein described; and that said mortgage deed 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 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. It is therefore considered and decreed that unless the said defendants shall within three 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 $1408.00 interest from June 26th, 1891 at 8% according to terms of mortgage deed, the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale issue therefore to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

The Court further find that there is due the plaintiff from the defendant upon his "Third Cause of Action" the sum of $8842.43 with eight per cent. from June 26th, 1891. It is therefore considered by the Court that said plaintiff recover from said defendant the said sum of $8842.43 with 8% June 26th, 1891 and his costs -- $.

The Court further find that there is due the plaintiff from the defendant upon his 4th cause of action the sum of $137.17 with 8 per cent. from June 26th, 1891. It is therefore considered by the Court that said plaintiff recover from the said defendant the said sum of $137.17 with 8 per cent. interest from June 26th, 1891 and his costs herein expended taxed $ --

Tuesday July 7th 1891

In Chambers—

6218, Lydia E McElwaine vs James R McElwaine } 6199

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 $100.00 one hundred Dollars for her support, and in conducting this action

It is ~~ordered~~ thereupon ordered that the said James R McElwaine pay to the said defendant, or her attorney the sum of $100.00 within thirty days from the 7th day of July 1891, and in default of payment Execution is allowed to issue therefor.

Friday, June 26th, A. D. 1891.

6170 Morgan Savage vs Luther Liggett and Absalom Liggett.

This day this cause came on for hearing on the petition of said defendant Absalom Liggett to vacate the judgment heretofore rendered in this case, and the evidence and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do find from the evidence that there are not sufficient grounds to vacate said judgment. Thereupon the said defendant Absalom Liggett filed his motion for a new trial herein, which was overruled by the Court. It is therefore considered, ordered, and adjudged by the Court that said petition be, and the same hereby is dismissed and that said plaintiff recover of said defendant Absalom Liggett his costs herein expended taxed to $-- and execution is awarded therefor. To all of which findings, rulings, orders and judgments of the Court said defendant Absalom Liggett then and there excepted 6185

And for the purpose of preparing, signing &c a Bill of Exceptions the Journal is to be kept open for forty days after the term.

6052

Saturday August 15th, A. D. 1891.

6170 Morgan Savage vs Luther Liggett and Absalom Liggett

Now comes the said Absalom Liggett and presents to the Court his certain Bill of Exceptions herein, which being found by the Court to be true is allowed, signed and sealed by the Court, and on motion of said Absalom Liggett it is ordered to be placed on the file with the pleadings and made a part of the record in this cause.

Tuesday, August 25th A. D. 1891.

Court convened at 9 o'clock this morning pursuant to adjournment.
Present: Hon John A. Price, Judge.

6199 Elizabeth Wood
vs
John B. Wood

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 and demmurer to said Petition and 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 Union County Ohio and that the parties hereto were married as in said petition set forth.

The court further find upon the evidence adduced that that the defendant has been guilty of gross neglect of duty and habitual drunkenness for 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 Elizabeth Wood and John B. Wood be and the same hereby is dissolved and both parties are released from the obligations of the same and the plaintiff be and she hereby is restored to her maiden name of Elizabeth C. Norris and that all the real estate and other property of plaintiff now owned by her in her own right be restored to her and divested of all and every claim title and interest by courtsey dower or otherwise of her said husband. and that the plaintiff pay the costs of this proceeding taxed to $

6185 Eleanor Tatum
vs
Wm J. Harbert et al

On motion, the plaintiff herein now by leave of court files a supplemental petition in this case

6052 James L. Jolliff admr
vs
Richard Hoskins et al

Now comes the defendant Minor Harrod and by leave of court files his answer and cross petition herein.

Thursday July 30th 1891

No 6230 Mary A Decker vs Conrad S Decker } Before the Probate Judge, Union County Ohio May Term AD 1891.

Motion for a Temporary Injunction in the Court of Common Pleas, Union County Ohio,

6214

And now on the 30th day of July AD 1891. Came the plaintiff by Joseph M Kennedy attorney, and it being made to appear that said action is pending in the Court of Common Pleas of said County and there is at this time no Common Pleas, Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff Mary A Decker, and the affidavit 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 from in any manner selling, encumbering or disposing of his property until the further order of the Court, as prayed for in the petition of the plaintiff

It is further ordered in this case that the Clerk of the Common Pleas Court, issue summons in this case, endorsed Injunction Allowed,

No undertaking required as by statute in such cases Made and Provided

L Piper Probate Judge,

Tuesday August-25th A.D. 1891

6214 Lydia A. Drake et-al
vs
Evaline Creviston et-al

And now this cause coming on for hearing upon the petition and the evidence the court find 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.

