JOURNAL

16

Appointment of Stenographer 294
" Deputy Sheriff (Pearce) 421
" Deputy Recorder (W.P. Gregg) 5-19.

Appointment
Assistant
Adams Em
Aller Ezek
Atkinson Ea
Adams Je
Atkinson
Ayers D.W. ad
Anthon
Anthrac
Alexand
Alden U.S
Ayers D.W
Anderson

Appoin
Assistant-Prosecuting Attorney. 127-
Adams Emily M Adams vs Anna Gill et al 42.86.
Aller Ezekiel vs Geo W. Drumm admr. 58-59.61.62-70.
Atkinson Earnest L vs Albert Southerd, et al 14 & 303.
Adams John Q vs Emma Adams. 157-
Auldman Taylor & Co vs Thos Palen. 244
Ayers D.W. admr vs J. T. W. P. Robinson 194 & 195
Anthony Alice E, vs Nathaniel D Degood 259. 287.
Auttman & Co. vs Jenkins Jacob 285
Alexander Teama vs Ruben Lawman et al 332.
Alden U.S vs J A Culbertson 398.
Ayers D.W vs Almeda Browning 424
Anderson Daniel, vs Elizabeth Anderson 460 579 & 520

A

Board of Visitors, to charitable institutions 186,

Bland Mercy M vs Dra Fenner. 48.103 119.166.222.225.339.
Blake Imogene vs Wm H. Blake. 108.
Bank of Richwood vs G. R. Dixon et al 127.
Same " Same et al 128.
Bank of Marysville vs C H Cleveland 284
Bank of Marysville vs W J Price. 285.
Bank of Marysville vs J A McAllister 292.382.-403.
Bank of Richwood vs C. H. McCurdy et al 377
Same vs James Cooley. 391-391-

Bell Silas
Bell Phine
Black Ja
Buffingt
Bills
Buffingt
Board of Edu
Beem Orr
Blair Jos
Baldwi
Byser G
Biddle Th
Barnes
Baker L.G.
Ballinger
Bellus E
Bell Me
Braun
Black J.T.
Browning
Bennett
Benedic
Benton A
Baughman
Barber
Bent Sara
Benedic
Bowdre.
Bond, E
Brarbee,
Bresloro

Bell Silas vs W. H. H. Davis et al. 49-110-
Bell Phineas vs G. W. South et al. 62-82-93. to 95. 138
Black Jas L. Receiver vs Howard Bidwell, 81-87-223.
Buffington Luther vs C. C. C. & St L Ry Co 118,
Bills Approved by Circuit, for Pay 133/134-135
Buffington M Luther vs C. C. C. & St L Ry Co 137
Board of Education Worthington School district vs Robert McCoy et al 140
Beem Orin vs J. M. Horn et al, 157.
Blair John vs C. H. McCurdy, 171.
Baldwin N. M. & Bros vs Alfred Davis. 168
Busser Young vs W. T. Busser et al 181. 323-380-383-
Biddle Thomas vs Caleb Haines admr 197-
Barnes P. E. vs W. P. Erwin et al. 203-
Baker L. G. Guardian vs O. P. Lenox et al 205,
Ballinger Ann F vs Alice Ballinger. 223.- 247.
Bellus Ellen vs Burton Bellus. 225.
Bell William vs Ira Tayner 234. 236. 245
Braun John vs Orvie Smith et al 310
Black J. T. Receiver vs J. W. Robinson admr et al 320.- 406. 432- 455-
Browning Almeda, vs Oliver D Browning 328,
Benedict Wilber D vs Chas H McCurdy. 369. 385. 442.
Benedict & Son vs C. H. McCurdy et al. 374-
Benton Aaron L vs C. H. McCurdy 384.
Baughman Elizabeth vs John Baughman et al 392- 386.
Barbee Virginia L. vs. Felix A. Barbee 405.
Bent Sarah vs Charles Bent 63
Benedict Wilber D. vs Chas H. McCurdy, 374 508.
Bowdre, Lovina vs Benjamin F Bowdre, 464.
Bond, Emeline, vs. Malissa Hager 516.
Barbee, B. I. vs. Jonathan Grandstaff 542.
Breslin Robert. vs R M Gray et al 491

B

Comm
Crennan
Clark L
Carter J
Cammar
Cranston E
Connec
Courtrig
Cartmell
Cook Ge
Conkle
Courtrig
Carter
Carter
Conover
Courtrigh
Chapman
Cutler
Cole E. E
Carr W
Cody M
Connor
Crawfo
Coe Mer
Conner
Cameron
Case, Jas
Cranston
6453 Cutter
6454 Crawfo
Connecti
Cody M
Church
Courtrig
Coder Fra
Woodew
Clark
Crandal
Copeland
Clark L
Campbell
Commerc
Chance
Corder Ge
Cheney, C
Carne, C
Coe, Clin

Committee to Commissioner 63.235-248 Cole, Philander v. B. In Memoriam — page 205

Crummie Effie G. vs Dorie H. Marshall et al. 5

Clark Lester vs Calvin Felkner. 38.103-159, 214, 354.-394

Carter James vs Bk North Lewisburgh. 38.103-159, 214, 356

Cammann B.F. vs A. Reitzel. 43.88.

Cranston E.R. vs John Hartson et al. 50.

Connecticut Mutual Life Ins Co vs Lafayette Worl et al. 53-115.

Courtright F. vs F. M. Taylor, 57.58, 56, 84-99.

Cartmill Wm S. " Cratia B. Irwin. 66, 68, 90, 106.

Cook Geo W. vs Mathew Lingel 84-139.

Conklin Joel C. vs Harrison McCoy 91-141

Courtright-Oriel admr vs Elijah Mitchel. 102

Carles Alvin vs James Myers. 106.

Carter Mary E vs Joseph Carter 107-

Conover Nicholas vs Mary L Conover 110.

Courtright-Martha E vs Frank Clover. 107.

Chapman C S. et al vs R W & N P Thompson 116.

Cutler James vs George C Welch et al 132

Cole E. E assignee vs Ruben Frazell 159.

Carr Wm vs Saml Waddle et al, 153, 383.

Cody Margaret vs Michael Cody. 164

Connor Thomas J. vs James Galloway Jr et al 100.-189-190-191-192

Crawford Chas vs Spurgen Clark et al 203, 222, 311, 336

Cox Moses. vs Jesse W Good et al -206-219-254

Conner Joseph vs A. Nichols. 211.

Cameron J. L. vs L. W. Crain et al. 227.

Case, Jason, et al vs Eckelberry, Hile 261

Cranston John B, vs. A & Boylan et al, 261-415

6453 Cutler James vs Debolt H. G. et al 259-309 & 310

6454 Same " Same 264.-309.

Connecticut Mutual Life, vs Charles G Laidgraw et al 279.

Cody Michael et al vs George Gamble 282, 331, 387.

Church Leonard et al vs Wm H. Garrington 299-371

Courtright Hickwood vs L. J. Taylor et al 317, 325-326.

Coder Frank S. vs Susan W. Coder. 330.

Woodworth Jasper vs George Crandall 348

Clark John B. vs E. N. Healey. 382, 431, 432, 434-485.

Crandall Geo et al vs Jasper Woodworth et al. 387.-396-446-

Copeland, Henry. vs Ballard, Lydia 416.

Clark Lester vs Jerusha Clark 418, 455.-483, 495 499

Campbell Wm J vs T. G. Debolt et al. 444-429-474

Commercial Bank vs W P Robinson 201

Chance Missouri M. vs O M Scott & Bro, 507

Corder George vs. Union Central Life Ins Co 507-

Cheney, Elizabeth vs. Maria Caldwell et al 524.

Same, Emily E. vs Catharine R. Brown 540.

Coe, Clinton H. vs. P. L. Coe 543

C D E F G H I J K L M N O P Q R S STATE T U V W X Y Z

C

Drake
Donnal
Davis
Decker
Dawson
Demote
Davis Je
Davis, W
Dague
Dickinson
Davis
Davis W
Daymun
Dague
Davis, Jo
Duffy, C
Dickinson
Decker
DeGood, C
Dalie
Dumph,

Drake Lydia et al vs Evaline Brewster et al, 40.109.
Dorrual Mary E vs O.B. Eaton admr. 43.
Davis George vs Michael Davis. 56. 393. 62.
Decker Mary A. vs Conrad S. Decker. 64-87
Dawson Jas W. vs Wm Moffitt. 67-
Demster Grace vs John B Demster 95.
Davis Jennetta L. vs George D Davis, 143
Davis, W. S. vs. Leonard Jacob 140
Dague Henry exr vs A O Pandrew et al 78
Dickinson Joseph J. vs M W Hill et al 156. 199.
Davis " vs Samuel Wright et al. 157.
Davis W. H. vs N. C. Ellis. 157.
Day Munson vs. Joseph Osborne 197.
Dague H. vs Viola Wilson et al. 216. 226. 281
Davis, Jeannette L. vs. Davis, George D. 188
Duffy, C J adv Murphy John 275
Dickinson Joseph J. vs Willis Epperson et al 280
Decker Leroy vs Ida M. Houston 379.
DeGood, Mary A vs Wilber DeGood, 417
Dalie A. H vs J. F. Roll 447-448-449-450. 457-497
Dumph, Alpharetta vs. French Dumph 517.

Eldridge Johnson et al vs M. J. Dennis 38. 42. 103. 157. - 184
Elliott Abner et al vs James Carter. 113.
Elliott Alonz vs Inez Elliott. 170.
Evans, Robert vs. Evans, Nettie 78.
Eisenmenger H. C. vs Benj Wood et al. 315. 333. - 403 - 406. - 457.
Elliott Wesley vs Callie A. Elliott 452,
Evans Henry vs Logan Green 511. - 525.

D

Ellis

Ellis Florence M vs Kenton L Metal 311

E F G H I J K L M M' N O P Q R S STATE T U V W X Y Z

E

Fuller Th
Finch He
Flecker & Chap
Farley Mary
Fox Geo E
Fullington Th
Fuller E.
Fullington
Fahey Te
Fahey's Bo
Ferguson
Ferguson
First Nation
Fahey's Bo
Farrier
Finley J
Fredrick
Farrier

Fuller Thomas D. vs A.M. Robinson et al Page 47.
Finch Hosea et al " William Kirby et al 31.
Flecker & Chapman vs Margaretta E. Burns et al 43. 158. 134. 176. 321.
Farley Mary Ann vs Edmund Taylor et al, 84
Fox Geo E vs Margaretta E. Burns, 104.
Fullington W.C. vs Ann M. Kilcher et al. 111. - 141 303. - 323 - 481 - 531.
Fuller E.A. vs Margaret Nash et al. 213. - 257.
Fullington W.C. vs Thos Shelts et al. 211. 383.
Fahey Timothy vs John R. Dixon et al. 248 - 279
Fahey's Bank vs John R. Dixon et al 249 & 250 - 279
Ferguson W.H. vs J.M. Russell, et al 292
Ferguson W.H. vs. Rogers Nancy M et al 302
First National Bank of Renton vs Stephen Snipson et al 408
Fahey's Bank vs. Francis R. McCurdy & Wm H. McCurdy 409 - & 410.
Farrier Robt. vs Saul Walker 494
Finley J.J. vs J.W. Severe et al. 513. 545
Fredrick Jacob W. vs Mary A. Fredrick et al 544.
Farmers Bank vs Thomas Conner et al 491

F G H I J K L M M N O P Q R S STATE T U V W X Y Z

Grand Jury B
Graham
Griswold
George Ja
Guthrie Jos
Gibson Jose
Graham L
Gartner
Gabriel Du
Gardiner
Gleardeau
Guardeau
Goldsberry
Gardner M
Graham
Gates Isaa
Gartner
Garrett Ja
Gill & al

G

Harr
Hills
Harrison
Hamilto
Hamilt
Hamilton Geo
Harsh
Heinton
Harris
Hoops W
Hill W. H
Hatcher
Houston
Hays J
Hutsenpi
Haines
Hoffm
Hammo
Hitt J
Hannay
Henry
Harrim
Holman,
Hays, Le
Harsh
Hannig
Hydrauli

Hammond Jonathan vs Chicago St L & P Ry Co 3. 144.
Hills V. T. vs John T. Moore et al 39.
Harrison Melissa vs Edward Harrison 57-
Hamilton Leo B vs Enos Beatty et al. 70.
Hamilton John M et al vs Sarah Reder et al. 77.
Hamilton Leo B vs Robert Cooper et al. 85
Harsh Caleb. vs Levi G Munroe et al. 138
Hinton Thomas vs Orrin Hammond. 155. - 289
Harris Geo et al vs W. L. Davis et al 157. 383.
Hoops W J et al admrs vs D. F. Hollingsworth 164. 230. 281-354
Hill M. W et al application to vacate &c. 168.
Hatcher Thos C vs David Duncan et al 224.
Houston Alice M. vs Wm A Houston 228. - 244
Hays Joanna vs Russel T. Rickman. 240.
Hutsenpiller E. R. vs Philip Lind, Page 251. - 460
Haines W J vs Joshua Truett. 360. 367. 371. 372. 393. - 394 - 458.
Hoffman Ruben C. vs Lester Clark. 380. 386. 441. 454.
Hammond John A. vs John C. Dellinger. 382.
Hitt J B & Co vs F F. Hazen et al 384
Hannagan Andy. vs Village of Richwood 407
Henry Eliza vs. Herand Henry 417. 428.
Harriman Martha J. vs Thomas Martin et al 443.
Holman, Arthur D. vs. N. Y. L. E. & W. Ry. Co. 440. - 499
Hays, Lena E. vs Herbert R Hays 494-
Harsh Caleb. vs. Joseph P. Eubank et al 495 - 535.
Hannigan, Andy. vs. State of Ohio 517.
Hydraulic Press Mfg. Co. vs. D. Hubbard et al 522

H I J K L M N O P Q R S STATE T U V W X Y Z

Professor Kau
Divine Ga

Prescott Hiram vs French Prescott et al 182:221.
Irvine Jas vs Lafayette Harriman et al 368 – 409.

I J K L M M' N O P Q R S STATE T U V W X Y Z

Jurors

James
Jolliff
Johnson
Jackson
Johnson C
Jenkins
Jennings
Jantar
Jones C

Jurors - 393 -

James Rachel A. vs Riley James. 60.
Jolliff J. Leadm vs Richard Hoskins et al. 62. 72. 89. 177.
Johnson A. S. vs William Goff. 68. 69. 70. 71-72. 92 99.
Jackson L. A et al vs E. M. Bigelow et al. 103.
Johnson Chas vs Wm M. Carlisle. 181-229. 288 395. - 410
Jenkins Mary by her Guardian vs O P Lucy 205
Jennings Amanda W vs Frank Jennings 369.
January Otway vs H. S. Green et al 438
Jones Caleb vs Thos A. Hatcher et al 438.

J K L M M' N O P Q R S STATE T U V W X Y Z

Knightten
Kelberry
Kilberry
Kames
Kelly A
Kennedy
Kinlon
Kile Will
Kimbal
Kirby & Sw
Kennedy
Kilbery K
Kent Fred
Kuhn
Kennedy

Knightlinger Amanda vs Wm Knightlinger, 68.
Kelberry Jas F vs P.C. & S.F. R.R. Co 85
Kilbery S. H. vs Mahala Drumfee et al, 104-152. 187
Karnes Alvin vs James Meyers 118.
Kelly A.S. & Co vs G.W. Good, 165.
Kennedy J.M. vs Joel C. Conklin 206 - 237.
Kinlon L.M. et al vs Florence Ellis, et al 208 - 466 - 486.
Kile William N. vs Benjamin W Evans 290
Kimball H.D vs S.P. Kimball 355
Kirby & Greenwalt vs G.E. Kinney 430
Kennedy Jessie vs W.S. Kennedy 450.
Kilbery Robert B. vs. Jane Watson et al, 471
Kent Fredric vs James Thompson 478
Kuhn Cora, vs. Wm Powell, et al 493.
Kennedy. J. M. Guard. vs. Cassius M.C. Williams 502, 513-539

K L M M N O P Q R S STATE T U V W X Y Z

Leonard, Jacob vs. Davis N.S. 140

K

Leonard
Liggett
Lincoln
Liggett L
Legler W
Lincoln O.
Lawson
Lee Dennis
Lawson L
Lyon A

Leonard Jacob vs Mary J. Leonard Page 4.5.
Liggett Absalom vs Morgan Savage 30.
Lincoln & Kimball vs P L Cox et al 89.229-288-290-321.325-326.
Liggett Luther vs Saml W. Culbertson. 160.
Logler Thos et al vs E.R. Davis et al 170
Lincoln O.Co. vs W. Y. Roots et al 229.382.
Lawson Sarah H. vs J. A. Culbertson. 388.
Lee Emma vs Alfred E Lee 435.
Lawson Sarah H. vs J. A. Culbertson et al 453.
Lyon Ada. vs Samuel Turner 531.

L M M N O P Q R S STATE T U V W X Y Z

Mitchel
Myers J.
Montgom
Marysville S. B
Mathaffy J.
Marshall
Miller Ele
Mary Dor
Mitchell J.
Montgomery J
Merrill Ch
Mattison J
Martin
Miller E
Mars Ba
Murphy
Miller D
Morse Ra
Michigan
Moore Ma
May Dor
Moore S.
Martin
Martin L
Moseley, S
Martin, C
Miller, L
Moseley,
Martin, L
Maloy. L

Mitchel Amey E vs Mary E. Lechman et al 40. 41 - 133 - 134. - 257. 260.
Myers J. H. vs John Perkins 53-56. 73. - 132.
Montgomery R. H. vs Malin Wright et al. 60
Marysville S. B & L. A vs John T. Moore et al. 67.
Mathaffy J. T. assignment - 82.
Marshall Mollie E vs T. E. Taylor et al 87
Miller Ellen vs James Williams 107.
May Dora A. vs Samuel H. May 112.
Mitchell J. L. vs E. Mitchell et al 131-
Montgomery John L. vs Sarah Montgomery 146
Merrill Abner vs Phebe Williams et al - 153 - 200. 201 - 212.
Mattison John P. vs Henry Sparks et al 155 - 145. 146.
Martin Thomas vs A. C. Pierson 159. 356.
Miller E. G vs Dolbear & Vonderau 158
Maris Bessie E vs W. P. Maris 238
Murphy A. J. vs John Duffy et al 275 258. 277. 376 - 410 - 411. - 418.
Miller Dora by G vs Mary Tatman et al 353. - 407 - 530. 534 -
Morse Rayl Admr vs Mathias Loschky et al 334. 384 - 401 - 468 - 473.
Michigan Mutual life vs Thomas Russel et al - 406. 475. - 485 - 488 - 515. 535.
Moore Mary J. vs Christopher R Moore 97
May Dora, vs Samuel May 458
Moore Simon vs Mahler Brothers 487
Martin Lawrence vs Thomas Martin 426 479. -
Martin Lawrence et al vs Olford Holle & wife 497
Moseley, A. C. vs. Eram J. Healey Exec. 503 - 533
Martin, Robert. vs. Mary Martin 511.
Miller, Dora by Guard. vs. Mary Tatman 534.
Moseley, A. C. vs. Eram J. Healey 538
Martin, Lawrence et al vs. Mordie Wm 540
Maloy, Clara P. vs. Nettie Collett et al 542.

M
M
N
O
P
Q
R
S
STATE
T
U
V
W
X
Y
Z

M

McCu
Jan
McDon
McEl
McConn
McDowe
McIro
McLal
McFadd
McCune
McIntire
McCune Lo
McCloud,
McIntire
McKelv
Mc Gann

McCune Lewis & Griswold vs Charles Erb 6,-7.
Same " " " Charles & Bro. 6.
McDonald Jas For Ida E McDonald, 108.
McElwaine Lydia E, vs James R McElwain 123.
McCormick Harvesting Co vs Jas Mulvaine 151.
McDowell Mary J vs Alex McDowell 163. 188.
McIlroy John M. vs J. F. McIlroy et al 176.
McLaughlin Joanna vs John Shelhamer et al 275-334-
McFadden Bell, M. vs Laurence H McFadden 285
McCune Chas vs P. C. C. & St L Ry Co. 332. 454-
McIntire Lucy D vs Mary Jackson et al 353.
McCune Lewis & Griswold vs Isaac F. Bates et als. 354-360.376-446.
McCloud, Malinda et al vs Milton Montgomery et al 477.
McIntire Wm D. vs. Hannah Clark et al, 449. 448.
McKelvy Clemina vs Charles McKelvey 283.
McCampbell James Admr. vs. McCampbell 545-

M
N
O
P
Q
R
S
STATE
T
U
V
W
X
Y
Z

Nichols
Newark
Napier
Nash
Newhouse
Nicely, M

Mc

Nichols Annie vs Elijah Witter et al. 42.48.71.
Newark Machine Co vs Jacob W. Keller. 196-
Napier Ryland R vs Julia Napier. 241-
Nash Anna M. vs William Nash 161
Newhouse Catherine vs Amos Newhouse. 457-
Nicely, Margaret vs. Jaggers, Viola B. 482-496.-573, 538

N O P Q R S STATE T U V W X Y Z

Orders of Court 747

Opinion

Obrian v
Ohio Farmers

Opening of Terms of Court

Obrian John vs Jacob Leonard. 77.
Ohio Farmers Ins Co vs John L Ramsey et al 199.

O P Q R S STATE T U V W X Y Z

Partition

Perkins. A

Pitts James

Powers Po

Price Elizab

Parrish

Pitts E.D.

Powers Ma

Powell, Owen

Peoples Ba

P.C.C. Lot S

Price J

Pritchard

X Perkins E.