Thereupon, the court further find that the plaintiff Lydia A. Drake and the defendants hereafter named are tenants in common in the estate described in the petition; that the plaintiff Lydia A Drake has a legal right to one Seventh ~~part~~ and one eighth (fifteen fifty Sixths) part thereof. The defendant Eveline Creviston has a legal right to the one Seventh part thereof; the defendants David C. Sharp, William Sharp, Lorcinda Orr and James M. Sharp each have a legal right to the one Seventh part thereof. The defendant Delford Sharp has a legal right to one Seventh of one Eighth (or one fifty Sixth part thereof, and that the plaintiffs are entitled to have partition of said estate made as prayed in their petition.

It is therefore ordered adjudged and decreed that partition of said Estate be made in favor of all parties in interest and Aaron Coleman John Herriman and Mathew Lingel 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, 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 proceedings herein said Sheriff is ordered to make due return.

"Rule of court as to Divorce"

This day is ordered that the following be added to the rules of the court of common of Union County Ohio

"Rule for deposite in Divorce cases, viz;"

No action for divorce shall be filed in this court until the petitioner deposite with the clerk thereof the sum of Ten dollars ($10.00)-

In case said action is dismissed, said deposite, or so much thereof as may be necessary shall be applied to the payment of the costs made therein-

In case a decree is rendered, said deposite shall be applied on the costs of the case, and if judgment be rendered against the defendant, the plaintiff shall be entitled to receive back said ten dollars when the judgment for costs is satisfied

August-25th 1891-

Approved
John A. Price
Judge.

Tuesday August 25th A. D. 1891.

6182 The Union Central Life Ins Co
vs
John M. Temple et al

On Motion of the plaintiff and on his producing the return of the Sheriff of the Sale made 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, The Union Central Life Insurance Company, 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 $, 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; $

Second, The costs of this action taxed at $

Third. The balance, if any after satisfaction of the plaintiffs claim to the defendant John M. Temple. To-wit; the sum of $ 6195

5973 Mary L. Rogers
vs
Robert W. Thompson et al

This day Walter C. Fullington asked and obtained leave to file an answer and cross petition in this case and enter his appearance as a party defendant therein which answer and cross petition is already filed and said appearance entered. 5657

6235 John M. McGroy
vs
Jacob F McGroy et al

This day on Motion of the plaintiff, he has leave to amend his petition and bring in new parties and plead additional facts by the 1st day of October 1891. 6189

6227

6227 W. L. Reagle & Son
vs
Edwin Fleck et al

This cause coming on this day for hearing was submitted to the court upon the pleadings, and on consideration thereof the court find that there is due to said plaintiffs from the defendant Edwin Fleck on account of the materials furnished and labor performed as set forth in the petition the sum of $60.81 and that the same is a lien on the premises described in the petition by reason of the Mechanics lien therein described in Book page of the county record of liens, and that the said plaintiff is entitled to have said lien enforced. It is therefore considered that the plaintiff W. L. Reagle & Son recover of of the defendant Edwin Fleck the said sum of $60.81 together with his costs herein expended and that unless the said judgment is paid within 10 days from the entry hereof 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 J. S. McCampbell as attorney for Leo Emanuel Fox is hereby granted 30 days leave in which to file answer and cross-petition for his client and as to all questions of priority of liens and as to the several amounts due to the other defendants to this suit this cause is continued.

6195 John Robinson
vs
Addison Bidwell

Leave is given to plaintiff to file petition instanter and same is filed.

5657 Emily M. Adams admr
vs
Anna Gill et al

This cause coming on for hearing on the motion 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 it is hereby set aside and a new appraisement is ordered.

6189 Thomas J. Connor
vs
Charles F Todd et al

Now comes the plaintiff by his attorney and offers proof of publication of the pendancy and prayer of the petition herein and the court finding said publication & proof in all respects regular and according to law do hereby approve the same.

6189 Thomas J. Connor
vs
Charles F. Todd et al

Now comes the plaintiff, by his attorney, and the defendants being, each and all in default for answer and demurrer the court finds that the allegations of the petition are confessed by each and all of said defendants to be true.