Peirsol

Poling Sa

Potts Do

Perfect. H

Perfect. Cl

Porter J

Sam

Powers, J

4

0

Partition Fees for attys. 172-

Perkins. Adoniram J. et al. vs. Beck. Aaron Bet al Pages. 18-19.
Pitts James E. et al. vs James M Davids et al 28.
Powers Polly Ann vs P. B. Cole et al. 43.
Price Elizabeth B vs Job Smith et al. 65-73.
Parrish Joseph vs Nancy Parrish 91.
Pitts E. D. vs J. M. Hoskins et al 103.
Powers Mary A vs W. T. Wood. 166. 167. 384.-477.
Powell, Owen Nichetto & Black et al vs T. T. Kilbury admr. 198.
Peoples Bank vs David Thomas. 220.
P. C. C. & St L Ry Co vs Berry Hammond et al. 230.-312
Price John C. vs Robert Smith Trees. 259 310
Pritchard Effie vs Wm Pritchard. 372.
x Perkins E. H vs Aff Scott et al 394-458.-
Pensol Evan vs Martha Ellen Pensol 397.
Poling Sarah A vs Poling Thos J. 452.
Potts Dora vs Lasco Potts 493.
Perfect, Helen. vs. George Wilber et al. 516
Perfect, Clarence, vs. Dick Hipple 513
Porter John L et al vs Daniel Miller. 532
Same " Lonie Alexander 533.
Powers, Thomas vs. Geo. C. Damm 542

P Q R S STATE T U V W X Y Z

Durgler

Quigley, H. N. vs. P. G. Wynegar 343.

Q
R
S
STATE
T
U
V
W
X
Y
Z

Roger
Robin
Roots
Rogers
Robinson
Roots
Richwo
Reid
Rogers
Robins
Robins
Robinson
Robins
Robins
Robinson
Robinson
Robinson
Robins
Rogers
Robins
Robins
Rogers
Robins
Robins
Rugglee
Rebale
Robins
Rhoads
Robinson
Reed Da
Ring Da
Rogers
Robinson
Robinson

263-295-

" 23-139-179-187-217-209- 254-255-255-283-256.

Rogers Mary L. vs Robert W. Thompson et al Page 1.-2.-3.-8.-9-10.-11-12-13.-14-15-16-17-18. 21.22.

Robinson D. M vs R. & W. & L. R. R. Co. 38. 103. 159. 214. 356.

Roots W. Y. vs Alfred Stewart et al. 115.

Rogers Ezra vs Elon L. Rogers. 47.

Robinson John vs Addison Bidwell. 47. 156. 159-160. 161-164. 184.

Roots W. Y vs Jennie White. 59.

Richwood Deposite Bank vs Nate L. Moffitt et al, 67.

Reed Thomas vs George Reed et al, 69.

Rogers W. L vs Joshua Truitt. 88. 135.

Robinson J. W. Admrs vs C. M. Jones. 102.

Robbins Joseph vs Geo Cunningham. 104

Robinson Curry & Co vs John Turner et al 110.

Robinson J. W. admr &c vs J. S Smith et al 123

Robinson J. W admr &c vs W. H Williams et al 124.

Robinson J. W admr &c vs Albert Hammer et al 124

Robinson J. W. admr &c vs Hotchkiss Morgridge et al 125.

Robinson John vs William H Bidwell 134

Robinson John vs Thomas Jones et al 135.-148. 181. 184. 208-215. 306.

Rogers W. S vs Joshua Truitt 135. 214. 425. 486.

Robinson John vs Wm H Bidwell et al 136. 137. 164

Robinson J. W admr. vs A. N. McCampbell et al 138

Rogers Robert vs Roger S. Pinney 159.

Randall Charles vs Wm Spicer et al 207.-215

Robinson J. W. vs Esther Walk et al 208

Robinson J. W. assignee vs J. M. McElroy. 220. 229. 231

Rogers W. L vs John Ophile. 229.-280.-298. 301-315

Robinson A. B Guardian vs Saml Bowdre 231.

Rodebaugh John D. vs Wm Highlinger 235.-257

Robinson J. W. admr &c vs Daniel Hammer et al 284

Ruggles Mabel P. vs Adolphus P Ruggles 285.

Rebate Pharmacy Co vs L. E. & W Bury Co 332.

Robinson Robt E vs Elijah Mitchel 378.

Rhoads Cassius & vs H. T. Strader 353.

Robinson J. W. vs Malin Burris. 324.

Reed Dyer Exr vs Jacob M. Fisher. 430

Ring David M vs Chas Dessp. 433.

Rogers E. P. vs W. L. Rogers admr &c 434

Robinson J. W vs Geo W Court et al 492-495. 543.

Robinson, J. N. Admr. vs. John T. McCullough 505-

Soldier
Sheriff's
Simpson
Stevens
Smith
Schrederer
Shiels
Speak
Singer
Sweeney
Smith
Smith
Springfie
Shepper
Springfield
Shipley
Sturtz
Shirk
Stofer
Saddler
Stillings
Snider
Snodgra
Sloop
Shearer
Sabine
Speigle
Southa
Shuler
Stout
Spicer
Smith
Stillin
Southa

R

Soldier's Relief Commission Page 32.235.
Sheriff's Allowance " 32-86-136, 183, 202-211-212-248-260-277-302-395-432-546
Simpson J. M. vs Mary J. Simpson. 55.
Stevenson Elizabeth J. vs E. O. Stevenson et al. 61. 161- 207
Smith Simmons Rabbag Co vs G. E. Thompson 79-169.
Schneider John vs L. L. C. & D. L. R. R. Co. 79-116
Shirk Susannah vs Job Shirk. 58.
Spakman Ida M. vs Harvey Spakman 116.
Singer Sewing Machine Co vs John S. Connell et al 141
Sweeney James vs Wm H. Gray Treasurer 146
Smith Ann Eliza vs Anson H. Smith. 167. 181.
Smith Simmons & Peabody Co vs George E. Thompson et al 169.
Springfield Engine & Thresher Co vs Chas Harrison et al. 177.
Shepper Catherine vs W. H. Williams et al. 197.
Springfield Nat'l Bk vs B. F. Johnson et al 197. 211. 222-308.
Shipley Alfred vs G. S. Ford et al 236. 287
Sturtz V S vs H D Kell et al 217
Shirk Mary. vs. Aaron Shirk. et al. 256. 277-333.
Stofer Martha vs Stofer Laura 287 296
Saddler J. F. & Co vs Richard Cody et al. 287.
Stillings Wm. vs M. H. Dea — 288.
Snider Philip et al vs Geo. A. Fox et al 320. 357.
Sandgrass Lacy vs Melissa Converse et al) 330. 331. 332. 381. 428.
Sloop Martha J. vs Sarah A. Sparks. 335-336. 388.
Swasey & March vs A. M. Freeman. 353. 386.
Sabine A vs Sabine H et al 422.-419-
Speigle Margaret vs Wm Otte 424
Southard L. Hadur vs Wm Welwood 431
Shuler Frances et al vs Willie H Thompson et al 435-438-459
Stout Amanda vs C. L. Stout. 447.
Spicer H V. vs John T Handley 473.
Smith, Mary, C. R. vs. George Wilber et al 504.
Stillings, Olive vs. L. F. Carpenter et al 522.
Southard, L Hadur vs Wm Welwood 500

S
STATE
T
U
V
W
X
Y
Z

State of Ohio on relation of Arthur Webb admr vs Ezra Witter et al. 106. - 545

State of Ohio vs Jas Kennear. 63. 78. 80. 83.
Same vs Elmer Poling. 63. 81.
Same vs Henry De C. Richards. 66. 128, 130
Same vs Peter Parker. 69. 74.
Same vs Ora Jacobs. 69. 74.
Same " Judah Snodgrass. 72.
Same " H. D. Hill 77. 129. 171. 173. 174.
Same " Chas Singer. 79.
Same " Lewis Andrews. 80
Same " Edward Andrews. 80.
Same " Frank Nichler. 88
" " 88

Same " Henry De C Richards. 128. 129. 130. 130.
Same vs Frank Alexander 131 & 132. 174
Same vs E. J. Evans. 162.
Same vs Frank Shaver. 165. 175
Same vs S. Gilmore Young. 165. 175. 182.
Same vs William Noble. 165. 166 175
Same vs Jesse Shackelford 227.
Same vs Charles Perry. 238.
Same vs Amaza Bell. 241.
Same vs Dock Prichard 293
Same vs Harlow Clark 293
Same vs Charles Williams 361. 363.
870 Same vs Frank O. Penney 361
871 " vs Same 361.
Same vs David Taylor 362.
Same vs George Winters. 362.
Same vs Arthur Watts et al. 362.
Same vs Chas Hutchinson. 363. 383. 384. 385.
Same vs Ford Torquat 363.
872 Same vs Harry Nye 364.
873 " vs Same 364.
" vs Newton Lingel 365.
" vs Melvin Lingel. 365
878 " vs John Lingel. 366.
886 " vs Same 366.
879 Same vs Same 366.
881 Same vs Same 366.
882 Same vs Same 364.
883 Same vs Same 365.
884 Same vs Same 365
885 Same vs Same 361.
891 Same vs John Buckley 369.
859 Same vs Andy Hannegan 373.
860 Same vs Same 373
861 Same vs Same 373
862 Same vs Same 374
863 Same vs Same 374
864 Same vs Same 374
865 Same vs Same 374

State of Ohio vs James Slafford. 433.
Same vs Wm Miller. 433-451. 453.
Same " Reuben Stretz. 434.
Same vs Val Koerner 439
Same vs Davis Johnson 439
Same " Frank Sommer 439 & 440.
Same " Fredrick Sommer 440.
Same " Clark, Edward 390
State of Ohio, vs Harry Hoover 493
Same vs. Frank Grove 505
Same ex rel. vs Robert Perdue 511. 539
State of Ohio, Ex rel, vs Jacob Westfale 510
Same vs. Jesse Philipps 505

Times of
Thompso
Thompson
Sherman
Tatum &
Thornbur
Tingley &
Taylor
Taylor
Thompson
Thompson et
6469.
Thompson
6470 Thompsa
6483, Thom
Tussaing
Thompso
Thompson
Tattle B
Sherman N
Thompson
Taylor
Third P

STATE

Times of Holding Courts - 33 - 246, 463.
Thompson R.W. vs W.S. Rogers. 38.103. 280. 381.
Thompson R.W. & N.P. vs W.S. Rogers. 38.103. - 280. 381-382.
Thurman R.H. vs S.W. Dolbear et al. 54. - 119
Tatum Eleanor vs W.J. Harbert et al. 75. 114.
Thornburgh Ida vs Sarepta Hopkins. 82.
Tingley & Wagners vs Lenox Bros 105. 106-111-142.
Taylor John R admr & c vs Wm H Murphy 135. 193.
Taylor F.M. vs Fleetwood Courtright 145
Thompson James vs R.W. Thompson et ae 229 - 308
Thompson et al, Nelson vs. Stokely, John et al. 252 269 339-340-341-342-343-344
6469 Thompson R.W. & N.P. admrs vs W.S. Rogers. 276.
6470 Thompson N.P. surv part vs W.S. Rogers et al 276
6483. Thompson R.W. & N.P. admrs & c vs Rogers & wife 291
Tussey Rebecca vs Sarah Wright et al. 321. - 387
Thompson Harvey vs John Black et al 376. 385-443.
Thompson Moses vs B.V. Buffington 380. - 407 +
Tuttle Krystee A. vs John F. Tuttle 381.
Tiernan N.J.M. vs Frank Tiernan 427
Thompson Elizabeth vs W.S. Rogers -
Taylor John R. vs. Lewis Holt et ae 495
Third Nat. Bank vs. W.G. Vaughan 540

T
U
V
W
X
Y
Z

Union Co F
Union Barracks
Jenere Ba
Union Co
Ulery Ar

Union Co Farmers Ins Co. Ex parte 84- 537
Union Banking Co vs D. J. Considell et al 220.
Venere Banking Co, vs Dolphus H Moore, 294-407.
Union Central Life Ins Co vs Charles Bradley et al 423-477
Ulery Anna B. vs — Frank Ulery — 461

U
V
W
X
Y
Z

Vanderaar Philip. vs Lewis Strong & Wife. 518
Vincent Ella vs Vincent Cicero 226,

U

Vail Ruben vs Dart Anderson. 375. 375. 379. 393.

V
W
X
Y
Z

Winget W
~~Witte~~ Wa
Woolam
Weaver
Wymgar
White Mis
Wright
Watkins
Worshar
Worthington
Waight-fa
Walker
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Wednesday. August. 26th AD 1891

5973 Mary L Rogers vs Robert W Thompson et al

This day came the administrators of James Thompson deceased, and Nelson P Thompson asked leave to file their cross petition against the heirs of John G Thompson, deceased, Whereupon on consideration of the Court leave is given to file said Cross petition, and the same is filed.

5973 Mary L Rogers vs Robt W Thompson, et al

This day came Nelson P Thompson, and asked leave to file his amended answer and cross petition against the said Mary L Rogers, one of the heirs of James Thompson deceased, Whereupon on consideration of the Court, leave is granted to file said answer & cross petition; and the same is filed.

5973 Mary L Rogers vs Robert W Thompson et al

This day came the following parties to wit; C.D. Perfect & Sons; Legler, Barlow & Co; Eldrige & Higgins; J.T. Johnson; V.J. Hills; S P Elliott & Sons; Edwin B. Robbins & Co Miles, Bancroft & Shelden; Belknap, Carpenter & Co; D.S. Ambach & Co; W C Downey & Co; Dague Anderson & Co; and ask leave to file their amended answer and cross petition, against George E Thompson, a bro, and Elizabeth Thompson the widow of James. Thompson deceased. Whereupon, on consideration of the Court, leave is given to file said answer and cross petitions of the above named parties, and the same is filed.

5973. Mary L Rogers vs Robert W Thompson et al

This day came on this cause to be heard on the cross petition of the Administrators of James Thompson dec'd, and Nelson P Thompson, against John Thompson, Howard Thompson, Fanny Thompson, and Nettie Richardson, the heirs at law of John G Thompson, And the Court being fully advised in the premises, finds the allegations of said cross petition to be true, and that said John G Thompson was indebted to said James Thompson and Nelson P Thompson, in the sum of one thousand dollars, with

Wednesday August 26th AD 1891

with six per cent interest from the 28th day of February 1884 for money paid by them for him on said note as alleged, and said heirs are liable to have the said sum offset against their interest in said Estate; and that the same should be offset against their interest in said lands;

Therefore it is considered, ordered and adjudged by the Court that out of the proceeds of the sales of the lands in said proceedings described, which decends to said heirs of John G Thompson decd there be deducted the sum of one thousand dollars and said interest ~~accordingly~~ amounting now to the whole sum of Fourteen hundred and fifty dollars, with interest from this date; and that the same be applied in payment of said claim against them in favour of said Estate and Nelson P Thompson, And the court hereby order said offset and payment to be made to the extent necessary out of their said shares in said proceeds of said sales.

5973. Mary L Rogers vs Robert W Thompson et al

This day came on this cause to be heard on the cross petition of E E Shedd & Sons, against Wray T Thompson one of the defendants, and the Court being fully advised in the premises do find the allegations in said cross petition to be true and that there now is due said E E Shedd & Sons, as alleged, against said Wray T Thompson the sum of $511 42 with six per cent interest from Feby 17th 1885. now amounting to the sum of Seven hundred and Eleven & 58/100 Dollars, ($711 58) and $17 27 costs as set up in said petition; which sums the court find to be a lien on said Wray T Thompson's interest in said lands by virtue of said levy made thereon the 28th day of October 1889. Therefore it is ordered and decreed by the Court that out of the proceeds of the sale of said lands there be paid out of the interest of the said Wray Thompson in said lands to the said E.E. Shedd & Sons, the said sum of $711 58, with interest from this date, and the said sum of $17 27, costs on said Judgment in satisfaction of said lien —

5986

5986. 5973B. Mary L Rogers vs Robert W Thompson et al

This day came on this cause to be heard, on the cross petition of W. C. Fullington against Robert W Thompson, and answer thereto by Nelson P Thompson and the administrators of the Estate of James Thompson decd Whereupon the Court being fully advised in the premises do find the allegations of said cross-petition to be true and that there is due to the said W. C. Fullington as surviving partner &c

from Robert H Thompson, the amount alleged in said petition, to wit; on said two judgments fifty two hundred and eighty Eight dollars ($5288.00) with eight per cent interest from January 28th 1891, amounting to at this date to— Fifty four hundred and seventy two dollars, $5472.00, which sum with $26.50 costs on said judgment, which the Court finds to be a lien as alleged on the interest of said Robert H Thompson in the lands in said proceedings described — It is therefore considered, ordered and decreed by the Court that said Robert H Thompson within three days, pay said sums to said W. C. Fullington, and in default thereof that on the confirmation of the sales of said premises, that the said sums be deducted from his share and interest in said lands, and be applied upon and in payment of said sums and interest at Eight per cent from this date and costs, and further, it is found by the Court, that as between James Thompson and Nelson P. Thompson, who the Court find were Co-sureties on the notes mentioned in the ~~cross~~ answer of Nelson P Thompson, and the administrators of James Thompson, for Robert H Thompson, and that the said James Thompson agreed in writing with Nelson P Thompson to guarantee said Nelson P Thompson against loss on account of said suretyship as alleged in said answer; Therefore it is considered, ordered and adjudged by the Court that the said administrators pay out of said estate any ballance if any exist, of said sums found due said Fullington as aforesaid, before said Nelson P Thompson shall be held liable as between him and said Estate.

5986 Jonathan Hammond vs Chicago, St Louis, & Pittsburg Rail Way Company

Now Comes the defendant, 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 in this case,

5986. Jonathan Hammond vs The Chicago, St Louis, and Pittsburgh Railway Co

This day this cause came on to be heard on the motion for a new trial filed by the defendant whereupon the Court being fully advised in the premises hereby overruled said motion, to which ruling and judgment this defendant excepted and asked the Court to allow and sign and seal his bill of exceptions, which is accordingly done. Whereupon this cause coming on to be heard upon the verdict rendered by the Jury in this case, it is considered

Wednesday, August 26th 1891

ordered and adjudged by the Court that said verdict be confirmed and the plaintiff recover of the defendant the sum of fifteen hundred dollars. together with his costs herein expended and taxed at $--
Said Judgment of fifteen hundred dollars, to draw interest at six per cent from the date of Verdict to-wit; the 14th day of February AD 1891
To which Judgment the defendant excepts,

No 6137. Jacob Leonard vs Mary J Leonard } This day this cause came on to be heard and thereupon 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 that being in default for answer and demurrer, the allegations of said petition are confessed by her to be true.

The Court also find from the evidence adduced that the defendant has been guilty of Adultery, as alleged in said petition. and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore considered, ordered and adjudged by the Court, that the Marriage Contract heretofore existing between the said Jacob Leonard, and Mary J Leonard 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 plaintiff Exclusively. And the said defendant is hereby enjoined from interfering in any manner with either of said Children, or with the plaintiff in his custody of them; but it is hereby ordered that the defendant have the privalege of visiting said children at all reasonable times, until the further order of this Court.

The Court further find that the parties hereto, have agreed upon the alimony to be allowed to the defendant by a written agreement in the words and figures following to wit:

6145 In The Court of Common Pleas of Union County Ohio.

6137 Jacob Leonard Plaintiff vs Mary J Leonard - defendant } No Settlement of Allimony

This day the following agreement of allimony was duly entered into by and between the parties hereto as follows; That is to say, said Jacob Leonard is to rent the farm of about 214 acres in Allen Township, Union County Ohio on which said parties reside for two years, with the privalege of Six Years. Out of the rent received therefor said defendant Mary J

Wednesday. August 26th AD 1891

Lenard, is to receive the sum of One hundred dollars per year payable in semi-annual installments of fifty dollars each at the times stipulated in the lease for the payment of the rent for said farm. If said plaintiff should sell said farm, or if desired by either party at the expiration of said lease, then the value of said defendants dower interest shall be computed according to the table laid down in "Teague's Manual for assignees," computing said farm at the rate of Forty dollars per acre and the age of said plaintiff at 53. years, March 6th 1891 and said defendant at 39. years March 1st 1891.

If said defendant should desire to leave said farm before the first rent becomes due, said plaintiff is to pay one years rent in advance.

Said defendant is to retain a home on said premises during said lease so far as the plaintiff is concerned. – Said plaintiff is not to molest said defendant in the same, but not to be responsible for the acts of the tenant or tenants thereon. – Said defendant is to have the use of the household and kitchen furniture, and if she removes from said premises she can take such articles as she may choose therefrom for her own use, except the Piano and Cook Stove. –

In witness whereof we have hereunto set our hands this 24th day of August AD 1891

Jacob Lenard
Mary Jane Lenard

It is therefore considered, ordered and adjudged by the Court that said agreement be, and the same hereby is full and complete allowance of alimony to said defendant, and that the judgments therein specified to be paid to said defendant be, and the same hereby are, made a charge and lien upon said Two hundred and fourteen acres mentioned in said agreement, and that the same be in lieu of the dower interest of said defendant in all of said plaintiffs property

It is further ordered by the court that the plaintiff pay the costs herein made, (including a counsel fee of $15.00 to J L Cameron,) taxed to $– and execution is awarded therefor,

6145 Effie G Crummie
vs
Dora H Marshal et al

On motion of the plaintiff and upon producing the return of the sheriff of his proceedings and sale, under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceeding and sale are hereby approved and confirmed, And the Sheriff is ordered by deed duly executed to convey said premises to the purchaser, Martin Wetzel free from the Dower of the plaintiff Effie G Crummie,

And the said Effie G Crummie having by her petition

Wednesday August 26th AD 1891.

asked to have her dower assigned in said premises, or such proceeding had as are authorized by law, and it appearing that partition could not be made without manifest injury sale was ordered free from said dower interest and the Court find the just and reasonable value to be Two hundred and Seven dollars, It is further ordered that out of the proceeds of said sale the sheriff pay —
First; To the Treasurer of Union County $ being the Taxes and penalty due due on said premises
Second; To the clerk of this court the costs of this action, including an attorney fee of $25.00 to W H Ayers.
Third; To Effie L Summice the said sum of $ as for her full dower in said premises.
Fourth; And of the residue of the proceeds of said sale, to Doie H Marshall, one third of the moneys remaining after payment of the sums aforesaid, and to Frank E Marshall the one third of said sum, and to Gertie M Marshall one third of said sum,

No 6205 McCune Lewis & Griswold vs Charles Erb

This day this cause was submitted to the Court by the defendant, and the Court finds that the said defendant has been duly served by summons and is in default for answer or demurrer to the petition herein, the petition is taken as confessed by him, wherefore it is adjudged by the Court that the said plaintiff recover against the said Charles Erb as Maker of the promissory note described in the petition the sum of $1334.67 with interest at the rate of Eight per cent per annum from May 26th 1891, together with his costs in this behalf incurred, taxed at $

6206 McCune Lewis & Griswold vs Charles Erb & Bro

This day this cause was submitted to the Court by the plaintiff, and the Court finds that the said defendants have been duly served by summons, and are in default for answer or demurrer to the petition herein, the petition is taken as confessed by them, whereupon it is adjudged by the court that the said plaintiff recover against the said Charles Erb and Brother as Makers of the promissory note described in the petition the sum of $438.06 with interest thereon at the rate of eight per cent per annum from May 26th 1891, together with his costs in this behalf incurred, taxed at $

Wednesday August 26th 1891.

McCune Lewis & Greswold
6207 vs
Charles Erb

This day this cause was submitted to the Court by the plaintiff, and the Court finds that the said defendant has been duly served by summons, and is in default for answer or demurrer to the petition herein, the petition is taken as confessed by him: Whereupon it is adjudged by the Court that the said plaintiff, McCune Lewis, and Greswold recover against the said Charles Erb the sum of five hundred and twelve, and 23/100 ($512 23) dollars, on an account as set forth in the petition in this case, with interest at 6% from May 25th 1891, together with his costs in this behalf incurred, taxed at $-

William M Winget et al
Infirmary Directors
6187. vs
Jane Spencer.

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 upon 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 R L Woolburn 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 now coming to distribute the proceeds of said sale, amounting to three hundred and thirty four dollars,- one third cash in hand, one third in one year and one third in two years, with six per cent interest- It is ordered that the Sheriff, out of the one third of the proceeds, being the cost payment - First; pay to the treasurer of Union County the taxes $
Second; The costs in this active $ and to Robinson & Woolburn $ 25.00 atty fees.
Third; To the plaintiff William M Winget, David R White, and John E Harriman (The Infirmary Directors) the ballance of said money remaining in his hand, to wit; the sum of $.
Also the two notes calling for one hundred and Eleven dollars and sixty six cents $ 111.66 for the defered payments of said purchase money - be made to the said Infirmary Directors and the same given to them.

Wednesday August 26th 1891

5973 Mary L Rogers vs Robert H Thompson et al

Now come on this case to be heard on the answer and cross-petition of Nelson P Thompson, against Mary L Rogers, Whereupon the Court being fully advised in the premises, do find the allegations of said answer and cross-petition to be true, That there is due to said Nelson P Thompson from the said Mary L Rogers on her first note described in said answer and cross petition the sum of Two hundred Dollars, with 8 per cent from July 27th 1891, and costs; Also that there is due to the said Nelson P Thompson on his second note, described in said petition the sum of Eight hundred and Twenty seven dollars with eight per cent interest from August 26th 1891.

Ent of N.P. Thompson vs Mary L Rogers

The Court further find that on the 27th day of April, that the said Mary L Rogers, Executed a Mortgage deed to the said Nelson P Thompson, upon her entire interest in the lands in the petition described, and that the same is a lien upon said lands from the 27th day of April 1891, to the full amount of the notes described in answer and cross-petition —

Two hundred dollars with eight per cent interest from July 27th 1891, and Eight hundred and twenty seven dollars at 8 per cent interest August 26th 1891,

Therefore it is considered and ordered by the Court, that out of the proceeds of the interest in the lands in the petition described of Mary L Rogers be paid to the said Nelson P Thompson, $200.00 with Eight per cent interest from July 27th 1891, and $827.00 with 8% per cent interest from August 26th 1891, and costs in full satisfaction of said notes,

5973 Ent of N.P. & R.W. Thompson adm's &c

Mary L Rogers vs Robert H Thompson et al

This day came Walter C Fullington (the said Mary L Rogers failing to answer, reply or demur, to the answer & cross petition of the said Walter C Fullington) and the Court being fully advised in the premises do find that the said Mary L Rogers is indebted to said Walter C Fullington as a ballance upon a judgment obtained against said Mary L Rogers, and her husband W.S. Rogers, on the 3d day of December 1889, and that said judgment became and was a lien upon her undivided interest in the real estate described in the petition in the above entitled case, from said date December 3d 1889, And that said ballance yet due and unpaid upon said judgment is Eleven hundred and seventy nine and 90/100 Dollars ($1179.90) with interest to be computed on the same at 8 per cent from 27th day of February AD 1890, It is therefore ordered and adjudged by the Court, that out of the interest and share of said Mary L Rogers of the proceeds of the sale of the real estate made in this case, the amount

5973 Ent of W. Fullington

5973 Entry of S.P. Elliott & Sons, vs Geo E Thompson & Elizabeth Thompson

so remaining due and unpaid upon said judgment, with said interest computed, be first paid according to its said priority before distribution or payment be made to her from said proceeds of said sale,

Mary L Rogers
5973 vs
Robert W Thompson et al }

Now comes on this case to be heard upon the Answer and Cross Petition of Nelson P Thompson and Robert W Thompson Administrators of the Estate of James Thompson deceased, Whereupon the Court being fully advised in the premises, do find the allegations of said Answer and Cross Petition to be true; That there is due to said Nelson P Thompson and Robert W Thompson, as administrators of said James Thompson deceased, from the said Mary L Rogers, the sum of Five hundred and sixty one and 10/100 Dollars, with Eight per cent interest from March 25th 1890.

Ent of N.P. & R.W. Thompson as admrs &c

The Court further find, that the said Mary L Rogers executed her Mortgage deed to the said Nelson P. Thompson and Robert W Thompson as administrators, upon all of her interest in the lands described in her petition, and that the same is a lien upon her interest in said land from April 27th 1891 to the full amount of notes described in said answer and cross-petition, and that the same is a lien next to the said lien of Nelson P Thompson filed in this case.

Therefore it is considered and ordered by the Court that out of the proceeds arising from the sale of said land of the interest of the said Mary L Rogers, be paid to the said Nelson P Thompson, and Robert W. Thompson Five hundred and sixty one and 10/100 Dollars, with eight per cent interest from March 25th 1891 and costs in full satisfaction of said note,

Mary L Rogers
5973 vs
Robert W Thompson et al }

Now comes on this cause to be heard upon the answer and cross-petition of S. P. Elliott & Sons against George E Thompson and Elizabeth Thompson; Whereupon the court being fully advised in the premises, do find the allegations of said answer and cross petition to be true, That there is due to said S. P. Elliott and sons from the said George E Thompson and Elizabeth Thompson on the said judgment in said answer and cross petition described the sum of thirty three and 90/100 dollars, and two and 20/100 dollars costs on said judgment, which was a lien on said land of said George E Thompson and Elizabeth Thompson, from August 8th 1891. Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E Thompson and Elizabeth Thompson, in the same to be paid to S. P. Elliott & Sons, said sum of $33 90/100 and $2 20/100 costs, and interest in

Entry of S.P. Elliott & Sons, vs Geo E Thompson & Elizabeth Thompson

Wednesday August 26th AD 1891

in satisfaction of said judgment. The Court further find that on the 24th day of January AD 1891 George E Thompson and Elizabeth Thompson made and delivered to S P Elliott and Sons their promissory note for the sum of thirty three and 72/100 dollars, with 6 per cent interest from date, said note due in Twelve months from date thereof.

The Court further find that George E Thompson gave his Mortgage deed to Elizabeth Thompson on his entire interest in the lands in the petition described, The said Elizabeth Thompson signing said note as Surety.

The Court further finds that the said Elizabeth Thompson holds said Mortgage in trust for the said S P Elliott & Sons

Therefore it is considered and ordered by the Court, that out of the proceeds of the interest of George E Thompson and Elizabeth Thompson be paid to said S P Elliott & Sons a note calling for, $33.72 with 6 per cent interest from January 24th 1891 and costs in satisfaction of said note,

5973 Entry for J R Johnson vs G E Thompson

5973. Mary L Rogers vs Robert W Thompson et. al.

Now comes on this cause to be heard on the answer and cross-petition of C D Perfect & Sons, against George E Thompson and Elizabeth Thompson, Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true, and that there is due to said C D Perfect & Sons, against, said George E Thompson and Elizabeth Thompson on the judgment in said cross petition described the sum of thirty six and 90/100 dollars. with interest from this date, and $2.20 costs on said judgment, which was a lien on said lands of said George E Thompson and Elizabeth Thompson from July 30th 1891

Entry of C D Perfect & Sons vs G E Thompson

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E Thompson and Elizabeth Thompson in the same there be paid to C D Perfect and Sons, said sum of $39.10 and interest and costs in satisfaction of said judgment - The Court further find that on the 24th day of January 1891 George E Thompson and Elizabeth Thompson made and delivered to C D Perfect & Sons their promissory note for thirty six and 79/100 dollars due in Twelve months with six per cent from date, That George E Thompson executed mortgage to the said Elizabeth Thompson covering his entire interest in the lands described in the petition and the said Elizabeth Thompson held said mortgage in trust for the said C D Perfect & Sons,

5973 Entry of Leglow Barber vs G E Thompson

Therefore it is considered and ordered by the Court that out of the proceeds of the interest of George E Thompson and Elizabeth Thompson be paid to C D Perfect & Sons, said note calling for $36.70 and interest from January 24th 1891 and costs in satisfaction of the same,

Wednesday. August. 26th A.D. 1891

5973 Mary L Rogers vs Robert W Thompson et.al.

Now comes on this cause, to be heard on the answer and cross petition of J T Johnson against George E Thompson and Elizabeth Thompson; Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true And that there is due to said J. T. Johnson, against George E Thompson and Elizabeth Thompson on the Judgment in said answer and Cross petition described the sum of Fifteen and 84/100 dollars with interest from this date, and $2.20 costs on said Judgment. Which was a lien on said lands of said George E Thompson and Elizabeth Thompson from July 30th 1891

Entry for J T Johnson vs G E Thompson

Therefore it is considered and ordered by the Court, that out of the proceeds of said lands, of the interest of George E Thompson and Elizabeth Thompson in the same there be paid to the said J. T Johnson the sum of $15.84 and costs $2.20 - in all $18.04 and costs in satisfaction of said Judgment, —— The Court further find that on the 24th day of January 1891. George E Thompson and Elizabeth Thompson made and delivered to J T Johnson their promissory note, calling for fifteen and 75/100 dollars, due in twelve months, with six per cent interest from date,

The Court further finds that George E Thompson, gave a Mortgage Deed to Elizabeth Thompson, who was Surety for him on said note, to secure her against any loss, - on his entire interest in the lands described in the petition; And further finds that said Elizabeth Thompson holds said Mortgage in trust for the said J T Johnson

Therefore; it is considered and ordered by the Court that out of the proceeds of the interest of George E Thompson and Elizabeth Thompson be paid to J T Johnson said note, amounting to $15.75/100 with six per cent interest from January 24th 1891 and costs in satisfaction of the Same ——

5973 Mary L Rogers vs Leglow, Barlow & Co, Robert W Thompson et.al.

Now comes on this cause to be heard on the answer and Cross-Petition of Leglow, Barlow & Co, against George E Thompson and Elizabeth Thompson; Whereupon the Court being fully advised in the premises, do find the allegations of said answer and cross-petition to be true, and that there is due to said Leglow and Barlow & Co, against said George E Thompson and Elizabeth Thompson on the Judgment in said Cross-petition described the sum of One hundred and twenty two and 40/100 dollars, with interest from the 26th day of August 1891. and two and 20/100 dollars ($2.20) costs on said Judgment, which was a lien on said land of said George E Thompson and Elizabeth Thompson from July 30th 1891. Therefore it is considered and ordered by the Court that out of the proceeds of said Lands of the

Entry of Leglow, Barlow vs G E Thompson

interest of George E. Thompson and Elizabeth Thompson in the same there be paid to Leglow and Barlow & Co said sum of $122.40 and costs $2.20 in all $124.60, and interest in satisfaction of said judgment, — The Court further find that on the 24th day of January 1891, George E Thompson and Elizabeth Thompson made and delivered to said Leglow, Barlow & Co. their promissory note for the sum of One hundred and twenty one and 77/100 dollars due in Twelve months, with six per cent interest from date

5973.

That on the 24th day of January 1891. George E Thompson Executed a mortgage to the said Elizabeth Thompson, covering his entire interest in the lands described in the petition. And the said Elizabeth Thompson holds said mortgage in trust for the said Leglow, Barlow & Co.

Therefore it is considered and ordered by the Court that, out of the proceeds of the interest of George E Thompson and Elizabeth Thompson be paid to Leglow, Barlow & Co said note calling for One hundred and twenty one & 77/100 dollars and interest from January 24th 1891 an costs, in satisfaction of said note

Entry for Dague, Andrews & Co vs G.E. Thompson et. al.

5973. Mary L Rogers vs Robert W Thompson et al,

Now comes on this cause to be heard on the Answer and Cross Petition of V T Hills, against George W Thompson and Elizabeth Thompson, Whereupon the Court being fully advised in the premises, do find the allegations of said answer and Cross petition to be true; That there is due to the said V T Hills, from the said George E Thompson and Elizabeth Thompson, on the judgment in said answer and cross-petition described the sum of Forty and 91/100 dollars with interest from this date, and $2.20 costs on said judgment; which was a lien on said lands, of said George E Thompson and Elizabeth Thompson from July 30th 1891.

Entry of V T Hills vs Geo Thompson et.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands, of the interest of George E Thompson and Elizabeth Thompson, in the same, there be paid to V T Hills said sum of $40.91/100 and costs of $2.20 in all $43.11 and costs and interest in satisfaction of said judgment.

The Court further finds that on the 24th day of January 1891 George E Thompson and Elizabeth Thompson made and delivered to V T Hills their promissory note for the sum of Forty and 7/100 dollars with six per cent interest from date, due in twelve months from date, — The Court further finds that George E Thompson gave his mortgage deed on the 24th day of January 1891 to Elizabeth Thompson, who is surety on said note, on his entire interest in the lands in the petition described, And that the said Elizabeth Thompson holds said Mortgage in trust for the said V T Hills,

Therefore it is considered and ordered by the Court, that out of the proceeds of the interest in said lands, of George E Thompson and Elizabeth Thompson be paid V T Hills, said note, amounting to, $40.91 with six per cent interest from January 24th 1891, in satisfaction of said note,

Mary L Rogers
vs
5973. Robert H Thompson et. al.

Now comes on this cause to be heard on the answer and cross petition of Dague, Andrews & Co, against George E Thompson and Elizabeth Thompson, Whereupon the Court being fully advised in the premises, do find the allegations of said answer and cross petition to be true. That there is due to said Dague, Andrews & Co, from the said George E Thompson and Elizabeth Thompson, on the said judgment in said answer and cross petition described the sum of Fifty nine and 30/100 Dollars with interest from date, and $2.40 costs on said Judgment, which was a lien on said lands of George E, Thompson and Elizabeth Thompson from August 12th 1891. –

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E Thompson and Elizabeth Thompson in the same, there be paid to Dague, Andrews & Co the sum of $59.30 and $2.40 costs – in all, $61.70 interest and costs, in satisfaction of said Judgment,

Entry for Dague, Andrews & Co vs G E Thompson et. al.

The Court further find that on the 24th day of January 1891 George E Thompson and Elizabeth Thompson, made and delivered to Dague and Andrews & Co, their promissory note for the sum of fifty nine and 30/100 Dollars, twelve months from date with six per cent interest – and that the said Elizabeth Thompson signed said note as surety for the said George E Thompson. – That on the 24th day of January 1891, the said George E Thompson gave his Mortgage Deed to Elizabeth Thompson, on his entire interest on the lands in the petition described – That the said Elizabeth Thompson holds said Mortgage in trust for the said Dague, Andrews & Co – Therefore it is considered and ordered by the Court that out of the proceeds of the interest in said lands, in the petition described of George E Thompson and Elizabeth Thompson, be paid to Dague Andrews & Co. said promissory note calling for fifty nine and 30/100 Dollars, and interest from January 24th 1891, in full satisfaction of the same and costs,

Wednesday August 26th AD 1891

5973. Mary L Rogers vs Robert H Thompson et al.

Now come on this cause to be heard on the answer and cross-petition of Edwin B. Robbins & Co, against George E Thompson and Elizabeth Thompson, Whereupon the court being fully advised in the premises do find the allegations of said answer, and cross petition to be true – That there is due to said Edwin B Robbins & Co from George E Thompson and Elizabeth Thompson, on the judgment in said answer and cross petition described the sum of Thirty Three and 34/00 Dollars, with interest from date, and $2.20 costs on said judgment, which was a lien on said lands of George E Thompson and Elizabeth Thompson from August 8th 1891.

Entry of Edwin B. Robbins vs G. E. Thompson et al.

Therefore it is considered and ordered by the court, that out of the proceeds of said lands, of the interest of George E Thompson and Elizabeth Thompson in the same, there be paid to Edwin B Robbins & Co. said sum of $33.34 and costs, amounting to $2.20 in all $35.54, interest and costs, in satisfaction of said judgment, – The court further finds that on the 24 day of January 1891 George E Thompson and Elizabeth Thompson made and delivered to Edwin B Robbins & Co, their promissory note for the sum of Thirty three and 16/00 dollars, due in twelve months, with six per cent interest from date, – And that the said George E Thompson gave his mortgage deed to the said Elizabeth Thompson, upon his entire interest in the land in the petition described – That said Elizabeth Thompson holds said mortgage in trust for the said Edwin B Robbins & Co,

Therefore it is considered and ordered by the court that out of the proceeds, of the interest of George E Thompson and Elizabeth Thompson, be paid to Edwin B Robbins & Co, said note calling for Thirty three and 16/00 dollars with six per cent interest from January 24th 1891 and costs in satisfaction of the same,

5973 Mary L Rogers vs George E. Thompson et al.

Now comes on this cause to be heard on the cross petition of C. L. Robinson, Curry & Co, against Wray T Thompson Whereupon the court being fully advised in the premises, do find the allegations of said cross-petition to be true, and that there is due to C. L. Robinson, Curry & Co. against said Wray T Thompson on their judgment in said cross petition described the sum of Three hundred and Sixty three and 45/00 Dollars, with interest from this date, and $7.00 costs on said judgment, which was a lien on said lands of said Wray T Thompson from March 3d 1890 – Therefore it is considered ordered and decreed by the court that out of the proceeds of said land

Entry of Robinson Curry & Co vs Wray T. Thompson

of the interest of said Wray T Thompson in the same, that there be paid to the said C L Robinson & Corry & Co. said sum of $363.45, and interest, and said Costs, in satisfaction of said judgment, — but this lien is prior to the lien of E. E. Shedd, & Co against said Wray Thompson, mentioned in this record.

5973 Mary L Rogers vs R M Thompson et al

Now on this cause to be heard on the Answer and Cross-petition of Eldridge & Higgins, against George E Thompson and Elizabeth Thompson — Whereupon the Court being fully advised in the premises, do find the allegations of said Answer and Cross Petition to be true, that there is due to said Eldridge & Higgins, from the said George E Thompson and Elizabeth Thompson on the judgment in said Answer and Cross Petition described the sum of One hundred and fifty three and 46/100 Dollars, with interest from this date, and Two & 20/100 Dollars costs on said judgment, which was a lien on said lands of said George E Thompson and Elizabeth from July 30th 1891, — Therefore it is considered and ordered by the court that out of the proceeds of said lands, of the interest of George E Thompson & Elizabeth Thompson in the same there be paid to Eldridge & Higgins, the sum of $143.46 and costs, $2.20, in all, $145.66 and costs and interest in satisfaction of said judgment. —

Entry of Eldridge & Higgins vs G E Thompson et al.

The Court further finds that on the 24th day of January 1891, George E Thompson and Elizabeth Thompson made and delivered to Eldridge & Higgins, their promissory note for the sum of One hundred and forty two and 72/100 Dollars, with six per cent interest from date, due in Twelve Months, — The Court further find that George E Thompson gave his Mortgage deed on the 24th day of January 1891 to Elizabeth Thompson, (who was only surety on the said note) on his entire interest in the lands in the petition described

And that the said Elizabeth Thompson holds said Mortgage in trust for the said Eldridge & Higgins.

Therefore it is considered and ordered by the Court that, out of the proceeds of the interest of George E Thompson and Elizabeth Thompson, be paid to Eldridge & Higgins said note calling for $142.73, with six per cent interest from January 1891 and costs in satisfaction of the same,

Wednesday. August 26th AD 1891.

5973. Mary L Rogers vs Robert H Thompson et al

Now comes on this cause to be heard, on the answer & cross-petition of Belknap, Carpenter & Co, against George E Thompson and Elizabeth Thompson, Whereupon the Court being fully advised in the premises, do find the allegations of said answer and cross-petition to be true – That there is due to the said Belknap, Carpenter & Co, from the said George E Thompson and Elizabeth Thompson, on the Judgment in said answer and cross-petition described, the sum of Two hundred and Seven and 25/100 Dollars, ~~and $2.50~~ with interest from this date and $2.50 costs on said Judgment, which was a lien on said lands of George E Thompson and Elizabeth Thompson from August 11th 1891, Therefore it is considered and ordered by the Court that out of the proceeds of said lands, of the interest of George E Thompson and Elizabeth Thompson in the same, there be paid to Belknap, Carpenter & Co, said sum of $207.25 and costs $2.50 in all $209.75 in satisfaction of said Judgment, The Court further finds that on the 24th day of January 1891, George E Thompson and Elizabeth Thompson made and delivered to Belknap, Carpenter & Co their promissory note for the sum of Two hundred and Six and 21/100 Dollars, due in twelve months, with six per cent interest from date, that the said Elizabeth Thompson signed said note as Surety,

Belknap, Carpenter & Co vs G E Thompson & Elizabeth Thompson

The Court further find that George E Thompson gave a mortgage deed to Elizabeth Thompson, on his entire interest in the land described in ~~the~~ plaintiff's petition, – And that the said Elizabeth Thompson holds said mortgage in trust for the said Belknap, Carpenter & Co, — Therefore it is considered and ordered by the Court that out of the proceeds of the interest of George E Thompson and Elizabeth Thompson be paid to Belknap, Carpenter & Co said note calling for – Two hundred and six and 21/100 Dollars, with six per cent interest from the date thereof, and costs in satisfaction of said note,

5973. Mary L Rogers vs Robert H Thompson et al

Now comes on this cause to be heard on the answer & cross petition of Miles, Bancroft & Shelden, against George E Thompson and Elizabeth Thompson, Whereupon the Court being fully advised in the premises, do find the allegations of the said answer and cross petition to be true, and that there is due to the said Miles Bancroft & Shelden, from the said George E Thompson and Elizabeth Thompson, on the judgment in said answer and cross-petition described the sum of Forty and 85/100 Dollars, with interest from this date, and 2.50 costs on said Judgment, which was a lien on said lands of George E Thompson and Elizabeth Thompson, in the same

Entry of Miles, Bancroft & Shelden vs G E Thompson et al –

Entry of D S Ambach & Co vs G E Thompson et al –

5973.

from August 11th 1891. Therefore it is considered and ordered by the Court, that out of the proceeds of the lands, of the interest of George E Thompson and Elizabeth Thompson in the same, there be paid to Miles, Bancroft & Sheldon, $40 35 and Costs amounting to, $2 50 in all, $43 85 and costs, in satisfaction of said judgment. The Court further find that on the 24th day of January 1891 George E Thompson and Elizabeth Thompson made and delivered to Miles Bancroft & Sheldon their promissory note for the sum of Forty & 65/100 Dollars, due in twelve months, with six per cent from date. That the said George E Thompson gave a Mortgage Deed to the said Elizabeth Thompson, upon his entire interest in the lands described in the petition - That said Elizabeth Thompson signed said note as Surety, - and that said Elizabeth Thompson holds said Mortgage in trust for the said Miles, Bancroft & Sheldon.