The court further finds from the evidence adduced on the hearing of said case that at the time of bringing this action, and now the said plaintiff was and is in possession of the real property described in the petition, and that he had, and has the legal estate in and was and is, entitled to the possession of the same, That neither the defendants nor any one of them have any estate in or are entitled to the possession of said real estate or any part thereof, and that the plaintiff ought to have his title and possession quieted as against each and every one of the said defendants as prayed for in his petition. 6230

It is therefore ordered, adjudged and decreed that the title and possession of the said Thomas J. Connor to all and singular the premises in the petition described as lying Virginia Military Survey No 5708, to-wit; Situate in the county of Union State of Ohio and in the township of Union, being part of V. M. Surveys Nos 5708 & 9798 and bounded and described as follows, to-wit; Beginning at a Stone in the Southerly line of Survey No 5708 and South westerly Corner to E. P. Hathaway's (Heirs) Thence with said line S 85° W 100 50/100 poles to a Stake corner to said Survey; Thence with another line of said Survey No 50 W 24 poles to a Stake; Thence N 11 E 118 poles to a Stone - Thence S 59½ E 10 poles to a Stake. Thence S 76½ E 50 99/100 poles to a Stake; Thence N 29 E 60 50/100 poles to a Stake in the centre of the Connor Gravel road; Thence with the centre of said road S. 60½ E 42 poles to a Stake - Thence S 29 W 27 63/100 poles to a Stake (or Stone) in the South line of said Survey No 9798 (being also the North line of said Survey No 5708.) Thence S 7¾ W 114 41/100 poles to a Stone in the South line of said Survey No 5708. to-wit; to the beginning containing 9¼ acres More or less, in Survey No 9798 and Eighty five (85) acres More or less in Survey No 5708. The land last aforesaid being a part and parcel of the homestead estate of Dr Nicholas Hathaway at the time of his decease be, and the same hereby are quieted as against the defendants, and each and every one them, and all persons claiming under them or any of them; and they are hereby forever enjoined from setting up any claim to said premises last aforesaid, or any part thereof adverse to the title and possession of said Thomas J. Connor his heirs or assigns thereto, and it is further ordered and adjudged that said Thomas J. Connor pay the costs of this action taxed at $. 6061 6090

6198 R. W. Weise vs H. L. Clark

This day came the plaintiff by his atty and the defendant being in default for answer and demmurer the court find the allegations of the petition to be true and that there is due plaintiff from the defendant on the note described in the petition with interest to this date the sum of $484.73

It is therefore considered by the court that the plaintiff recover of the defendant said sum of $484.73 and costs herein taxed to $ and that said judgment bear 8% interest.

6230 Mary A. Drake vs Conrad S. Drake

This day this cause came on for hearing on the motion of the plaintiff for alimony pending this suit, and the court after hearing the evidence adduced by the parties and being fully advised in the premises does grant and allow Seventy five dollars as such alimony to be paid within thirty days from this date.

It is therefore ordered and adjudged by the court that the plaintiff recover from the defendant the sum of $75.00 if not paid within 30 days from this date that execution shall issue therefor.

6061 Leonora Graham vs Bank of Richwood et al

On Motion of plaintiff leave ~~to~~ file amended petition was extended by the court in this case to September 15th 1891 and also to make Mrs Winters purchaser a party.

6090 Allen Haines vs W. H. Jeffries

This day this cause came on to be heard and the plaintiff failing to further prosecute said action and being in default for pleadings, the court find from the evidence that the defendant at the commencement of this action the owner of and entitled to the possession of said goods and chattles described in the affidavit in this case and that the same was wrongfully replevined from him by the plaintiff and the value of said goods and chattles was $147.00. It is therefore considered by the court that the defendant recover of the plaintiff the said sum of $147.00 and interest from October 11th 1890 and the costs of this action including costs before said Justice.

6222 S. M. Hilbury
vs
Malala Dunfee et-als

This day came the plaintiff and the defendants being in default for demurrer or answer to the petition, this cause was submitted to the court upon the petition and the evidence; on consideration whereof the court being fully advised in the premises finds the facts and allegations set forth in the petition to be true.

The court finds that there is due to the plaintiff from the defendants upon the several causes of action set forth in the petition the sum including interest to this date of Four hundred and forty five dollars.

It is therefore considered by the court that the said plaintiff recover from the said defendants the said sum of Four hundred and forty five dollars and his costs herein expended, and it is ordered that the defendants pay there own costs.

The court further finds that the defendants executed and delivered to the plaintiff their Mortgage deed in the petition described and on the premises therein described, that said Mortgage was duly recorded in book 21 on page 257 of the record of Mortgages for said county of Union, and that it is the first and best lien on the premises described in the petition.