Therefore it is considered and ordered by the court, that out of the proceeds of the interest of George E Thompson and Elizabeth Thompson be paid to Miles Bancroft & Sheldon said note, calling for Forty & 65/100 Dollars with six per cent interest from January 24th 1891 and costs in satisfaction of the same,

Mary L Rogers.
vs
5973. Robert W Thompson et al

Now comes on this cause to be heard on the Answer and Cross-petition of D S Ambach & Co, against George E. Thompson and Elizabeth Thompson, - Whereupon the Court being fully advised in the premises do find the allegations of said answer and Cross-petition to be true, that there is due to said D S Ambach & Co from said George E Thompson and Elizabeth Thompson on the judgment in said answer and cross-petition the sum of Two hundred and fifty five and 55/100 Dollars, with interest from this date, and two & 50/100 dollars costs on said judgment, which was a lien on said lands of George E Thompson and Elizabeth Thompson from August 15th 1891.

Entry of D S Ambach & Co vs G E Thompson et al -

Therefore, it is considered and ordered by the Court, that out of the proceeds of said land of the interest of George E. Thompson and Elizabeth Thompson, in the same, there be paid to D S Ambach & Co. the said sum of $255 55 and $2 50 costs in all. Two hundred and fifty Eight and 55/100 Dollars. in satisfaction of said judgment and costs.

The Court further find that on the 24th day of January 1891. George E Thompson, and Elizabeth Thompson, made and delivered to D S Ambach & Co, their promissory note, for the sum of Two hundred and fifty four and 24/100 Dollars. - due in twelve months with six per cent interest from date thereof. - That said Elizabeth Thompson signed said note as surety for the said George E Thompson The said George E Thompson gave his Mortgage Deed to the said Elizabeth Thompson, upon his entire interest in the land in the petition described - The Court further find that said Elizabeth Thompson holds said Mortgage in trust for the said D. S. Ambach & Co.

Therefore it is considered and ordered by the Court, that out

Wednesday, August 26th 1891

of the proceeds of the interest of George E Thompson, and Elizabeth Thompson be paid to D S Aubach & Co. said promissory note calling for Two hundred and fifty four and 24/100 Dollars, with interest from date, and costs in satisfaction of said note.—

Mary L Rogers.
5973. vs
Robert W Thompson et al

Now comes on this case to be heard on the answer and cross-petition of W. C Downey & Co, against George E Thompson and Elizabeth Thompson, Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross petition to be true,— That there is due to said W. C Downey & Co, from said George E Thompson and Elizabeth Thompson, on the judgment in said answer and cross petition described, the sum of Twenty two and 10/100 with interest from this date, and costs amounting to $2 60. on said judgment which was a lien on said lands of George E Thompson and Elizabeth Thompson from the 15th day of August 1891

Entry of W. C. Downey & Co vs G E Thompson Eliz Thompson

Therefore, it is considered, and ordered by the Court, that out of the proceeds of said lands, of the interest of George E Thompson and Elizabeth Thompson in the same, there be paid to W. C. Downey & Co. said sum of $22 10 and costs, $2 60/100 amounting in all to $24 70 in satisfaction of said judgment.

Adoniram J Perkins, Henry A Perkins, Nelson Flemming Elizabeth Flemming, George W Court, David Black, Emma O. Black, Mary L Bourdre, Lucinda Bourdre, a minor, and Benjamin C Bourdre, a minor,
No 6201. vs.
Aaron B Beck, and unknown heirs of Aaron B Beck, —— Beck, wife of Aaron B Beck; James W Beck, and unknown heirs of James W Beck; —— Beck, wife of James W Beck; Vivian P. Beck, and the unknown heirs of Vivian P Beck; —— Beck wife of Vivian P Beck; Isaiah E. Beck, and unknown heirs of Isaiah E Beck, —— Beck Wife of Isaiah E Beck; Mary Huffman, and unknown heirs of Mary Huffman; Raden Huffman, (husband of Mary Huffman), the unknown heirs of Samuel, Bivian Beck; the unknown heirs of Bevian Beck; Vivian Bick; and the unknown heirs of Vivian Bick; and Bir. Beck, the unknown heirs of Bir Bick,

Now comes the plaintiffs by their attorneys, and the defendants being in default for answer or demurrer, the Court find that the allegations of the petition are confessed by them to be true;

The Court further find that at the time of bringing this action the said plaintiffs were in possession of the real property

described in the petition, in the parts and proportions, as set forth in the said petition and as shown and set forth by plat "A." and the boundaries thereon marked and attached to said petition; in severally, as alleged in said petition; And that they had the legal estate in, and was entitled to the possession of the same. 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 plaintiffs ought to have their title and possession quieted as against Each and Every one of said defendants as prayed for in their petition;

Discription of Lands

Situate in the county of Tuscarawas, and state of Ohio, Township of Dover, and part of Survey No. 5498. and Bounded and described as follows; to wit; Being Lot No 22, and part of Lot No 23, on Blues Creek, Being part of Survey No. 5498. Beginning at a stake in the creek, witness, an Elm, Sugartree, and Buckeye, North West corner to Lot No. 7, and South East corner to Lot No. 21, Thence with the line of Lot No 21, N. 9° 25' W. 174 poles, to a Hickory and Dogwood, in the North original line of the Survey; Thence with said line passing the North East corner of Lot No, 22, and with the line of Lot No 23, N. 79° 30' E. 174 poles and 6 links, to a stake and stone; Thence S. 9° 25' E 242 poles to a stake in the creek, Witness, trees on the North bank of Blues Creek; Thence up the creek with the Meanders thereof to the beginning, Containing 200. acres More or less,—

It is therefore ordered and decreed, that the title and possession of the said Adamaram J Perkins, Henry A Perkins, Nelson Flemming, Elizabeth Flemming; Walter C Fullington, George W Court, David Black, Emma O. Black, Mary L Bowdre, Lucinda Bowdre, a minor; and Benjamin C. Bowdre, a minor; to all and singular the premises described in said petition, and in the parts as shown by plat "A," thereto attached, and the boundries therein marked in severally; And that each of the said plaintiffs have his title and possessione to the several tracts of land as owned by him or her, as described in said petition, and shown by said plat "A" and the boundries thereon marked in severally, quieted against said defendants, and against the claims of each, or any 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 plaintiffs, their heirs, or assigns thereto;

That the costs of this suit, be paid by the Plaintiffs.

August 26. A D 1891

Mary L Rogers
vs
5973. Robert H Thompson et al

On motion to the Court by the plaintiff, and upon producing to the Court the return of the sheriff of his proceedings, and sales, under the former order herein, and the same having been examined by the Court and found in all respects in conformity to law, the said proceedings and sales are hereby approved and confirmed. And the sheriff is ordered by deed duly executed to convey to the several purchasers the lands by them respectively bought; and that said conveyances be in fee simple, free of the dower of Elizabeth Thompson

It appearing to the Court that all of the lands in the order of sale described are not sold, and that a further order will have to be made; and that the probate court has certified a greater amount to be paid to the administrators of said James Thompson than the cash payment will amount to: and that there are various creditors of several of the parties who have filed answers and cross petitions, some of which claims are not yet due, and that it will be for the interest of all parties to defer the final distribution, until all the lands are sold; it is ordered that the said purchasers execute to the Sheriff, notes secured by mortgage on the lands by them bought, to secure the purchase money, so far as there are deferred payments, and that said notes bear interest at 6 %, and be made payable in one and two years from this date, and that said notes be held by said Sheriff in trust for the parties hereto, and subject to the further order herein, and that the Sheriff hold said notes in his official capacity,

It appearing to the Court that Nelson P. Thompson was the owner of one half of the following tracts, exclusive of his inheritance from his father, to wit: 14 ⅞ acres bid off by Marion A Shuler, for $887. and 183½ acres bid off by said Nelson P Thompson for $6159.31 and one & ½ acres bid off by Josephine M Thompson for $75. and 4½ acres bid off by said Nelson P Thompson for $168. the total amount of such sales being $7284.31: It is ordered that the whole purchase money be charged with its just and equal proportion of the costs and expenses of this case, and that after deducting said costs and expenses, one half of the cash payment and one half of the notes for deferred payments be turned over to said Nelson P Thompson,

5973

Entry to Complete Title

The said Elizabeth Thompson widow, having filed her answer, waiving assignment of Dower by metes and bounds and asking in lieu thereof its value in money; the Court finds the age of said Elizabeth Thompson to be 53 years and that after deducting the costs and expense thereof

and the said portion going to Nelson P Thompson, the former, interest of said Elizabeth Thompson is $ one third of which is payable out of the first payments, and one third out of each of the deferred payments; but the said Elizabeth Thompson having suffered judgments to be taken against her, in favour of various creditors who have become parties hereto, it is ordered that the amount coming to said Elizabeth Thompson be held by the sheriff until the further order hereof, unless she consent that the same be paid to her said creditors in proportion to their respective claims.

The Court finds that the services of Counsel in this case have been of an unusual and extraordinary nature, owing to the advancements, and various interests to be adjusted, and the Court orders the fees of Counsel to be fixed, by adding to the sum of the whole purchase money, the amount of all the advancements, and taking one and one half per cent of the total amount, making the fees of Counsel thus far $ 760.50, one half of which shall be paid to J L Cameron and the other half to Robinson & Woodburn

The Court orders that out of the cash payment, the Sheriff pay the taxes that may be a lien on said lands at the time of the sale

Second: That he pay the clerk of this court the unpaid costs & Counsel fees,

Third: That he reserve the amount due Elizabeth Thompson as hereinbefore provided, untill the further order hereof—

Fourth: That he pay to Nelson P Thompson, the amount that may be due him as herein provided, for his half interest in certain of the lands.

Fifth: That he pay the residue of the cash payment, to the administrators of James Thompson, to be applied and accounted for by them in settling the estate of said James Thompson

As to all other matters not herein specifically provided this cause is continued

Approved.

John A Price Judge.

5978 Mary L Rogers vs Robt H Thompson et al

Entry to Complete Title

On motion to the Court and it appearing from the evidence offered, that heretofore, in a suit by James Thompson, against A R Bowen, there was a sale made of the lands herein described, and that said James Thompson became purchaser, thereof, and that afterward on the 11th day of May 1859 the said sale was confirmed by the court, and the said Sheriff Abram Ikley ordered to make a deed for said lands to the said James Thompson, which appears in the record of said case on Record Book 8, being on page 333, and it further appearing from the evidence that said James Thompson paid in full the purchase money and went into possession of said lands; but no deed was in fact made to him by said Sheriff; and that the term of office of the said Abram Ikley

Wednesday. August 26th AD 1891

has long since expired; and it further appearing from the Evidence that the said James Thompson has also deceased, and that the said Lands have been sold at Partition Sale, brought by the heirs of said James Thompson, and That William A Bell is the purchaser, at said Sale and that he has paid and secured to be paid the purchase Money for said lands;

It is ordered by the Court that Thomas Martin, the present Sheriff Convey to the said William A Bell, said lands by deed duly executed, and that the clerk of this Court duly certify the facts herein found, so that the Sheriff May executed said deed

Said Lands are described as follows,

Situate in the County of Union, and State of Ohio. and being part of Survey No 5135, Beginning at a Stone in the North Line of the Springfield, Mt Vernon & Pittsburg Railroad; thence with the line of said Railroad S. 70° W 74½ poles to a stone; thence N. 10° W 75 poles to a stone; Thence N 80° E 90 poles to a stone, corner to J Griffiths land; thence with said Griffiths land S. 10° E 31½ poles to a stone; Thence S. 10° E 16 poles to a Stone; Thence S. 50½° W 8. poles to a Stake; thence S. 20½° E 4½ poles to the begining— Containing, 34, acres More or Less,

Entry of Ulric Bell & Company vs G. E. Thompson

5973

Mary L Rogers,
vs
5973 R W Thompson et al

This day this Cause came on to be heard on the answer and Cross petition of Samuel Stevens & Co, and the Evidence on consideration whereof the Court finds that the allegations in said answer and cross petition are true, that the said Notes and mortgage were executed, and said mortgage recorded, as in said answer and cross-petition stated, and the court finds that the judgment were rendered and Transcripts filed as stated, and that there is due said Samuel Stevens & Company from George E Thompson and Elizabeth Thompson upon the first judgment, the sum of $129.00 and cost of suit $3.00 and the same is a lien on the interest of said George E Thompson in said land, from January 24th 1891, and upon the interest of said Elizabeth Thompson from August 11th 1891,— And that there is a note of $226.58 with interest from January 24th 1891. which is a lien upon the interest of said George E Thompson in said land from January 24th 1891... And the Court further find that there is due said Samuel Stevens & Co, from George E Thompson, upon the other judgment mentioned in said answer and cross-petition the sum of $86, and the same is a lien upon the interest of said George E Thompson in said land from August 11th 1891

Ent of Samuel Stevens & Co vs G. E. Thompson et al

5973.

5973.

It is therefore ordered by the Court that out of the proceeds of said Sale, the interest of George E Thompson be subjected to the payment of all said indebtedness, And that the interest of said

Wednesday. August 26th AD 1891.

Elizabeth Thompson be subjected to the payment of said sum of $129. and $5.00 Costs of suit, and that the Sheriff pay the same out of any moneys coming to them.

Mary L Rogers
vs
5973 R W Thompson et al

This day came this cause on to be heard upon the answer and cross-petition of Ulric Bell & Company, and was submitted to the Court, upon the exhibits and testimony. On consideration whereof the Court being fully advised in the premises, finds that the facts set forth in said answer and cross-petition are true; and that the notes and mortgage set forth were executed, and said mortgage recorded as therein stated, and for the amount stated. That the judgment was rendered and transcript filed as stated; and that the amount of said judgment at this date is $114.00, and $3.00 costs of suit, all of which is a lien upon the interest of said Elizabeth Thompson from the 11th day of August 1891, and upon the interest of said George E Thompson from the 24th day of January 1891 And the Court finds that the amount of the said note not due, to wit; the sum of $112.14 is also a lien upon the interest of said George E Thompson, with interest from the 24th day of January 1891.

Entry of Ulric Bell & Company vs G. E. Thompson

It is therefore considered by the court that out of the money due to said George E Thompson and Elizabeth Thompson there be first paid to Ulric, Bell & Company, the sum of $114.00 and three dollars costs, making a sum total, of $117.00 And that out of the interest of George E Thompson, there be retained a sum sufficient to pay the note not due, or as both claims bear interest, the Sheriff may pay out of the interest of said George E Thompson the amount of the note not due with interest to the day of payment — and it is further ordered, that no moneys be paid to said George E Thompson, until said claims are adjusted,

Mary L Rogers
vs
5973. Robert H Thompson et al

This day came this cause on to be heard on the demurrer of plaintiff to the answer and cross-petition of Joseph Thompson, and the same was argued by Counsel and submitted. On Consideration whereof the Court being fully advised in the premises, sustains said demurrer,—

Mary L Rogers.
vs
5973. R W. Thompson et al

This day came this cause on to be heard upon, the petition and answer, and cross-petition of George E Thompson, and reply of plaintiffs, and the Evidence, On consideration whereof the Court being fully advised in the premises find in favour of the said plaintiff, and against the said George E.

Wednesday August 26th AD 1891.

Thompson, upon the issues joined in said Answer and Cross petition-petition and reply, and that the plaintiff is entitled to have said lands petitioned and sold, as prayed for, - and it appearing that before said answer and cross-petition was filed, said Lot No 37 had been included in the order of partition heretofore issued, and that it had been appraised, and the appraisement confirmed — It is ordered that the said lot No 37, be advertised and sold, the same as the other lands, and that an order for that purpose issue to the Sheriff of said County, and that said lot be sold free of the dower of Elizabeth Thompson, and the proceeds of said sale be brought into Court for further order, And the said George E Thompson, gave notice of his intention to appeal from the finding against him, and the Court fix the bond for appeal at $200, -

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 May, AD 1891 was begun on the first Monday, the 25th day of May AD 1891, and continued from day to day by regular adjournments, until this 26th day of August AD 1891 and is now adjourned without day,

Signed, John A Price Judge

Attest P M Gorry Clerk,

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Mandate from The Circuit Court.

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

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, began and held before,

Hon John J Moore
Hon Thomas Beer } Presiding Judges.
Hon. John W Albaugh

at Marysville, on the 23rd day of September AD 1891. among other proceedings then and there had, by and by and before said Court, as appears by its Journal, were the following,

No 107. } Thomas D Fuller vs A M Robinson

This day this cause came on for hearing upon the petition in error. The Transcript, and the original papers and pleading from the Court of Common Pleas, of said County of Union, and was argued by Counsel; On Consideration whereof, the Court find that there is no Error Apparent on the face of the record, in said Judgment and proceedings,

It is therefore considered by the Court that the Judgment therefore 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 it is further ordered that a Special Mandate be sent to the Common Pleas Court for execution upon the Judgment aforesaid,

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 this, 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 first day of October AD 1891

R M Crory 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

Thomas D Fuller
vs
A M. Robinson, — into execution,

Witness R M Crory, Clerk of our said Circuit Court, at Marysville Ohio, this first day of October AD 1891

R M Crory Clerk

Mandate. 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 Thomas Beer
Hon John J Moore } Presiding Judges-
Hon John H Albaugh

at Marysville Ohio, on the 22d day of September AD 1891, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following-viz,-

No 97. } James E Pitts, et al,
vs
James M Davids et al

This day this Cause was heard and submitted to the Court, upon the pleadings, Evidence and argument of Counsel, and the Court upon consideration thereof find the equities of the case with the defendant, It is therefore adjudged and decreed by the Court that the plaintiff's petition and amended petition be dismissed and that the said plaintiffs pay the costs of this suit taxed at $. and in default thereof execution issue therefor; And it is further ordered, that a special mandate be sent to the Court of Common Pleas, of Union County to carry this decree into execution.-

Thereupon Came the said plaintiffs by their attorneys, and asked the Court for a special finding of fact, and the Court to comply with said request, so made, find the facts as follows, to-wit;

"1. "That the copy of the will of Andrew Pitts, attached to the petition of the plaintiffs is a true copy of said will, duly probated in Delaware County Ohio.

"2d" — That James E Pitts, and Mary L Pitts the plaintiffs are two of the children of said Andrew Pitts, mentioned in said will,

— 3rd" — That said Andrew Pitts died in 1864, and said Elizabeth J Pitts died in October 1879. That James E Pitts was born in 1853. George Pitts was born in 1855, Mary L Pitts was born February 23d 1862,

— 4th — That said Elizabeth J Pitts, wife and widow of said Andrew Pitts, sold said land in the said will mentioned for $1900. March 22d 1865, and purchased 65 acres of land in Union County Ohio, on the 24th day of March 1865, for 2600, and took the title to the same in fee, in her own name, that a part, to wit, $1900, was paid of the proceeds of said 80 acres,

— "5th" — That Elizabeth J Pitts sold 65 acres for $2600, Nov. 13th 1865, and received $2000 in cash, and the purchaser agreed to assume, and pay $600, due on the land from her,

"6th" That on the 4th day of April 1866, said E J Pitts purchased of M. Young the 40 acres of land in Controversy for $2000, and took the title thereto in her own name, It was not proved that any part of said $2000 was the fund derived from the sale of said sixty five acres,

— 7th That on the 1st day of April 1872, J M Davids one of the Defendants purchased of E J Pitts, then intermarried with Daniel

Hollenbaugh. Said 40 acres for $1800. which was the full value of said land, and said time said Davids had no knowledge or notice of any claim of right or interest of said plaintiffs in said land.

8th - That on the 29th day of March 1877. said Davids sold and conveyed said 40 acres to Mary Charles, with 10 acres adjoining thereto for $3200. and she paid thereon $941. and on the 10th day of February 1880 she agreed with him to convey said lands to said Davids ~~for~~ in consideration of $166. and delivering up to her, her notes outstanding on the land, and the deed was made at his request to Launa P. Davids his wife, on the 15th day of February AD 1880. by Quit Claim deed.

9th - That at the time Mary Charles obtained title to said land she had no knowledge, of the claim of said Pitts heirs.

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 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.

(Seal) Witness my hand and the seal of said Court, this 1st day of October, AD 1891

R.M. Crory, 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: Greeting:

We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the Case of James E Pitts et al

vs

James M Davids et al

into Executors.

(Seal) Witness: R.M. Crory clerk of our said Circuit Court of Marysville, Ohio, this first day of October AD 1891

R.M. Crory, Clerk.

Mandate. From The Circuit Court,

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 Thomas Beer
Hon John J Moore } Presiding Judges,
Hon John M Albaugh

At Marysville, on the 23d day of September AD 1891, among other proceedings, then and there had by and before said Court, as appears by its Journal, were the following viz;

No 105. } Absalom Liggett,
vs
Morgan Savage

This day this cause came on for hearing upon the petition in error; Transcript, Bill of Exceptions and the original papers and pleadings from the Court of Common Pleas, of Union County, Ohio, and was argued by Counsel, and submitted to the Court. On consideration whereof the Court find that there is no error apparent on the record in said proceedings and Judgment

It is therefore considered and adjudged 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 the opinion that there was reasonable ground for proceedings in error; allow no Penalty

It is further ordered that a Special Mandate be sent to Common Pleas Court of Union County, Ohio for execution upon this Judgment. — To the decision and Judgment of the Court, the plaintiff by his attorney 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 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

(Seal) Witness my hand and the seal of said Court this first day of October AD 1891.

R M Crory Clerk of Circuit Court

State of Ohio, County of Union } Circuit Court, of Ohio, Within & for Union County

To the Honorable Court of Common Pleas, Within and for County of Union 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 Absalom Liggett
vs
Morgan Savage into Execution,

(Seal)

Witness R M Crory Clerk of our circuit Court at Marysville, Ohio this first day of October AD 1891

R M Crory 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 Thomas Beer
Hon John J Moore } Presiding Judges.
Hon John H Albaugh

at Marysville, on the 22d day of September AD 1891. Among other proceedings then and there had, by and before said Court, as appears by its Journal were the following viz—

No. 103. } Rosea Finch et al
vs
Williams Kerby et al.

This day came the parties by their attorneys, and thereupon this Cause came on to be heard upon the motion of the defendant to dismiss the appeal in this Case, for reasons in said motion stated, and was argued by Counsel and Submitted; On Consideration whereof, the Court being fully advised in the premises, grant and sustains said Motion.

It is therefore considered, and adjudged, by the Court, that the appeal in this Case be, and the same is dismissed at the cost of the plaintiffs and it is ordered that plaintiffs pay their own costs on appeal.

And it is further ordered that a special Mandate be sent to the Common pleas Court, of Union County, to carry this judgment into Execution.

To which ruling of the Court the plaintiffs Except.

Ordered that a copy of this ~~Mandate~~ 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 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 2d day of October AD 1891

R M Crory, Clerk Circuit Court

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

To the Honorable Court of Common Pleas, Within and for the County of Union Ohio — Greeting;

We do hereby command you that you proceed without delay, to carry the within and foregoing judgment of our Circuit Court in The Cause of

Rosea Finch et al
vs
Williams Kerby et al,

into execution.

Witness, R M Crory, Clerk of our Circuit Court at Marysville, Ohio, this 2d day of September AD 1891

R M Crory Clerk

In Vacation

In the Matter of
Soldiers Relief Commission.

Now comes the prosecuting attorney and the court being fully advised in the premises, it is considered and ordered, and adjudged by the court that George M M Peck be appointed a member of the Soldiers Relief Commission of Union County Ohio, to fill the vacancy occasioned by the resignation of John Riley, whose resignation is hereby accepted,

Said appointment of George M M Peck is to date from the 14th day of October AD 1891

E W Porter prosecuting attorney
of Union County Ohio.

Sheriff's Allowence,
Marysville Ohio. Oct 20th 1891
To Honorable John A Price, Judge
Union County Dr
To Thomas Martin Sheriff, for
Annual Allowence as Sheriff for the year 1891
under section 1231 Revised Statutes $ 300.00
approved and ordered paid

John A Price
Judge of Court of Common Pleas

Be it Remembered that at a Meeting of the Judges of the Court of Common Pleas of the tenth Judicial District of the State of Ohio, held in the village of Carey in the County of Wyandot and in the State of Ohio, on the Third Tuesday of October AD 1891. to fix the times for Commencing the terms of Court in said district for the year 1892. 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 1892 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 4 –	April 5th	&	Sept 12th	
" Hancock	"	February 1st –	May 9th	&	October 3d	
" Hardin	"	January 4 –	April 11th	&	September 5th	
" Logan	"	February 15th –	May 9th	&	October 17th	
" Marion	"	Feby 22d –	May 16th	–	Oct 17th	
" Seneca	"	Feby 22d –	May 23	–	Oct 17	
" Union	"	January 11th	April 4.		Sept 12th	
" Wood	"	January 4	April 5th		Sept 5	
Wyandot	"	January 11th	May 23d		Oct 10th	

In testimony of which we have hereto set our hands at the date hereinbefore set forth,

Clerks will publish according to law
John A Price Judge

John A Price
J H Ridgley
Artemus B Johnson
Caleb H Norris
Allen Smalley
} Judges

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Monday November 9th A. D. 1891

The State of Ohio } ss.
County of Union }

This Separate Session of the Court of Common of the 3d Division of the 10th Judicial District of the State of Ohio within and for the term of November in the year of our Lord One Thousand Eight Hundred and Ninety one held in the court house in the Village of Marysville in the county and State aforesaid was begun and held on Monday November 9th A. D. 1891

Present Hon John A. Price
Judge of the court of Common pleas

Thomas Martin
Sheriff of Union County Ohio

A. B. Swisher
Coroner of Union County Ohio

Attest.
R. McCrory
Clerk of the court of common pleas of Union county Ohio
by W. M. Wings
Deputy.

The venire facias for a grand jury, heretofore issued and made returnable this day at 10 o clock A. M. was duly returned by the Sheriff with his indorsement thereon as follows To-wit; Served the within named jurors as follows; On the 12th day of October 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	Thomas Connor	Oct-	14th	1891	Copy
2	N. E. Coole	"	15	"	"
3	George Kirby	"	16	"	"
4	Emmet Kinney	"	17	"	"
5	E. E. Cherney	"	17	"	"
6	George Vanskiver	"	17	"	"
7	Thomas Beck	"	19	"	"
8	Ruben Moore	"	17	"	"
9	E. O Masters	"	18	"	"
10	J. M. Robb	"	20	"	"
11	David Fish	"	"	"	"
12	Anthony Parrish	"	24	"	"
13	James Haines	"	24	"	"
14	James Cunningham	"	"	"	"
15	William Maddie	"	24	"	"

Thomas Martin Sheriff

And upon calling the same in open court, Thomas Connor, Anthony Parrish, J. M. Robb, David Fish, Ruben Moore,

Emmet Kinney, Thomas Beck, E. E. Clemmey, E. O. Masters George VanSciver, James Haines, James Cunningham and R. L. Coole, appeared in answer thereto, and the panel being incomplete the following named persons who were summoned as regular Petit jurors were called to complete the same, to-wit: Charles Stultz and Preston V. Burson, and the panel being the court-appointed Thomas Connor 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. 5796

The following named persons compose the grand jury. 5796

1 Thomas Connor foreman of the grand jury.
2 Anthony Parrish
3 J. M. Robb
4 David Fish
5 Ruben Moore
6 Emmet Kinney
7 Thomas Beck
8 E. E. Clemmey
9 E. O. Masters
10 George VanSciver
11 James Haines
12 James Cunningham
13 R. L. Coole
14 Charles Stultz End
15. Preston V Burson

3140 James Carter vs Bank North Lewisburgh — Continued by agreement

5334 Lester Clark vs Calvin Falkner, Continued by agreement

4145 David M. Robinson vs P. C. & St Louis R. R. Co. — Continued

6018 Robt W Thompson vs W. S. Rogers — Continued

5962 R. W & N. P. Thompson vs W. S. Rogers Continued

5772 John Eldridge vs Mahala J. Dunfee Continued by Agreement

Court then adjourned until 9 O'clock tommorrow Morning

Tuesday November 10th A. D. 1891-

Court convened at 9 O'clock this morning pursuant to adjournment.
Present- Hon John A Price, Judge-

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

This cause coming on for hearing on the demurrer and motion to the answer and cross-petition of the said Marysville, Savings, building and loan association, on consideration thereof the court overrules the same-

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

This cause now coming on for hearing, was submitted to the to the court on the pleadings, the answer and cross petition of the defendant- Marysville Savings Building and loan association company, and the evidence, on consideration thereof the court find on the issues joined for the said Marysville savings building and loan association Company from the said John T. Moore the sum of Five Hundred, Fifty Eight- & 18/100 dollars with six per cent- interest- from June 18th 1889.
The court- further find that- in order to secure the payment of said note, including the two interest- and premium on same, the said John T. Moore and Marietta R. Moore his wife Executed and delivered to the Marysville Savings, Building and loan association company their certain Mortgage in the petition described and on the premises therein described, that said Mortgage was on the 6th day of September 1886 duly recorded in Book 23 page 39 of the record of Mortgages of Union county and that the same is a good and valid lien on the premises described in the answer and cross petition.

It is therefore considered by the court- that unless the said John T. Moore shall by the 1st day of January 1893 pay or cause to be paid to the said Loan Company, the sum of $558.18 with 6% interest- from June 18th 1889. 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

Tuesday November 10th A. D. 1891

6214 Lydia Drake et al
vs
Evaline Brewster et al

This cause came on for hearing upon the the return of the Sheriff and the report of the commissioners heretofore appointed herein and on the motion to confirm the same, and it appearing from said report that said Estate could not be divided by metes and bounds without injury to the value thereof and that said commissioners have made and returned their appraisement of said Estate at $40.00 per acre. the court finds the said return and proceedings in all respects correct and in conformity to law, and does therefore approve and confirm the same, And therefore neither of said parties electing to take the said Estate at its appraised value, on motion of the said plaintiff, it is ordered that said Estate be sold at public auction and that an order issue therefor to the Sheriff of union county and the said Sheriff is ordered to return his proceedings to this court without unnecessary delay.

6242 Amey E. Mitchel
vs
Mary E. Lochman et al

It appearing to the court that the defendants Charles C. Lochman, Bertha Lochman and John J. Lochman are minors, Charles C. Lochman and Bertha Lochman are of the age of fourteen years and have neglected for twenty days from the return of the summons served on them to apply for a guardian ad-litem, and that John J. Lochman is a minor aged 11 years and that all of said minors have been legally served with summons herein, on motion of the plaintiff, J. H. Reinkade is hereby appointed guardian for the suit for said minor defendants, and now comes the said J. H. Reinkade and in open court and accepts said appointment.

Amey E. Mitchel
6242 vs
Mary E. Lochman et al

And now this cause coming on to be heard on the petition the answers of Charles Lochman, Bertha Lochman and John J. Lochman by J. H. Reinkade their guardian ad litum and the evidence the court find that all the defendants have had due legal notice of the pendancy and demand of the said petition and that with the exception of those above named there is 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; and that the said Mary E. Lochman widow is entitled to dower therein, and that subject thereto the plaintiff Amey E Mitchel has a legal right to the one fourth of said estate. The defendants Charles E. Lochman, has a legal to the one fourth of said Estate. The defendant Bertha Lochman has a legal right to the one fourth of said Estate, The defendant John J. Lochman has a legal right to the one fourth of said Estate, and that the plaintiff is entitled to have partition made of said premises as prayed for in her 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 E. Lochman; and that Marion Hopkins John R. Taylor and Dwight Webb three judicious and disinterested freeholders of the vicinity are 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 E. Lochman be assigned as of a third part of the rents and profits thereof and that said Estate be appraised both subject to and free from the dowed interest of the said Mary E Lochman.

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 divided and set off to the above named parties the part and proportions 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 E. Lochman and of his proceedings herein the Sheriff is ordered to make due Return.

Court then adjourned until 9 O'clock tommorow morning.

Wednesday November 11th A.D. 1891-

Court convened at 9 O'clock this morning pursuant to adjournment. His Hon John A Price Judge presiding.

6223

5657 Emily M. Adams admrx
vs
Anna Lill et-als

This day came on for hearing this case on motion of plaintiff to confirm sale made herein and on motion of defendants to set-aside said sale. Whereupon the court being fully advised in the premises does hereby overrule said motion and sustain said motion to confirm the same.

6267 Wherefore it-is considered and ordered by the court that said sale be confirmed and the Sheriff is hereby ordered to execute and deliver to Robert-Smith the said purchaser a deed in fee simple conveying to him and his heirs the said Lot-No 74 in Richwood Ohio. And it-is ordered that-out of the purchase money the sheriff pay the costs herein and the taxes now due on said premises. And it-is further ordered and adjudged by the court that the Clerk of this court enter a cancellation on the Record of Mortgages in this county of the Mortgage foreclosed in this case.

5426 And it-is further ordered and adjudged by the court that an award of Execution be made as provided by law for the balance due plaintiff from defendants on the decree in this case. To all of which defendants Except

5772 John Eldridge et-al
vs
Mahala J. Dunfee et-al

This day the court granted leave to plaintiff to Reply in ten days and cause continued.

6274 Amire Nichols et-al
vs
Elijah Witter et-als

Now comes Mary Witter a minor of the age of 14 years and having been served with process herein makes application for a guardian ad. litum. and thereupon it-is ordered that J. L. Cameron be and he is hereby is appointed guardian for the suit for the suit for said minor defendant.

And now comes the said J. L. Cameron and in open court accepts said appointment.

B. F. Lamean }
6223 vs }
O. Rentzsch }

This day came the parties by their attorneys and thereupon this cause came on to be heard upon the demmurer of the defendant to the petition and was argued by counsel and submitted. On consideration whereof the court being fully advised in the premises overrules said demmurer. To which ruling of the court in overruling the said demmurer of the defendants Except.

Fleck and Chapman }
6267 vs }
Margaretta E. Burns }

This day this cause came on for hearing to consolidate this case with No 6280 of George E. Fox vs Margaretta E. Burns under No 6267 which motion was sustained by the court. It is therefore ordered that said causes be consolidated under No 6267.

Polly Ann Powers }
5426 vs }
P. B. Cole et al }

The motion of P. B. Cole defendant to dismiss this action for want of prosecution this day was called for hearing, and the plaintiff still failing to further prosecute said action, it is hereby dismissed at plaintiffs cost without prejudice to a ~~future~~ action.

It is therefore considered by the court that the plaintiff pay the cost of this action taxed at $ and execution is awarded ~~therefore~~

Mary E Donnal }
vs }
A.B. Eaton Admr }

This cause being heard on the demmurrer to the petition, the court on consideration sustains the same, and and the plaintiff is allowed to amend her petition by the 16th day of November 1891.

"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: Thomas Connor - Morrison Parrish - J. M. Robb. David Fish, Ruben Moore, Emmet Feirney Thomas Beck. E. E. Cherney, E. O. Masters. George Vanskiver James Haines, James Cunningham R. S. Cook. Charles Steely and Preston V. Burson and presented to the court through their foreman Thomas Connor, their certain bills of indictment - against: Henry D. Gill for burglary and petit larceny James Feirnear and Ellis Parrish for obstructing a Rail Road track Lewis Andrews for assault and Battery, Edward Andrews for assault. Eugene McElderry for assault and Charles Stinger for assault. each indorsed "a True Bill"

Thomas Connor, foreman of grand jury

6197 Willis J. Roots vs Alfred Stewart et al

This day this cause came on to be heard, and thereupon came the plaintiff by his attorney and the defendant - Jennie Stewart - appeared by Robinson and Woodburn her attorneys all the other defendants were in default; Thereupon this cause was submitted upon the pleadings and evidence and the same was argued by counsel and submitted to the court; On consideration whereof the court find that all the defendants have either been served with process, or voluntarily entered their appearance herein, and that all the defendants are properly before this court; The court further find that at the time of bringing this action the said plaintiff was in possession of the real estate described in the petition and that he had the legal estate in and and was 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 said defendants, as prayed for in his petition, It is therefore ordered and adjudged and decreed, that the title and possession of the said Willis J. Roots to all and singular the premises in the petition described to-wit: In Lot Number Sixty Seven (No 67) in the village of Milford Centre Union County, Ohio. For a more definite description thereof reference is hereby made to the recorded plat of said village in the office of the Recorder of said union County Ohio be and the same are hereby quieted against the defendants and each and every one of them and all persons claiming under 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 Willis J. Roots his

or assigns thereto

It is further ordered that the plaintiff pay the costs herein taxed at $11.31

George Graham }
6231 vs }
C. E. Thompson }

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 allegations of the petition are confessed by them to be true and find that the defendants C. E. Thompson and Nelson Thompson are indebted to the plaintiff George Graham in the sum of Two Hundred Twenty & 36/100 dollars. The court further find that the defendant Nelson Thompson is surety.

It is therefore considered by the court that the plaintiff recover of the defendants Geo E Thompson as principal & N. P. Thompson as surety jointly and severally upon note dated Nov 9th 1891 the sum of $220.36 with int at 8% and costs herein expended taxed at $

Thursday November 12th A D 1891

Court convened at 9 o'clock this morning pursuant to adjournment; His Hon John A. Price Judge presiding

Report of Grand Jury

This day again appeared at the bar of this court the grand jury heretofore named, impanneled and sworn in, and for the body of the county aforesaid, and presented to the court their foreman Thomas Connor their certain bill of indictment against Frank Richter for keeping place open on Sunday
Frank Richter for selling intoxicating liquor on Sunday.
Elmer Poling for selling mortgaged property
Asa Jacobs for assault and Battery and Peter Barker for assault and Battery, Each indorsed a "true Bill" and signed
Thomas Connor foreman of Grand Jury
And there being no further business for the said jury, they were discharged finally.

To the Hon 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 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 legitimately come to our notice having examined over sixty one witnesses covering 15 cases and presented Eleven bills and ignored 4 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.
Nov 12, 1891 — Respectfully Submitted
Thomas Connor. Foreman.

6211

6195

Thereupon Court adjourned until Monday Morning November 16th 1891 at 9 Oclock

Monday November 16th AD 1891

Court convened at 9 O'clock this morning pursuant to adjournment.
Present:
Hon John A. Price, Judge.

6211 Dzora Rogers
vs
Elon L. Rogers

Now comes the plaintiff and the defendant having been served with Summons and a copy of the petition herein and having failed to appear the court find the said defendant is 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 was at the time of filing her petition a bona fide resident of this county of Union.
The court further find upon the evidence that the defendant has been guilty of gross neglect of duty, and that, 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 marriage contract heretofore existing between the said Dzora J. Rogers and Elon L. Rogers 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, to-wit: Louis B. Rogers, Arel W. Rogers, Chauncey L. Rogers Mary M. Rogers & Omah J. Rogers of the parties hereto be until further order are confided to the said plaintiff exclusively, and the defendant is hereby enjoined from interfering in any manner with either or any of said children or with the plaintiff in her custody thereof, and from visiting said children until the further order of the court. It is further ordered by the court that the plaintiff pay the costs of this proceeding, and execution is awarded.

6195 John Robinson
vs
Addison Bidwell

This day this cause came on to be heard upon the motion and showing of the defendant for a continuance and the court being fully advised continues the same at the cost of present term to defendant & judgment for costs of this term is hereby ordered and adjudged against defendant.

6274 Anna Nichols et al
vs
Elijah Witter et al

This cause coming on to be heard on the petition of plaintiff, the answer of Mary Witter the minor defendant by J. L. Cameron her guardian ad litum and of Almira Witter and Elijah Witter defendants and the evidence, the court find that the defendant Almira Witter is entitled to a life estate in the undivided (1/4) one fourth part of the premises in the petition described and to the possession of said one fourth and the share of said minor during her minority, and that subject to her said right the plaintiff Anna Nichols is seized and has a legal right to the undivided one third (1/3) part of said premises and is entitled to hold the same in severality; that the defendants Elijah Witter and Mary Witter are tenements in common with said Annie Nichols in the following proportions: To-wit; Elijah Witter is seized of and has a legal right to the undivided one third (1/3) part thereof, Mary Witter is seized of and has a legal right to the undivided one third (1/3) part thereof.

It is therefore ordered, adjudged and decreed that one full fourth part of said premise be set off and assigned to said Almira Witter as and for her life estate and that subject thereto and to the use aforesaid partition be made of said estate in the proportion above described, and that an order issue to the Sheriff of this County commanding him that by the oaths of Elias Mathewary Nathan Howard and C. Houston, three judicious disinterested free holders of the vicinity who are hereby appointed commissioners for that purpose be set off to said Almira Witter her life estate aforesaid and to the plaintiff Annie Nichols and said defendants co-tenants their proportions of said estate in severality, and of his proceedings make due return.

5521 Mercy M. Bland
vs
Ira Fenner

This day this cause is continued on 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 at $

6261 Silas Bell
vs
William H. H. Davis

This cause being heard on the demurrer to the answer of both defendants, the court, on consideration thereof, sustains the same and thereupon the defendants not asking to plead further, the court finds upon the pleadings that the defendant, William H. H. Davis is indebted to plaintiff on the promissory notes set forth in the petition with interest to the first day of this term in the sum of Three Hundred and Forty-Eight & 32/100 Dollars.

The court further find that in order to secure the payments of said notes, the defendants William H. H. Davis and Lovina E. Davis his wife executed and delivered to said Silas Bell the plaintiff, their certain Mortgage as in the petition described; that said mortgage was duly recorded in Book 30 Page 487, of the Record of Mortgages of Union County Ohio and is a good, valid and 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 the said sum of $348.32 and his costs herein expended and it is further adjudged and decreed that unless the defendants shall within one day from the entry of this decree, pay, or cause to be paid, to the clerk of this court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest at eight per cent from the 9th day of November 1891, that the defendants equity of redemption be foreclosed, and said premises be sold 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.

6165 Edwin R. Cranston
vs
John Hartshorn et al

Now comes the plaintiff by his attorney and the defendant having withdrawn his demurrer to the plaintiff's petition and being in default for answer 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 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 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.
It is therefore ordered adjudged and decreed that the title and possession of the said Edwin R. Cranston to all and singular the premises in the petition described to-wit;
Situate in Liberty Township Union county Ohio.
Part of Survey No 12472, Beginning at the South East corner of 36 acres conveyed to E. Hammond by the Executors of James McElroy decd to E. Hammond and Stephen Cranston Sr deed recorded in Vol 26 page 383 Union county deed recorded in Vol 26 Page 383 Union County deed records, and in the center of the Newton and Woodstock Road, thence with the centre of said road N 8¾ E 34 9/10 poles to the South East corner of 18 acres conveyed by S. Cranston Sr to E. Hammond Feb 5th 1868 recorded in Vol 35 page 203 Union county deed Records. Thence N 81½ W with the South line of said 18 acres lot 68 poles to a stone in the center of the Newton and Middleburgh road, thence with the center of said road S 47 W 54 poles to the South west corner of said 36 acre tract in north line of Stephen Cranston land, thence with the South line of said 36 acre tract S 82 E 96 poles to the place of beginning containing 18 acres more or less and being the South half of the 36 acre tract sold by the Executors of James McElroy to E. Hammond and S. Cranston on the 18th day of January 1864 by deed recorded in Vol 26 Page 383 Union County deed Records be and the same are hereby quited 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 Edwin R. Cranston his heirs or assigns thereto. That the costs of this action be paid by the plaintiff Edwin R. Cranston.