The court further finds that the condition of defeasance in said Mortgage has been broken, and that the plaintiff thereby is entitled to have the defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless the said defendants shall within three days from the entry of this decree pay or cause to be paid to the clerk of this court the costs herein and to the plaintiff the sum of $445.00 with interest from this date 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 said court of Union directing him to sell said premises as upon execution, and bring the proceeds into court for further order.

6240

6241

6240 S. S. Gardiner & D. W. Ayers }
vs }
Amy Cairr }

This day came the plaintiffs by their attorney; also appeared in open court, for and on behalf of said defendant J. 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 defendant; entered the appearance of said defendant, and waived the issueing and service of process in this action, and confessed a judgment - on said note against said defendant, and in favor of said plaintiffs, for $103.70 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 defendant the sum of $103.70 being the amount of said note with interest computed at 8% per annum from the 25th day of August A. D. 1891; and also their costs herein expended, taxed at $ -

6241 P. C. Wynneger }
vs }
George C. Welch }

This day came the plaintiff by his attorney; also appeared in open court - for and on behalf of the defendant - J. 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 defendant, entered the appearance of said defendant, and waived the issueing and service of process in this action, and confessed a judgment - on said note against said defendant and in favor of said plaintiff for $433.73 being the amount of the principal and interest due on said note and for the costs taxed and to be taxed and released & waived all exceptions and right of appeal in the premises -

It is therefore considered that said plaintiff recover of said defendant - the sum of $433.73 being the amount of said note with interest - computed at 6% per annum from this day & also his costs herein expended, taxed at $ -

6238

6239 Michael Davis
vs
B. Watson &
R. Watson

This day came the plaintiff by J. L. Cameron attorney, and thereupon came R. L. Woodbeson 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 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 $687.00.

It is therefore considered that said plaintiff do recover of said defendants the said sum of $687.00 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 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.

6177

6237. Morgan Savage
vs
David Thomas and
Elias Thomas

This day came the plaintiff by John W. M. Brodrick his attorney, and thereupon came J. B. Cole, one of the attorneys of record of this court, who, by virtue of a warrant of attorney duly executed, now produced in open court and duly proven, waived the issuing and service of process, and entered the appearance of defendants herein. And by virtue of the same ~~power~~ warrant of attorney, confesses that there is due from the said defendants to said plaintiff, as is alleged in said plaintiff's petition the sum of $151.50. It is therefore considered that said plaintiff, recover of said defendants said sum of $151.50 so aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest 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.

6238 Kerbey & Freenawalt
vs
James Powers and
Mary A Powers

This day came the plaintiffs by John M Brodrick, their attorney, and thereupon came J B 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 the appearance of 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 $103.57 It is therefore considered, that said plaintiffs recover of said defendants the said sum of $103.57 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.

6177 Luther Winget
vs
Sarah E Webster and
W D Webster

On motion of the plaintiff and upon his producing the return of the Sheriff of the Sale under a former order of this Court. On careful examination of the proceedings of 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 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, Luther Winget by deed according to law, the property so Sold

And the Court coming now to distribute the proceeds of said Sale, amounting to, ($1282.50) Twelve hundred and Eighty two and 50/100 Dollars, it is ordered that the Sheriff out of the money in his hands, pay "First" first to Luther Winget, for Taxes advanced by him on said land, the sum Forty and 10/100 dollars Secondly; the costs of this action Taxed at $37.00 Thirdly; to the plaintiff Luther Winget, the purchaser, the ballance of said Money, remaining in his hands to wit; $1215.50 Twelve hundred and fifteen and 50/100 Dollars, — And there still remaining due to said Luther Winget the sum of ($400.00) four hundred Dollars, It is considered that he recover the same from the defendants, the said Sarah E Webster and W D Webster and execution is awarded therefor,

Tuesday, August 25th, A. D. 1891

6152 John Markey
vs
Winget Harriman

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 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 John Markey by deed in fee simple the lands and tenements 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 the sale amounting to Sixteen hundred dollars, it is ordered that the Sheriff out of the money in his hands pay--

First -- The costs of this action taxed $51.$\frac{22}{00}$

Second.-- The taxes amounting to 139\frac{50}{00}$.

Third -- To the plaintiff John Markey the balance of said money remaining in his hands, to wit, the sum of $1409.$\frac{28}{00}$ dollars to be applied as a credit upon his judgment against the said defendant in his first cause of action described in his petition; and there still remaining due to the said John Markey upon his first and second cause of action the sum of $17.$\frac{48}{00}$ dollars.