6253

5924

B. H. B. Griswold }
6253 vs }
E. C. Marsh }

This day came on this cause came on to be heard before the court the right of trial by jury being waived by the parties. Whereupon the court find there is due plaintiff from said defendant as alleged in said petition the sum of Twelve hundred & fifty six & 15/100 dollars and that the property levied on was appraised at Thirteen hundred and forty nine dollars.

Therefore it is considered ordered and adjudged by the court that the plaintiff recover of the defendant said sum of Twelve hundred and fifty six & 15/100 dollars due as aforesaid and his costs herein expended taxed to $

Thereupon this cause came on to be further heard on the supplemental petition of the plaintiff filed by leave of the court, and the court being satisfied of the truth of said supplemental petition it is ordered and adjudged by the court that out of the $1349. for which said property was appraised and which was by agreement transfered to the plaintiff by the defendant the costs of this proceeding be paid and the balance be apply pro rata upon all the debts of the defendant owing by him in the county of union at the time this action was commenced and if any ballance remain after such payments including this judgment, that such ballance be pay to the defendant.

Fleetwood Courtright }
5924 vs }
F. M. Taylor }

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

1 Ruben Stull, 2 Ed Liggett, 3 H. F. Chapman, 4 Conrad Weidman, 5 J. W. Dolbear, 6 John Cochran, 7 Guido Robinson, 8 W. F. Jackson, 9 A. E. Reeves, 10 Samuel Brightbee, 11 John Lawson & 12 William W. Espes, who were duly impanneled and sworn according to law; and and thereupon the cause came on for hearing on the pleadings and the evidence and after hearing the evidence and the argument of counsel, said cause was continued until tommorrow morning at 8½ o clock.

6160 Mary Woolam
vs
Catherine Mast et al

6249.

And now this cause coming on to be heard on the petition and the evidence 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 thereto.

Thereupon the court further find that the plaintiff and the defendants hereinafter named are tennants in common in the estate described in the petition, That the said Maria Hutson widow is entitled to dower therein and that subject thereto the plaintiff Mary Woolam has a legal right to one seventh part thereof and that Catherine Mast, Margaret Nash Lancy Boyer, Emily Sharp, Melissa Sharp and William Hutson are also each entitled to one seventh part thereof subject to said dower interest and that this plaintiff is entitled to have partition of said premises as prayed in her petition, It is therefore ordered adjudged and decreed that partition be made of said estate by the oaths of McKendry Bishop B.W. Evans and J. D. McCampbell 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 ~~free from~~ that said estate be appraised free from the dower interest of the said Maria Hutson, and she answering waiving dower by metes and bounds and electing to take her reasonable dower in money, It is ordered that a writ issue to the Sheriff of Union county commanding him that by the oaths of the commissioners above named to 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 entitled and ~~also cause to be set off and assigned in manner as above ordered the dower of the said Maria Hutson~~, and of his proceedings herein the said Sheriff to make due return.

The Connecticut Mutual Life Insurance Company }
6249. vs }
Lafayette Worbs et al }

This cause ~~now~~ coming on for hearing on the petition of the plaintiff the cross petition of defendant Laban H. Worbs and the evidence, the court find that the defendants Lafayette Worbs and Irene Worbs have been duly served with summons in this case, and that they are in default for answer and demmurrer, and that the allegations of the petition of the petition and cross petition are confessed by them to be true, and that there is due to the plaintiff from the defendant Lafayette Worbs on the promissory notes set forth in the petition with interest to the first day of this terse viz November 9th 1891 the sum of $1586.20—

The court further find that, in order to secure the payment of said notes the defendant Lafayette Worbs and Irene Worbs his wife executed and delivered to the said Connecticut Mutual Life Insurance Company their certain Mortgage as in the petition described, and on the premises therein described; that said Mortgage was duly recorded in Book 24 page 59 of the records of Mortgages of Union County, Ohio, and is a valid and the first and best lien on the premises described in the petition, and that the conditions of said Mortgage have been broken—

And the court further find that there is due to the defendant Laban H. Worbs from the defendant Lafayette Worbs on the Notes set up in the cross petition of the said Laban H. Warbs, including interest to the first day of this term the sum of Six Thousand and Sixty two & 84/100 Dollars, and that to secure the payment of said Notes the defendants Lafayette Worbs and Irene Worbs his wife executed and delivered to said Laban H. Warbs their certain Mortgage as in the cross petition described, and on the premises therein refered to being the same premises as described in the petition; that said Mortgage was duly recorded in Book 21 Page 541. of the records of Mortgages of Union County Ohio, and is a good and valid lien after the lien of the plaintiff, on said premises for the amount so found due to the said Laban H. Worbs and that the conditions of said Mortgage have been broken— It is therefore considered by the court that the plaintiff recover from the defendant Lafayette Worbe the said sum of $1586.20 with interest at 8% per annum from Nov 9th 1891, and that the defendant Laban H. Worbs recover from his codefendant the said sum of $6662.84 as heretofore found due him, and it is further adjudged and decreed that unless said defendant Lafayette Worbe 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 plaintiff herein, The Connecticut Mutual Life Insurance Company The sum so found due as aforesaid with interest at 8% per annum payable annually from Nov 9th 1891 and defendant Laban H. Worbs the sum so found due him as aforesaid with interest from the 9th day of November 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 Vernon county, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this court for further order.

6232 Richardson H. Thurman
vs
Samuel W. Dolbear

This day came the plaintiff by his attorney, and the defendants Samuel W. and Elizabeth Dolbear still failing to answer or demurrer to plaintiffs petion it is considered that Samuel W. Dolbear doth owe the plaintiff the sum of Twelve Hundred and Seventy four & 66/100 dollars $1274.66 as the plaintiff has claimed in his petition. 5982

It is therefore considered and adjudged by the court that the plaintiff recover of the defendant Samuel W. Dolbear said sum of $1274.66 and also his costs in this behalf expended taxed at $ And it is further ordered and adjudged that in case said defendant Samuel W. Dolbear fails for one day from November 19th 1891 to pay to plaintiff said sum of $1274.66 so as aforesaid found his due and his costs of suit, an order issue to the Sheriff of said county of Vernon commanding him to cause the lands and tenements in said petition described to be appraised, advertised and sold according to law and bring the proceeds of said sale into court to be subject to the further order of the court; said judgment to draw interest at 8% from November 6th 1891.

6209

Tuesday November 17th A.D. 1891

Court convened at 8½ o'clock this morning pursuant to adjournment—
Present,
Hon John A. Rice Judge

Fleetwood Courtright }
vs }
F. M. Taylor }

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

5982 James H. Meyers }
vs }
John Perkins }

This day came the parties herein by their attorneys; also came the following named persons as jurors, viz;
1 Peter Schneider 5 Jas B. Wheeler 9 William McMannis
2 John H. Shirk 6 George Trapp 10 J. R. Marsh
3 Joseph Donahoe 7 C. M. Ingman 11 N. Freemond and
4 John Van Pearse 8 H. W. Morey 12 J. M. Welsh who were duly impanneled and sworn according to law, and thereupon this case came on for hearing on the pleadings & evidence and the jury having heard the evidence in part, and the hour having arrived, this case was continued until 8½ o'clock tomorrow morning—

6209 James M. Simpson }
vs }
Mary Jane Simpson }

This cause came on this day to be heard on the petition and the evidence (defendant being in default) 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 bona-fide resident of this county of Lorain, that the parties hereto were married as in said petition set forth.
The court further find upon the evidence addduced, 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 James M. Simpson and Mary Jane Simpson be, and the same hereby is, dissolved, and both parties are released from the obligations of the same. and that the plaintiff pay the costs of this proceeding; and execution is awarded for the same,

Court then adjourned until 8½ o'clock tommorrow morning—

Wednesday November 18th A.D. 1891 -

Court convened at 8-30 O'clock this morning pursuant to adjournment. Present
Hon John A. Price, Judge -

6226 George Davis
vs
Michael Davis

This day came the parties by their attorneys and this cause came on to be heard upon the demmurer of the defendant to the petition and was argued by counsel and submitted, on consideration whereof the court being fully advised in the premises sustains said demmurer. To which ruling of the court in sustaining said demmurer the plaintiff excepts.

5924 Fleetwood Courtright
vs
F. M. Taylor

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 plaintiff and assess the amount due to the plaintiff from the defendant at the sum of One hundred Eighty Six & 50/100 dollars. 6234

S. W. Dolbear, Foreman

5982 James H. Myers
vs
John H. Perkins

This day again came the parties & their attorneys also came the jury heretofore impanelled & sworn herein, & the trial proceeded, and the jury having heard the remaining testimony, 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 there foreman and say; "We the jury, being duly impanelled and sworn find the issues in this case in favor of the defendant; and assess his damages at $0.01 and we find that at the time of the commencement of this action the defendant had the right of possession only of the property described in the petition

J. Van Pelt, Foreman.

6286

Oliver E. Lincoln & Samuel P. Kimball
partners under the name of
Lincoln & Kimball
6286 vs
P. L. Cox, M. D. Cox & L. D. Elliott

This day came the plaintiffs by Robinson & Woodburn attorneys, and thereupon came J. E. Griffith one of the Attorneys of record of this court, who, by virtue of a warrant of attorney duly executed, and now produced in open court and duly proven, waived the issueing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendants to said Plaintiffs as is alleged in said plaintiffs petition, the sum of $12 32.80-

It is therefore considered that said plaintiffs do recover of said defendants the said sum of $12 32.80 so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of 6% 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-

Melissa Harrison
6234 vs
Edward Harrison

This day this cause came on to be heard upon the petition of plaintiff and the evidence the defendant being in default for answer or demurrer, and the court being fully advised in the premises do find that the defendant has been duly served by publication and was legally made a party defendant therein, and the court find that the allegations of plaintiffs petition to be true, and that the defendant has been wilfully absent from plaintiff for more than three years before the filing of her petition and has been guilty of gross neglect towards plaintiff for more than three years before filing her petition and all without just cause or excuse and that therefore the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the court that the Marriage contract heretofore existing between the said Melissa Harrison and the said Edward Harrison be and the same is hereby dissolved and set aside and both parties released from the obligations of the same. It is further ordered that the custody care, education and custody of the son Cyrus A. Harrison be given to her until further orders of the court; And it is further ordered, adjudged and decreed that she have and hold as her own the home property in which she lives and which she has earned herself since the absence of defendant free from all claims of the said Edward Harrison whether as dower interest or otherwise, and that she in like manner hold all the property either personal or real which she now has the custody and possession of as her own free from any claim of said Edward Harrison whether as dower or otherwise, and it is ordered & adjudged that the defendant pay the costs herein taxed at $ -

6224 Susannah Shirk
vs
Job Shirk

This day this cause come on for hearing on the petition of the plaintiff, the defendant being in default for answer or demurrer and the court after hearing the evidence and being fully advised in the premises do find as follows to wit:

1st. That at the date of filing this petition plaintiff was a bona-fide resident of said county,

2d. That ~~defendant~~ due notice of the pendancy of this petition had been served upon the defendant:

3d. That the defendant had been guilty of willful absence from the plaintiff for more than three years past:

It is therefore ordered and adjudged by the court that said plaintiff and defendant be divorced and that the custody, care and education of Elmer A Shirk and Harriett F Shirk be in the plaintiff and that she recover her costs herein expended taxed at $ 6183

6086 Ezekial Aller
vs
George W. Drumm admr

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

1 Marion Hopkins 5 J. W. Dolbear 9 A. E. Nonor
2 Ruben Stretz 6 John Cochran 10 John Lawson
3 H. F. Chapman 7 Benito Robinson 11 W. W. Epps and
4 Conrad Weidman 8 W. F. Jackson 12 Samuel Beightler 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 in part said cause was continued until to-morrow morning at 8-30 o'clock, to which time court then adjourned.

Thursday November 19th A. D. 1891

Court convened at 8-30 o'clock this morning pursuant adjournment-
Present: Hon John A. Rice, Judge.

6086 Ezekiel Aller
vs
George W. Drum adm

This day again came the parties by their attorneys also came the jury heretofore impaneled and sworn in this case, and the trial proceeded, and the said jury have heard the additional evidence adduced the hour of adjournment having arrived this case was continued until 8-30 o'clock tommorrow morning.

6183 W. Y. Roots
vs
Jennie Reed now Jennie White

This cause came on for hearing, and was settled by agreement of parties at Defendants costs, and no record.

Court then adjourned until 8-30 o'clock tommorrow morning

Friday November 28th A. D. 1891.

Court convened at 8-30 O'clock this morning pursuant to adjournment
Present: Honorable John A. Price, Judge.

6257 R. H. Montgomery
vs
Malin Wright & Sarah Wright

This day this cause came on to be heard upon the petition of plaintiff and the evidence, the defendants both failing to answer or demmurr to plaintiffs petition and the court being fully advised in the premises do find that the defendants owe the plaintiff the sum of One Hundred and fifty six & 8/100 dollars, ($156.08) as the plaintiff has claimed in his petition.

It is therefore considered and adjudged by the court that the said R. H. Montgomery recover of the said Malin Wright and Sarah Wright said sum of One Hundred fifty six & 8/100 dollars and also his costs in this behalf expended taxed at $ This judgment is to draw 8% interest from the 6th day of November 1891.

6169 Rachel A. James
vs
Riley James

This day this cause came on to be heard upon the petion and exhibits of plaintiff and the court being fully advised in the premises do find for the plaintiff as follows: 6086
1st That they were married as alleged in the petition.
2d That the defendant has been guilty of cruelty toward the plaintiff
It is further found by the court that all questions of alimony or support going out of his estate has been settled by the parties and that she shall have no further claim as Dower or alimony growing out of said defendants estate, It is therefore considered and adjudged by the court here that plaintiff be granted a complete divorce from the defendant upon payment of the costs herein taxed at $ and that the defendant have the care, custody and control of their said children with the privelege granted to the plaintiff to visit them at all reasonable times.

Elizabeth J. Stevenson
vs
Edward O. Stevenson et al

This day came on this cause to be heard on the motion to direct the Sheriff to offer for sale the 450 acres tract of land in two lots and and the Fowler lot up to the line of partition between Edward O. Stevenson and Job E. Stevenson and to sell in payments Thereupon the court being fully advised in the premises do find it would be to the mutual advantage of all the parties that said motion be sustained, and it is therefore ordered by the court that the Sheriff offer and sell said 450 acres tract in two lots by offering that part in Mathew Livingel's possession and running back from the road on the line between his lot and John H. Sterlings lot extending in the same course to the line of the 450 acre lot in one lot. And offering the balance of tract in the other lot. Also that he offer the tract in D. H. Fowlers possession and extending to the line of partition between Job E. Stevenson and Edward O. Stevenson part of that tract, and that all of said lands be sold on the terms following, viz; One half cash in hand and the ballance in two equal payments, one in one year and one in two years with interest, to be secured by mortgage on the premises.

6086 Ezekiel Allen
vs
George W. Drumm admr

This day again came the parties by their attorneys, also came the jurors heretofore impanelled & sworn in this case, and the said jury having heard the remaining evidence adduced, the argument of counsel and charge of the court retired to their room in charge of the Sheriff for deliberation.

Court then adjourned until 8-30 o'clock tomorrow morning

Saturday November 21st A.D. 1891-

Court convened at 8-30 o'clock this Morning pursuant to adjournment
Present- Hon John R. Price, Judge

6086 Ezekiel Allen
vs
George W. Downum admr

Now comes the jury heretofore impanelled & sworn in this case 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 $230.00 A. E. Knox, Foreman-

833

5955- Phineas Bell
vs
George W. South et al

This cause being heard on demurrer to the second of the separate answer of Villa Wallace by her guardian ad-litem W. L. Harris the court on consideration sustains the same and the defendant is allowed to amend his answer within five days,

840

6052 James L. Golliff admr
vs
Richard Hoskins et al

It appearing to the court that Richard Hoskins Ollie T. Hoskins and Rudy E. Hoskins minor defendants have been duly served with summons, and that the said Richard Hoskins and Ollie T. Hoskins are of the age of fourteen years and have not applied for the appointment of a guardian ad-litem although more than twenty days have elapsed since the return of said summons served upon them, on the application of plaintiff it is ordered that J. E. Griffith be appointed guardian ad-litem for said minor defendants, and thereupon said J. E. Griffith accepts said appointment

6226 George Davis
vs
Mike Davis

And now come the parties herein, by their attorneys, and the demurrer of defendant to the petition of plaintiff being sustained, and plaintiff not desiring to further plead in this cause, it is by the court dismissed, without judgment for costs,

6233,

833 The State of Ohio vs James Kinnear & Ellis Parrish } Indictment for obstructing Rail Road track.

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 saith each, "he is not guilty", and puts himself upon the country, and the prosecuting attorney doth the like.

And it appearing that said defendants are in indigent circumstances and unable to employ counsel, the court at their request assign W. F. Korps as counsel to defend them.

840 The State of Ohio vs Elmer Poling } Indictment for selling mortgaged property.

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.

In the Matter of a Committee to Examine the Report of the Commissioners.

Now comes the Prosecuting Attorney, and it appearing to the court that it is necessary to appoint a committee to examine the commissioners Report of Union County Ohio, for the current year, it is therefore ordered by the court that Edward W. Porter Pros Atty William W. Merchant Pro Charles F. Bronson, constitute said committee, and that it be required to report to the court at as early a date as possible.

6233, Sarah Bent vs Charles Bent } This day this cause came on for hearing upon the petition of the plaintiff, the defendant being in default for answer or demurrer, and the Court being fully advised in the premises do find for the plaintiff, as follows, — to wit, That said plaintiff was married as stated in the petition. That said defendant had been notified of the pendency and prayer of said petition by Publication of said notice in the Marysville Tribune, a News Paper of general circulation in said County. — That said defendant had been guilty of gross neglect of duty as alleged in said petition — It is therefore ordered and adjudged by the Court, that said plaintiff be granted a complete divorce from said defendant and that she be restored to her former name of Sarah Powers, and recover her costs taxed at $

6230 Mary A. Decker
vs
Conrad Decker

6275

This day came the parties in this case and by agreement of them plaintiff withdrew her reply to defendants answer and cross petition and her prayer divorce leaving the petition for alimony alone under arrangement ~~thereof~~ that if divorce should be granted on the defendants cross petition the plaintiff should have reasonable alimony to be fixed by the court. Whereupon this cause being fully heard on evidence and arguments of counsel, and the court being fully advised in the premises do find that the defendant is entitled to a divorce for cause set up in his cross petition and the court find that the plaintiff should have reasonable alimony from defendant.

Thereupon it is ordered and adjudged by the court that the marriage contract between said parties be and the same is dissolved and said parties divorced, and that the defendant pay the costs herein.

And the court further order that after deducting $500. from the value of the 153 3/4 acre farm on which defendant resides in the county of Union to enable him to pay balance his indebtness, that the one third in value of said land for her life be set off to her, and the court appoint A. S. Mowry George M McPeek and Marion Hopkins three disinterested freeholders of the vicinity to set the same off and in doing the same, the court order that the buildings be left on the part left for defendant and that the full one third of all of the improvements be taken into their account and that the full proportionate share of all the improved land be set off with the plaintiffs third of said farm after said $500. of value is deducted.

And said commissioners are ordered to report at this term of this court.

The plaintiff gives notice of her intention to appeal to the ~~court~~ court fix the appeal Bond at $

Court adjourned until Monday November 23d 1891 at 9 o'clock a. m.

Monday November 23d A. D. 1891.

Court convened at 9 o'clock this morning pursuant to adjournment.
Present. Hon John A. Price, Judge.

6275 Elizabeth B. Price
vs
Job Smith et al

This cause coming on for hearing on the petition of the plaintiff and the evidence, the court find that the defendants Job Smith and Julia Smith, 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 Job Smith on the promissory notes set forth in the petition, with interest to the first day of this term the sum of Five Hundred and forty two and 12/100 ($542.12) Dollars, together with Twenty five ($25.00) Dollars attorneys fees as prayed for in plaintiffs petition.

The court further find that in order to secure the payment of said notes interest and attorneys fees, the defendants, Job Smith and Julia A. Smith his wife, Executed and delivered to Joseph G. Dickinson who assigned to plaintiff the said Elizabeth B. Price their certain Mortgage as in the petition described and on the premises therein described, that said Mortgage was duly recorded in book 24 page 345 of the records 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 defendant Job Smith the sum of $567.12 and his costs herein expended. And it is further adjudged and decreed that unless the defendant Job Smith 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 Eight per cent; except on the $25.00 attorney fees and 6 per cent thereon, from the 9th day of November 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, directing him to appraise, advertise and sell said premises as upon Execution and report his proceedings to this court for further order-

6289 Richwood Deposite Bank
vs
Nate L. Moffitt & David Logan

This day came the plaintiff by J. L. Cameron attorney, and thereupon came Jas 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 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 Plaintiffs as is alleged in said plaintiffs petition the sum of $264. It is therefore considered that said Plaintiff do recover of said defendants the said sum of $264. 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.

828 The State of Ohio
vs
Henry De. C. Richards
Indictment for attempted Blackmail

This cause coming on for hearing upon the demurrer to the indictment; the court on consideration thereof, overrule the same, To which ruling of the court the defendant excepts.

4784 William S. Cartwell
vs
Cleatia B. Irvin

Now comes the parties by their attorneys also came the following named persons as jurors viz;

1 Ed Liggett	5 John Cochran	9 Samuel Brightter
2 Justus Schneiderer	6 Guido Robinson	10 John Lawson
3 Ruben Stultz	7 W. F. Jackson	11 John Neely and
4 Conrad Widman	8 A. E. Knox	12 James Shirks

who were duly impaneled and sworn and this cause came on to be heard on the pleadings and the evidence, and the said jury having heard the evidence, and the hour having arrived for adjournment this cause was continued until 8-30 o'clock tommorrow morning To which time court then adjourned.

6263

6281

Tuesday November 24th A.D. 1891

Court convened at 8.30 O'clock this morning pursuant to adjournment.
Present: Hon John A. Rice, Judge.

6263 Mansville Savings Building And Loan Association vs John L. Moore et. al

Now comes the plaintiff by its attorney and the defendants John L. Moore and Marzette Moore being in default for answer or demurrer, the court find that there is due the said Mansville Savings building and Loan association company from the said John L. Moore and Marietta Moore the sum of Six Hundred & Eighteen & 23/100 dollars with 6% interest from November 24th 1891.

The court further find that in order to secure the payment of said note including the due interest and premium on same, the said John L. Moore and Mariette Moore his wife Executed and delivered to the Mansville Savings Building and Loan Association company their certain Mortgage in the petition described and on the premises therein described, that said Mortgage was on the 28th day of April 1887 at 3¼ O'clock P.M. duly filed for Record and the same was recorded in the Record of Mortgages in Union County Ohio in Vol 23 Page 54, and the same is a good and valid lien on the premises described in said petition.

It is therefore considered by the Court, that unless the said John L. Moore shall by the 1st day of January 1892 pay or cause to be paid to the Mansville Savings, Building and Loan Association Company the sum of $618.23 with 6% interest from November 24th 1891 so found due, and to the clerk of this court the costs taxed herein & That 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.

6281 James W. Dawson vs William Moffitt

This day this cause came on for hearing upon the petition in Error and the transcript of the proceedings and judgment of John Bonham 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 therefore reversed ~~at the~~ at the cost up to the present time of the defendant in error and Execution is awarded therefor. It is further ordered that this cause be retained for trial and judgment in case of appeal.

4784 William S. Eastwell
vs
Cratia B. Irwin

This day again came the parties by their attorneys, Also came the jury heretofore impanelled and Sworn in this case, who having heard the arguments of counsel and the charge of the court, retired to their room 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 defendant.
Reuben Stultz, Foreman. 6077

6285 Amanda Heightlinger
vs
William Heightlinger

This cause came on to be heard upon the petition in Error and the transcript and judgment of J. H. Hawkade a justice of the peace for said county, On consideration whereof the court find there is no Error in said proceedings and judgment, and said judgment is therefore affirmed at the cost of the plaintiff in Error taxed at $ and execution is awarded therefor. 838

It is further ordered that the clerk of this court certify this decision in the premises to said justice, that the judgment affirmed may be enforced as if these proceedings in Error had not been taken. To all of which findings the plaintiff in Error excepts.

839

6172 Algernon S. Johnson
vs
William Goff

This day came the parties by their attorneys also came the following named persons as jurors viz
1 H. A. Chapman 5 Guido Robinson 9 John Lanson
2 S. W. Dalbear 6 W. F. Jackson 10 Justus Scheiderer
3 Reuben Stultz 7 A. E. Kenoy 11 John Jones and
4 Conrad Weidman 8 Samuel Brightler 12 Owen Jackson who were duly Impanelled and Sworn in this case and the hour of adjournment having arrived, this cause was continued until 8.30 o'clock tommorow morning, To which time Court then adjourned. 6172

Wednesday November 25th A.D. 1891-

Court convened at 8-30 o'clock this morning pursuant to adjournment-
Present, Hon John A. Rice, Judge

6077 Thomas Reed vs George Reed et-als } This day came on this cause to be heard on the pleadings and evidence and arguments, whereupon the court being fully advised in the premises finds for the said Elizabeth Reed on the issues joined between her and the plaintiff and and therefore it is considered, ordered and adjudged by the court that the plaintiffs petition be dismissed and that said Elizabeth Reed recover of the plaintiff her costs herein expended taxed to- Notice of intention to appeal to the circuit court given by plaintiff and the court fix the appeal Bond at $100.00

838 The State of Ohio vs Peter Parker } Indictment for Assault and 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 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 this case was set down for hearing on Monday November 30th 1891, and the defendant was remanded to the custody of the Sheriff-

839 The State of Ohio vs Ora Jacobs } Indictment for Assault and 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 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 this cause was set for hearing on Monday November 30th 1891. and the defendant was required to enter into a Recognizance for his appearance in the sum of $150.00 which was done.

6172 Algernon S. Johnson vs William Loff } This day again came the parties by their attorneys also came the jury heretofore impaneled and sworn in this case and the trial proceeded. and the jury having heard the evidence in part, the hour for adjournment having arrived, the further hearing of this case was continued until 8-30 o'clock tommorrow-morning, to which time Court then Adjourned.

Thursday November 26th A. D. 1891-

Court convened at 8-30 O'clock this Morning pursuant to adjournment.
Present: Hon John A. Price, Judge-

6193 George B. Hamilton
vs
Ezras Beatty 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 George B. Hamilton 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 Recorders of Union County. And the court coming now to distribute the proceeds of said sale amounting to $375 cs, 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 of against said property to-wit the sum of $

"Second" The costs of this action taxed at $

"Thirdly" To the plaintiff George B. Hamilton the balance of the said money remaining in his hands to-wit; $ to be applied as a credit upon his judgment against the said defendant. And there still remaining due to the said George B. Hamilton the sum of $; it is considered that he recover the same from the defendant Ezras Beaty, and execution is awarded therefor-

6274

6172

6172 Algernon S. Johnson
vs
William Goff

This day again came the parties by their attorneys, also came the jury heretofore impaneled and sworn in this case, and the trial proceeded, and the said jury having heard the evidence adduced and the hour having arrived for adjournment, this cause was continued until 8-30 O'clock tomorrow morning to which time court then adjourned

Friday November 27th A. D. 1891

Court convened at 8-30 O'clock this Morning pursuant to adjournment
Present: Hon John A. Rice Judge-

Annie Nichols et al }
6274 vs }
Elijah Witter et al }

On motion to the court by the plaintiff and upon producing the returns of the Sheriff and the report of the Commissioners heretofore appointed herein and the same having been examined by the court here and found in all respects correct and in conformity to law.

It is hereby ordered that the said proceedings and report is, with the consent of all parties herein, hereby approved and confirmed, and that said Alsinia Witter have and possess the lands so assigned to her as her life estate for and during her natural life. And that the other said parties hold in severality the parts and premises so set-off and assigned to each respectively in fee simple.

And it is further ordered that the costs of this action taxed to $ be paid by the said parties in the following proportions to-wit:
The said Alsinia Witter one fourth part = The said Annie Witter, Elijah Witter and Mary Witter each one fourth part.

Algernon S. Johnson }
6172 vs }
William Goff }

This day again came the parties by their attorneys, also the jury heretofore impanneled and sworn herein and the trial proceeded and the said jury having the remaining evidence, and the arguments of counsel, the hour of adjournment having arrived this cause was continued until 8-30 O'clock tommorow morning. To which time court then adjourned.

Saturday November 28th A.D. 1891

Court convened at 8-30 o'clock this morning pursuant adjournment
Present: Hon John A. Price. Judge.

6172 Algernon S. Johnson
vs
William Goff

This day again came the parties by their attorneys, also the jury heretofore impaneled and sworn herein, and the said jury, having heard the charge of the court; said jury 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 $600.00"

Owen Jackson, Foreman.

6052 James L. Jolliff Adms
vs
Richard Hoskins et al

This day came E. D. Pitts one of the defendants herein and moved the court for leave to file answer in this case in Thirty days, whereupon the court being fully advised in the premises do grant such leave.

6219 The State of Ohio
vs
Judah Snodgrass

This day came the parties hereto and the plaintiff having agreed to receive from the defendant the sum of $100.00 in full satisfaction of this action and her claim upon said defendant, and said defendant having paid the sum and having also made ample provissions for the maintenance of said child to keep the same from becoming a charge upon any Municipal corporation, Township or county in the State of Ohio. Now therefore the defendant is discharged upon payment of the costs of this prosecution and this cause is dismissed.

6052 James L. Jolliff admrx.
vs
Richard Hoskins et al

See Page 89.

Court then adjourned until Monday Morning at 9 o'clock.

Monday November 30th A. D. 1891-

Court convened at 9 o'clock this morning pursuant to adjournment-
Present,- Hon John A. Rice, Judge

6174 James H. Wall et al
vs
Robert W. Thompson

This day this cause came on to be heard upon the demurrer of the defendant Robert W. Thompson to the second and fifth causes of action in plaintiffs petition and was argued by counsel, In consideration whereof the court overruled said demurrer to both said causes, to which ruling of the court the defendant excepted. And thereupon defendant asked and obtained leave to answer said petition by the 20th day of December 1891 and cause continued,

5982 James H. Meyers
vs
John H. Perkins

The jury in this action, having, on a former day of this term, rendered a verdict for the defendant and assessed his damage at $0.01, and no motion for a new trial having been made;
It is therefore considered by the court that the said defendant recover from the said plaintiff the said sum of $0.01 together with his costs herein expended,

6275 Elizabeth B. Price
vs
Job Smith et al

This cause now coming on for hearing upon the cross petition of Eliza C. Davis and the evidence the court find that the said Eliza C. Davis purchased the premises described in plaintiffs petition, of the defendants Job Smith and Julia A. Smith his wife the 24th day of August 1887 that his deed for the said lands was duly recorded in Union County, Ohio, and that the said Eliza C. Davis now is the owner in fee simple of the equity of redemption of said premises, and as such is entitled to receive from the Sheriff of Union County any money that may remain in his hands from the sale of said premises after the judgment of the plaintiff, the taxes if any and the costs of this suit are satisfied -

839 The State of Ohio } vs } Indictment - for assault & Battery 6185
Ora Jacobs }

Now comes the Prosecuting attorney on behalf of the State of Ohio also came the defendant - And thereupon the case came on for hearing upon the issue made by said plea, Also came the following named persons as jurors, to-wit;

1 Ed Liggett
2 Marion Hopkins
3 John Cochran
4 Reuben Stilly
5 Conrad Weidman
6 Guido Robinson
7 W. F. Jackson
8 A. E. Kent
9 Samuel Brightler
10 John Lawson
11 Justus Scheiderer &
12 H. A. Chapman who were duly impaneled and sworn, according to law; And the said jury having heard the testimony adduced, the argument of counsel and the charge of the court, after deliberation thereon, returned their verdict in writing signed by their foreman, as follows;

"We the jury in this case, being duly impaneled and sworn to well and truly try and true deliverance make between the State of Ohio and the prisoner at the bar, Ora Jacobs, do find that the prisoner at the Bar is "not guilty."

H. A. Chapman, Foreman.

And therefore it is ordered and adjudged that the said defendant Ora Jacobs be discharged.

838 The State of Ohio } vs } Indictment - for assault & Battery.
Peter Parker }

Nolle Prosequi is entered herein by order of court, at the request of the prosecuting attorney.

Eleanor Tatum }
6185 vs }
Wm J. Harbert et al }

This cause now coming on for hearing upon the pleadings and the evidence, the court finds that all the defendants have been duly served with summons in this case, or have voluntarily entered their appearance therein and that William J. Harbert, Alvira A. Harbert, Richard Clayton, James E. Hatcher, and Charles E Chapelear are all in default for answer and demmurer and that the allegations of the various pleadings are thereby confessed by them to be true.

The court further finds from the pleadings and the evidence, upon the same being submitted, that there is due to the plaintiff from the defendants William J. Harbert, Alvira A. Harbert, and Richard Clayton, on the promissory note and interest-coupon interest-notes set-forth in the petition, with interest to the first-day of this term, the sum of Two Thousand and Forty-seven & 23/100 ($2247.23) dollars, and also One Hundred ($100.) dollars attorneys fees as asked for in said petition and $12.25 as asked for in plaintiffs supplemental petition, being the amount expended by plaintiff with interest to the first-day of this term for insurance upon the premises first-described in the petition for the benefit of said defendants, making the whole amount due the plaintiff from said defendants with interest to the first-day of this term, the total sum of $2359.48. The court further finds that in order to secure the payment of said notes, insurance and attorney fees, the defendants William J. Harbert and Alvira A. Harbert his wife, executed and delivered to Joseph J. Dickinson their certain Mortgage as in the petition described, and on the premises therein described; that said Mortgage was duly recorded in Book 27, Page 96 of the records of Mortgages of Union County Ohio and is the first and best lien on the premises first-described in petition and the first and best lien on the premises last-described in said petition, except the lien of the defendant Charles E. Wharton for interest and penalty on the same; that said Mortgage was duly assigned by the said Joseph J. Dickinson to Valeriosa Tatum, the plaintiff, herein; and that the conditions of said Mortgage have been broken. The court further find that the defendant William Atkinson is now the owner in fee simple of the equity of redemption of the premises first-described in the petition, and as such is entitled to any surplus there may remain of the money from the sale of said premises after plaintiffs claim, taxes if any and the costs of this action are satisfied. The court further finds that there is due the defendant Rebecca Pyers from her codefendant William J. Harbert on the note set up in the cross petition of the said Rebecca Pyers including interest to the first-day of this term the sum of _____ Dollars; and that to secure the payment of said note, the defendants William J Harbert and Alvira A Harbert his wife executed and delivered to said Rebecca Pyers their certain Mortgage as in her cross petition described and on the premises therein described, being the premises last-described in plaintiffs petition, that said Mortgage was duly

recorded in Book Page of the record of mortgages of said county and is a good and valid lien after the lien of the plaintiff and the lien of Charles E. Wharton for taxes & interest and penalty thereon, on said premises for the amount so found due to the said Rebecca Ryers.

The court further find that the defendant Charles E. Wharton is entitled out of the proceeds arising from the sale of the premises last described in plaintiffs petition, if the same shall be sold, to be first paid the sum of Dollars.

It is therefore considered by the court that the plaintiff recover from the defendants William G. Harbert, Alvira A. Harbert and Charles Richard Clayton the said sum of $2359.48 - That the defendant Charles E. Wharton, recover out of the proceeds of the premises last described if sold the sum of $ That the defendant Rebecca Ryers recover from her codefendant William G. Harbert the said sum of $ as heretofore respectively found due them;

And it is further adjudged and decreed that unless said defendants William G. Harbert, Alvira A. Harbert and Richard Clayton shall this day 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 her, and unless the defendant William G. Harbert shall this day pay to the defendant Rebecca Ryers the amount found due her, with interest from Nov 9th 1891 & with interest at 6 per cent upon $100. of plaintiffs claim and with 8 per cent interest upon the balance of plaintiffs claim from Nov 9, 1891. That then 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 first sell the premises, first described in plaintiffs petition as upon execution and then if said premises shall not sell for an amount sufficient to satisfy plaintiffs claim any taxes there may be due thereon and the costs of this action then that he immediately, upon the same day, sell the premises last described in plaintiffs petition as upon execution and report his proceedings to this court for further order.

6270

6292

Court then adjourned until 8-30 O'clock tommorrow morning.

Tuesday December 1st A. D. 1891-

Court convened at 8-30 o'clock this morning pursuant to adjournment-
Present Hon John A. Price. Judge.

6270 James O'Brian
vs
Jacob Leonard

This day this cause came on to be heard on the motion of the plaintiff to dismiss the appeal herein because the Transcript filed herein was not filed within the expiration of more than 30 days from the rendition of judgment by the justice of the peace rendering the same, on consideration whereof the court sustain said motion, and it is ordered and adjudged that said appeal be dismissed at defendant's cost. It is therefore considered by the court that the plaintiff recover of the defendant his costs herein expended taxed at $ -

6292 John W. Hamilton and Ernest M. Hamilton
vs
Sarah A. Reeder and S. H. Reeder

This day came the plaintiff by their attorneys; also appeared in open court, for and on behalf of said defendants - 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 plaintiffs, for $267.50 being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed and released and waived all exceptions, errors, and right of appeal in the premises - It is therefore considered that said plaintiffs recover of said defendants the sum of $267.50 being the amount of said note with interest computed at 8% per annum from the 1st day of December A. D. 1891 and also their costs herein expended taxed at $ -

The State of Ohio
vs
Henry D. Gill
} Indictment for Burglary and Petit Larceny-

This day came the prosecuting attorney on behalf of the State of Ohio, also came the defendant, who being assigned upon said indictment, for plea thereto saith he is not guilty and put himself upon the country and the prosecuting attorney doth the like, and it appearing that the defendant is in indigent circumstances and unable to procure counsel, the court at his request appointed D. W. Ayers Esq to defend him. And this cause continued,

833 The State of Ohio vs James Kennear & Ellis Parrish } Indictment for obstructing a Rail Road track.

Now comes the Prosecuting attorney, and it appearing that there are pending against the defendants herein the same charge and that this is a joint indictment; and the prosecuting atty being required to elect which defendant he will first put on trial elects to proceed upon that of Ellis Parrish, and the said James Kennear is remanded to the custody of the Sheriff. And thereupon came the following named persons as jurors, viz;

1 Ed Leidgett 5 Guido Robinson 9 Justus Scherderer
2 John Cochran 6 W. F. Jackson 10 H. A. Chapman
3 Reuben Stultz 7 Samuel Berghtler 11 H. C. Wilgus and
4 Conrad Weidman 8 John Lanson 12 Jeremiah Miller who

were duly impanelled and sworn and the trial proceeded, and the said jury having heard the evidence and argument of counsel in part, this cause was continued until 8-30 o'clock tommorrow morning.

Wednesday Dec 2d AD 1896

Court convened pursuant to adjournment at 8.30 o'clock in the Morning.

6255 H Hague Exr &c vs A O Andrews et al } 6167

This day came the plaintiff but the defendants made default, and thereupon the trial by jury was waived, and the cause submitted to the Court, whereupon the Court find there is due plaintiff from defendants on the note in the petition described the sum of one hundred and nineteen and 62/100 Dollars at 8 per cent, from Dec 2 1891

It is therefore considered and adjudged by the Court that plaintiff recover of Defendants said sum of one hundred and nineteen 62/100 dollars and his costs taxed at $-

6212 Robert Evans vs. Nettie Evans } 837 9 6212

Now came the plaintiff, and the defendant having been duly served with summons, a copy of the petition herein, having failed to appear, the Court find the said defendant in default for answer and demurrer to said petition, find that the allegations thereof are confessed by her to be true. The Court also find that the plaintiff at the time of filing his petition, had been a resident of the State of Ohio for one year next preceding the same, was at that time a bona-fide resident of this County of Union, and that the parties hereto were married as in said petition set forth. The Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and has in disregard of her marital duties, for more than three years last past before the filing of the petition in this case, been wilfully absent from plaintiff, and that by reason

Wednesday December 2d A. D. 1891-

Court convened at 8-30 O'clock this morning pursuant adjournment-
Present: Hon John A. Price Judge-

6086 Ezekial Aller vs C. W. Drumm Exc &c

The jury in this action having on a former day of this term, rendered a verdict for the plaintiff and assessed his damages at $230.00 and no motion for a new trial having been made-

It is therefore considered by the court that the said plaintiff recover of said defendant the said sum of $230.00 together with his costs herein expended-

6252 Smith Simmons, Peabody & Co vs George E. Thompson et al

Now comes the plaintiff by his attorneys and the defendants being in default for answer and demurrer, the the court find that the allegations of the petition are confessed by them to be true and find that the defendants George E Thompson and Elizabeth Thompson are indebted to the plaintiff Smith Simmons & Co in the sum of $121.55 with interest from August 19th 1891-

It is therefore considered and adjudged by the court that the said plaintiff recover from the said defendants the said sum of $121.25 with interest from August 19th 1891 and their costs herein expended taxed at $ -

6167 John L. Schneider vs The Cleveland, Cincinnati & St L Ry Co

This day came this cause on to be heard on the motion of the defendant to require the plaintiff to make his second amended petition more definite and certain- and the court on consideration thereof overrules said motion to which the defendant excepted, Thereupon the defendant asked and had leave of the court to file its answer to the 2d amended petition by the 20th day of December 1891 and cause continued-

837 The State of Ohio vs Charles Singer } Indictment for assault-

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 ordered and adjudged by the court that the said Charles Singer pay a fine of five dollars and the costs of this prosecution- and execution is awarded-

6212 thereof the plaintiff is entitled to a divorce, as prayed for. It is further considered by the Court that the plaintiff pay the costs of this proceeding: & execution is awarded.

833 The State of Ohio } Indictment for obstructing a Rail Road track 6288
vs }
Ellis Parrish }

This day again came the Prosecuting attorney and the prisoner Ellis Parrish being brought into court in custody his attorney being present, also came the jury heretofore impanelled herein, and the said jury having heard the remaining argument, and charge of the court, returned their verdict, in writing signed by their foreman and say, 6070
"We the jury in this case, being duly impanelled and sworn to well and truly try and true deliverance make between the State of Ohio and the prisoner at the Bar Ellis Parrish, do find that the prisoner at the bar is guilty

Conrad Weidman, Foreman

and the said Ellis Parrish is remanded to the custody of the Sheriff until Sentence.

840

834 The State of Ohio } Indictment for Assault & Battery;
vs }
Lewis Andrews }

Now comes the prosecuting attorney in 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 Lewis Andrews pay a fine of five dollars and the cost of this prosecution, and Execution is awarded.

835 The State of Ohio } Indictment for assault
vs }
Edward Andrews }

Now comes the prosecuting attorney in 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 by the court that the said Edward Andrews pay a fine of five Dollars and the costs of this prosecution, and Execution is awarded.