And there is due plaintiff from the said defendant Winget Harriman upon his third cause of action the sum of eight hundred and fifty-three and $\frac{65}{100}$ dollars: and also due plaintiff from the said defendant Winget Harriman upon his fourth cause of action one hundred thirty-nine dollars leaving a balance still remaining to the said John Markey the sum 1010\frac{13}{00}$ dollars. It is considered that he recover the same from the defendant Winget Harriman and execution is awarded therefor. It is further agreed that the said Winget Harriman shall have a reasonable time to remove the corn now on said premises, also the privilege of removing some wood that is now cut for the purpose using in making sugar known as sugar wood. 6161

6173 James Holloran
vs
David Bauer et al

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order

Tuesday August 25th AD 1891

of this Court, and the Court on careful examination of the proceedings of the said sale 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 James Holloran 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 $---. It is ordered that the Sheriff out of the money in his hands pay--- 1st. To the Treasurer of this County the taxes penalty & interest against said property, to wit: the sum of--$. Secondly: The costs of this action taxed at---$
Thirdly: To the plaintiff of said money remaining in his hands to wit, the sum of---$ to be applied as a credit upon his judgment against the said defendant. And there still remaining due to the said James Holloran the sum of---$ it is considered that he recover the same from the defendant David Baner and execution is awarded therefor.

6161 Samuel Westlake et al,
vs
John H Clark 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 in 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 A.B. Robinson 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 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 Two hundred and seventy five dollars; it is ordered that the sheriff out of the money in his hands pay- First: The taxes amounting to $

Second; the costs amounting to $40 70

Third; to the plaintiff Samuel Westlake, Executor of Joseph Westlake, the ballance of said money to wit: to be applied

Tuesday August 25th 1891

as a credit, upon his judgment, against the said defendant.
And there still remaining due to the said Samuel Westlake the sum of $37763 Dollars, it is considered that he recover the same from the said John H Clark and Joseph H Cartwell, and execution is awarded therefor;

5601

6183 W. Y Rooks,
vs
Jenne Reed now
Jenne White

Now comes the plaintiff and upon his motion leave is granted to plaintiff to file petition within forty days from rising of the court.

6135 Daniel H Mulvane
vs
William Styer

The Jury in this action at a former day of this Court found in favour of the defendant, William Styer, and against the plaintiff Daniel H Mulvane.
It is therefore considered and adjudged by the Court, that the defendant go hence without day, and recover from the plaintiff his costs herein expended and taxed at $.

5991 Rose M Fleckenger
vs
George W Drumm admr

This day came the parties in the above action and settled this cause as follows,
The plaintiff is to pay the costs of this action, and the defendant allows judgment to be taken against him, as such administrator for the sum of Six hundred and fifty ($650.-) Dollars.-
It is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendant, as administrator of the Estate of Margaret Swartz deceased, the sum of Six hundred and fifty ($650) dollars without costs; and that the plaintiff pay the costs of this action;

Tuesday August 25th 1891.

5601. J R Commerse vs Marion Hopkins

This day this cause came on for hearing on the demurrer of the defendant to the petition of said plaintiff, and the same was argued by counsel, and submitted to the Court. On consideration whereof the Court do sustain the demurrer.

It is therefore considered ordered and adjudged by the Court that this action be, and the same hereby is dismissed, and that the defendant recover of the plaintiff his costs herein expended taxed to $ and execution is awarded therefor.

Thursday, June 18th 1891

6188 Samuel W Moore
vs
Clara Bell Moore

Now comes the plaintiff Samuel W Moore, and the defendant Clara Bell Moore, having been duly served with summons and a copy of the petition herein and having failed to appear, the court find her in default for answer & Demurrer, to said petition, and find that the allegations as set forth in the first cause of action in said petition are confessed 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 more than 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 evidence adduced that the defendant Clara Bell Moore has been guilty of wilful absence from said plaintiff for more than three years, 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 Samuel W Moore and Clara Bell Moore be, and the same hereby is dissolved, and both parties are released from the obligation of the same, and it is further ordered that the care, custody, control and education of the said Child James B Moore, of said parties hereto be, until further order, confined to the said Samuel W Moore, plaintiff with the privalige that the said defendant, May visit it all reasonable times,

And it is further ordered that the plaintiff pay the costs of this action taxed at $ and execution is awarded,

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