6288 Mary Alice Farley
vs
Edmund Taylor

This day leave was granted the plaintiff to file an amended petition herein in 10 days from the rising of the court=

6070 James Black Receiver &c
vs
Howard Bidwell

On Motion to the court — by the defendant, it is ordered that this cause be dismissed for want of prosecution at the cost of the plaintiff. It is therefore considered and adjudged by the court that the defendant recover of the plaintiff his costs herein expended taxed to $ —

840 The State of Ohio
vs
Elmer Poling
} Indictment for Selling Mortgaged property.

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, also came the following named persons as jurors viz:

1 S. W. Dolbear	5 Conrad Weidman	9 John Lawson
2 A. E. Knox	6 Lenido Robinson	10 Jesse Schneider
3 Ed Liggett	7 W. F. Jackson	11 W. A. Chapman and
4 Reuben Stultz	8 Saml Brightler	12 Jason Case who were

duly impanelled and sworn herein and the said jury having heard the evidence, 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 in this case, being impanelled and sworn to well and truly try and true deliverence make between the State of Ohio and the prisoner at the bar Elmer Poling do find that the prisoner at the Bar not guilty

John Lawson. Foreman.

and therefore it is ordered and adjudged that the said defendant Elmer Poling be discharged.

Court then adjourned until tommorrow Morning at 8-30 o'clock.

Thursday, December 3rd A. D. 1891.

Court convened at 8-30 o'clock this morning pursuant to adjournment
Present: Hon John A. Price, Judge.

833

Ida A. Thornburgh
vs
6200 Sarepta Hopkins

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

In the Matter of the assignment by
James T. Mahaffey to J. W. Robinson Assignee.

This cause having been certified to this court by the Probate court of this county came on to be heard on the Exceptions filed to the report of the assignee for Settlement.
Whereupon the court having heard the evidence and arguments of Counsel finds that said J. W. Mahaffy & Co and all the members of the said Company Except James T. Mahaffey were at the time of the assignment wholly insolvent and had no property liable to Execution and finds that said Maria Mahaffy and A. B. Robinson have no priority or Equity greater than the other creditors of said Company & of said James T. Mahaffy.
Therefore it is considered and ordered by the court that the Exceptions to said Report are all overruled Except those of the creditors of said J. W Mahaffy & Co asking that the creditors of said Company may share Equally with the creditors of James T. Mahaffy in the distribution of said assets in the Assignees hands and the court order that said report be amended so as to show all the claims allowed by said assignee to the Several Creditors of said Company as well as the creditors of said James T. Mahaffy and that all of the creditors of said Company and said James T. Mahaffy share Equaly in said assets And this cause is remanded back to the Probate Court without record in this court for amendment of said Report according to this decree. And it is further ordered that said assignee pay the claim of Rosa Myers in full, it being for work & labor, and the costs in this court be pay out of said assets and the balance be divided Equally, pro rata among all of said other creditors.

6216

Phineas Bell
vs.
George W. South et al

This cause coming on for hearing on the demurrer of plaintiff to the second defense of the second amended answer of Villa Wallace by her Guardian ad litem on consideration the same is by the Court overruled to which the plaintiff excepts and leave to reply and same filed.

833 The State of Ohio vs James Heinnear & Ellis Parrish } Indictment for obstructing Rail Road track.

This day came the Prosecuting attorney on behalf of the State of Ohio and the defendant James Heinnear being brought into Court in custody of the Sheriff his attorney being present: also came the following named persons as jurors. viz

1 C. Houston	5 Lewis Sellers	9 W. M. Cartwell
2 Samuel Eilerist	6 W. S. Smith	10 S. L. Irwin
3 W. B. Hershey	7 J. H. Wood	11 L. E. Bellers and
4 W. C. Fullington	8 A. S Bellers	12 Jesse. Pearse who were

duly sworn and impaneled, and the said jury having heard the Evidence arguments of Counsel 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 in this case, being duly impaneled and sworn lawfull and truly try and true deliverance make between the State of Ohio and the prisoner at the bar James Heinnear, do find that the prisoner at the Bar is guilty as charged in the indictment.

W. M. Cartwell Foreman

Thereupon the defendant Ellis Parrish being brought into court in custody of the Sheriff, and the defendants being informed by the court of the verdict of the jurie's and inquired of if they had anything to say why sentance should not be pronounced against them: and having nothing to say but what they have already said,

It is therefore adjudged by the court that the said defendants. Each pay a fine of $25.00 and the costs of this prosecution and be imprisoned in the jail of Union county for the term of thirty days.

And the Court allowed W. T. Hoops $25.00 for defending Ellis Parrish also allows W. T. Hoops $25.00 for defending James Heinnear

J E Findley. vs Samuel Walsor et ae } 6216 Now comes the plaintiff J E Findley by his attorneys, and the defendant being in default for answer and demurrer, the Court find the allegations of the petition are confessed by them to be true, and find that the defendant Samuel Walsor is indebted to the plaintiff J E Findley in the sum of Four hundred and sixteen dollars and seventy four cents ($416.74)

It is therefore considered by the court that the said plaintiff Recover from the said defendant the said sum of $416.74/00 and his costs herein expended and taxed to $.

Court then adjourned until 9 O'clock tommorrow morning.

Friday December 4th A.D. 1891.

Court convened at 9 O'clock this morning pursuant to adjournment.
Present. Hon John A. Price, judge.

6192

In the Matter of the Union County
Farmers Insurance Company.
Ex parte

On motion to the court, it is ordered that Levi Bechtel Receiver of said Union County Farmers Insurance company, be, and he is allowed one year further time to collect the claims due said company and to wind up its affairs and make settlement.

4236 John F Koelbing
vs
P. C. & St L. R. R. Co

This day leave was granted to the defendants to file answer herein by January 1st 1892.

3924 Fleetwood Courtright
vs
F. M. Taylor

This day came on this case to be further heard on the motion to set aside the verdict and grant a new trial. Whereupon the court being fully advised in the premises overruled said motion.

Wherefore it is considered ordered and adjudged by the court that the plaintiff recover of the defendant the sum of one hundred & sixty-six dollars & fifty nine cents found his due by the verdict of the jury and that he recover of the defendant his costs herein expended taxed to $. To all of which defendant excepts and ask the court to allow said and sign his bill of exceptions and the court for the purpose of the preparation and signing such bill, orders this journal to be kept open for 30 days from the rising of the court.

6083 George W. Cook
vs
Mathew Zingel

This day came on this cause to be heard on the demurrer to the plaintiffs amended petition. Whereupon the court being fully advised in the premises do sustain said demurrer. Whereupon leave is given to the plaintiff to file amended petition by the 20th of December 1891 and this cause is continued.

Leo B. Hamilton }
6192 vs. }
Robert Cooperstall }

This day came the parties by their attorneys and thereupon this cause was submitted to the court upon the pleadings and the evidence, on consideration whereof the court being fully advised in the premises finds that the mortgage was executed and recorded and was to secure the sum stated in the petition. The court finds further that after the suit was commenced the said B. S. Walters with the consent of plaintiff purchased the mortgaged premises and assumed the payment of said mortgage indebtedness and that it was then agreed that the payments were to be made as stated in the answer and cross petition of said B. S. Walters.

It is therefore ordered by the court that interest on the notes secured by said mortgage be computed to the 1st of August 1891 and that from this amount the sum of $1000. be taken, and that the balance of the sum secured by said mortgage be divided into four equal annual payments which shall bear interest from August 1st 1891 at 8%. The court find the following to be the amount of the sum secured by said mortgage including interest to Aug 1st 1891 to be $2224. That of said sum the said B. S. Walters has paid $1000. to be credited Aug 1st 1891 leaving a balance of the sum secured by said mortgage Aug 1st 1891, $1224. which sum by the agreement of the parties is to be divided into four equal annual payments, the first to be due August 1st 1892 each payment to bear interest from Aug 1st 1891 at 8%.

It is further ordered and adjudged by the court that if the default shall be made in either of said payments at the time the same becomes due then that an order of sale issue to the Sheriff of said county commanding him to sell said premises in the petition described and apply the proceeds to the payment of said sum due.

It is further ordered that the answer and cross petition of William Woods and the reply of B. S. Walters thereto be dismissed without prejudice and said answer & reply omitted from the record.

And it is further ordered that said B. S. Walters pay the cost of this proceeding up to the time of filing his cross petition, and that the cost since that time be paid one half by said plaintiff and one half by said B. S. Walters and judgment is rendered accordingly.

Court then adjourned until 9 o'clock tomorrow morning.

Saturday December 5th A.D. 1891

Court convened at 9 o'clock this Morning pursuant to adjournment.
Present: Hon John A. Price, Judge.
Marysville Ohio December 5th 1891.

Sheriffs allowance

6230

To Hon John A. Price Judge

The court charges for the November term 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	4.50
To Serving Special jury venire 2	9.00
To Serving Grand jury Witnesses. 56	5.60
To Making 56 copies Grand jury Witnesses	5.60
To 900 Miles travel Grand Grand jury Witnesses	72.00
To J. W. Lawrence & Wm Lawrence Bailiff 24 days & 1 night	100.00
To Calling Grand jury & calling 56 Witnesses	2.92
Total	204.12

I hereby certify the above bill to be correct

6296

Thomas Martin. 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 Common Pleas Court

Union County Dr
To Mrs D. F. McElrock
For Jurymen Supper $7.80
50
Total $8.30

"Correct" Thomas Martin Sheriff

Approved and ordered paid
John A. Price
Common pleas Judge

5657

Cassity M. Adams Admr
vs
Anna Gill et al

This day this cause came on to be further heard by the court and thereupon the court being fully advised that after the distribution of the proceeds of the property sold in this case there still remains due the plaintiff the sum of $355.17 from defendants on the decree rendered by the Circuit Court in this case.

Whereupon it is ordered and adjudged by the court that execution issue as upon judgment at law against Anna Gill for said balance and costs hereafter to accrue. And the court also order that the Sheriff deliver possession of said premises to said purchaser according to law.

6076

Mary A. Decker }
6230 vs }
Conrad Decker }

This day came on this cause to be heard on the report of the Commissioners herein-before appointed to set-off to the plaintiff a part of the land heretofore ordered to be set-off to her. Whereupon it is ordered by the court that said report and the recommendations of said report be, and they are confirmed and the plaintiff endowed for life of said lands with the privileges recommended in said report; and the court further order that in case the plaintiff or her assigns shall erect any buildings on said land that plaintiff her heirs and assigns shall have the right to remove such buildings within reasonable time after her death.

Thereupon plaintiff gave notice of her intention to appeal to the Circuit Court as to alimony and the court fixes the appeal bond at $100.00

Mollie E. Marshall }
6296 vs }
J. E. Taylor et al }

This day came the plaintiff by her attorney D. W. Ayers and filed her petition against said defendants, and thereupon W. T. Hoopes an attorney at law of this court by virtue of a warrant of attorney for that purpose duly executed by said defendants now produced in open court proven thereon to the court and filed 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 plaintiff as she has in her petition alleged by virtue of said warrant of attorney confessed that there was due from said defendants to said plaintiff on said indebtedness, the sum of $421.16, bearing interest at 8% per annum since ~~January~~ 1st 1891.

It is considered by the court here that said plaintiff do recover of the said J. E. Taylor and John Price defendants the sum of $421.16 so confessed, as aforesaid with interest from Nov 5th 1891 at 8% per annum and also costs in her 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 released.

James T. Black }
6070 vs }
Howard Bidwell }

On Motion to the court by plaintiff it is ordered that the entry dismissing this case be set-aside and defendant have to file an amended petition instanter and same filed, leave continued.

8H1 The State of Ohio vs Frank Richter } Indictment for selling intoxicating liquor on Sunday

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 Frank Richter be imprisoned in the jail of Union county for the term of ten days and that he pay a fine of twenty five dollars and the costs of this prosecution; and execution is awarded, and it is further ordered by the court that the execution of the sentence herein of ten days in jail be suspended.

8H2 The State of Ohio vs Frank Richter } Indictment for keeping saloon open on Sunday

Now comes the prosecuting attorney on behalf of the State of Ohio and the prisoner being brought into court in custody of the Sheriff and arraigned upon said indictment for plea thereto saith he is "guilty"; Thereupon, after being fully advised in the premises it is ordered and adjudged by the Court that the said Frank Richter be imprisoned in the jail of Union County for the term of ten days, and that he pay a fine of $25 and the cost of this prosecution and execution is awarded.
And it is further ordered by the court that the execution of the sentence herein of ten days in jail be suspended.

6223 B. F. Barnean vs O. Rentzel }

Leave is given plaintiff to plead to answer by dec 20th and cause continued.

6076 W. S. Rogers vs Joshua Trait }

Leave is given plaintiff to file petition by dec 20 and cause continued.

6057

6286.

Saturday. November. 28th 1891

James L Jolliff admr de
6052 vs
Richard Hoskins. et al

See Page. 72 for the place on the journal

This day this Cause Coming on for hearing upon the petition, upon the separate answer and cross-petition of Minor Barrd upon the answer of Richard Hoskins, Ollie T Hoskins. and Purdy K Hoskins, by their Guardian ad Litem J E Griffetts, and the other defendants being in default for answer and demurrer, and the reply of Plaintiff, the proofs and, and exibits. the Court find that all of the defendants have been duly served with process or have voluntarily entered their appearance in this Case, - and that as set forth in the petition it is necessary to sell the real estate described in the petition to pay the debts of the said Henry C Hoskins deceased — It is therefore ordered and adjudged by the Court, that the Real Estate described in the petition be appraised by the oaths of M F Langstaff H McFadden and A J Mowry Judicious and disinterested freeholders of the Vicinety whom the Court hereby appoint for that purpose, and that they return their proceedings to this Court for Confirmation.

It is further ordered and adjudged by the Court, that James L Jolliff, administrator as aforesaid, advertise and sell at Public Vandue, on the premises according to such appraisement, at not less than two thirds its appraised Value, in seperate lots and tracts the real Estate described in the petition, on the following terms to wit; "One third Cash, the ballance in two equal installments payable in one and two years, respectively, with interest, and secured by Mortgage on the premises, And that the said James L Jolliff Make due return to this Court.

Saturday. December. 5th AD 1891

Lincoln & Kimball
6286. vs
P L Coe et al

This Cause now coming on for hearing upon the petition to vacate the Judgment heretofore rendered in this Court in Case numbered 6286, wherein the said Lincoln & Kimball was plaintiff and the said P. L. Coe and others were defendants, and the evidence The Court find that Judgment was taken in said Case upon a Warrant of Attorney for More than was due the plaintiffs, - when the defendants were not summoned or otherwise legally notified of the time and place of taking such Judgment, and that the defendants herein by reason thereof are entitled the judgment and said Case vacated; And the Court further finding that the said defendants have a valid defence herein; It is therefore ordered that the Judgment in the Case above named be, and it hereby is vacated, and a new trial of the Case is granted, with leave granted defendants to answer in ten days from the rising of the Court.

Saturday. December 5th AD 1891

6246 Martha J Weaver
vs
Alferd Weaver

Now comes the Plaintiff, and the defendant having been duly served with Summons and copy of the petition herein and having failed to appear, the Court find him in default for answer and demurrer, to said petition and find that the allegation 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 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 towards the said plaintiff and as in her petition alleged, 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 Martha J Weaver, and Alferd Weaver be, and the same is hereby dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education, and Controll of the said Child of the parties hereto be, until further order confided to the said Martha J Weaver, exclusively.

And the said Alferd Weaver, is hereby enjoined from interfering in any manner and from visiting said Child until further order of the Court. It is further considered that the plaintiff pay the costs of this proceeding, and execution is awarded.

4784 William S Curtwell
vs
Gratia B Irwin

This Cause coming on for hearing on the Motion of the plaintiff to set aside the verdict and for a new trial herein, The Court on consideration thereof overrule the same, to which the plaintiff excepts;

And thereupon on said verdict it is considered and adjudged by the Court that the said defendant go hence without day and recover from the said plaintiff her costs herein expended, to which the plaintiff excepts;

6225

6258

Saturday December 5th AD 1891

6225 Joel C McKlin vs Harrison McVey } This day this cause was submitted to the Court by the agreement of the parties for the appointment of Receiver in this case, and by the agreement of the parties herein, John M Brodrick was appointed by the Court to act as Referee in this case with full power to hear and determine all Questions of law and facts; to compell the attendance of of Witnesses and to do all and every thing necessary to a full and complete adjudication of the same. And report his proceedings to the next term of this Court with his findings therein,

6258 Joseph Parrish vs Nancy Parrish } Now Comes the Plaintiff and offers proof of Publication of the pendency and prayer of the Petitioner herein, and the Court finding said Publication and proof in all respects regular and according to law do hereby approve the same. And the defendant having been legally Summoned by publication, and having failed to appear, the Court find her in default for answer and demurrer to said Petition, and 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 has been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona fide resident of the County of Union, And that the parties hereto were Married as in the said petition set forth, . The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty toward plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore considered and adjudged by the Court that the marriage relation heretofore existing between the said Joseph Parrish and Nancy Parrish be and the same is hereby disolved and both parties are released from the obligations of the same, And the Court further find that the said parties made and entered into an ante-nuptial agreement which is recorded in Book of Leases "A" Page 226. of the Recorders office of Said County, and that in accordence with said agreement the plantiff conveyed to the defendant a life estate subject to his own life estate in and to Lot No 680. in Burns' Addition to Richwood Union County Ohio. Which deed is recorded in Vol 66. Page 553 of Union County Records of Deeds, And that by reason of said gross neglect of duty the defendant has forfeited her rights, under and by virtue of said Antinuptial agreement; It is ordered and decreed that the defendant be forever divested of any and all Claim Title, or interest in and to Said Real Estate, and of all interest under and by virtue of Said agreement; And that the plantiff pay the costs of this proceeding taxed at $–

Saturday December 5th AD 1891

6269 James George vs Ella George } Now comes the plaintiff, and the defendant having been legally ~~served~~ summoned by publication, which publication the court finds to be in all respects legal and does approve and confirm the same. And having failed to appear the court finds her in default for answer and demurrer to said petition, and that the allegations by her 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 one year next preceeding the same, and was at that time a bona fide resident of the County of Union, and that the said parties hereto were Married as in said petition set forth,

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty towards plaintiff, and that by reason thereof the plaintiff is entitled to divorce as prayed for.

It is therefore ordered and adjudged by the court that the Marriage Contract heretofore existing between the said James George and Ella George, 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 controll of the Child of the parties - to wit: Leah May, be, until further order confided to the said plaintiff, and it is further ordered that the plaintiff pay the costs of this proceeding.

6241

6172 Algernon S Johnson, vs William Goff. } This day, this Cause came on again to be heard upon the motion of the defendant to have the Verdict against him set aside, and a new Trial in said Cause granted him, and was argued by Counsel, in consideration whereof the Court overrules said motion. It is therefore considered and adjudged that the plaintiff Algernon S Johnson recover of said defendant William Goff said sum of Six hundred dollars, so found for plaintiff against defendant, by the verdict of the Jury, and also his costs in this behalf wholly expended to ∅.

5955

To all of which, rulings, decessions and judgments the defendant then and there excepted, and asked the allowance of signing and sealing of his Bill of Exceptions, and the Journal is ordered kept open for the preparation of said Bill of Exceptions.

Saturday. December 5th AD 1891

P G Wiegar
vs
6241 Geo. C Welch

This day this cause came on to be heard on the return of the Sheriff, of the writ of Execution issued herein, with his report of his proceedings and sale of lands and tenements under said writ, And the Court having carefully examined said proceedings, being satisfied that the said sale has in all respects been made in conformity to the provisions of the statute in such cases made and provided, finds the same to be legal, and does therefore approve and confirm the same.

And it is further ordered that the purchaser make to the purchaser Morris H Hile a deed in fee simple for the lands and tenements so sold to-wit; In the Village of Richwood, Union County Ohio, in W H. Neill's first Addition to said Village being 16 feet off the South end of Lot No. 569. and 34 feet off the North side of Lot No. 570. and being 50 feet front by 165 feet back, And the said purchaser is hereby subrogated to all the rights of the lienholders who shall be satisfied herein for the protection of his title, and a writ of possession is awarded the purchaser to put him in possession of said premises.—

And the Court coming now to the distribution of the purchase money in the hands of the Sheriff, orders that he pay

First; He pay to the treasurer of this County the taxes on said property, To wit $

Second; To the clerk of this court, the costs of this action Taxed at $

Third; To R J Mensell, the amount due him on his mortgage on said premises to wit, $103 18

Fourth; To the plaintiff the ballance of said purchase money to apply on his Judgment against the defendant,

Phineas Bell
vs
5955 George W South
Villa Wallice, et al;

This Cause now coming for hearing was submitted to the Court, on the pleadings to wit; The Amended Petition, the second Amended Answer of Villa Wallace by her guardian ad litem, W T Morris, and the reply to the said Answer of Villa Wallice and the evidence, and on consideration thereof the Court find on the issues joined for the plaintiff, And there is due the plaintiff from the defendants George W South and Anna B South on the promissory notes set forth in the petition, with interest at Eight per cent, to the first day of this term viz, November 9th 1891 the sum of Two hundred and twenty one dollars and Seventy seven cents, ($221 77)

The Court further find that in order to secure the payment of said notes, the defendants 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, and on the premises therein described; that said Mortgage was duly

recorded in Book 27. Page 195. 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 —

The Court further find that the title to said land was in George W South and Anna B South, and that since the execution and delivery of the notes and Mortgage described in the petition the said Anna B South has departed this life intestate, leaving as her only Child and heir at law, the said defendant Villa Wallace and that no administrator has been appointed on her estate —

It is therefore adjudged and decreed that unless the defendant Villa Wallace, and George W South shall within one day from the entry of this decree pay or cause to be paid the costs of this Case to the Clerk of this court, and to the plaintiff herein the sum of $ found due as aforesaid, with interest at eight per cent per annum from the 9th day of November 1891 the defendants Equity of Redemption be foreclosed,

The court further finds that said premises described in the petition have been sold under a former order of this Court, and on the motion of the plaintiff and on his producing the return of the Sheriff, of the Sale Made under the former order 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 are hereby approved and confirmed, And it is further ordered that the said Sheriff convey to Phineas Bell by deed according to law the property so sold; and a writ of possession is awarded to put said purchaser in possession

And 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 ($384.00) three hundred and eighty four dollars, it is ordered that the Sheriff out of the money in his hands pay first, To the Treasurer of this County the, taxes penalty, and interest against said property to wit the sum of $

Second the costs of this action taxed at $.

Third to the plaintiff Phineas Bell, the amount therefore found due to him with interest to out, $

And the defendant George W South having made application for an exemption in lieu of homestead out of the ballance of the proceeds of said sale on consideration the same is by the court refused — And the defendant Villa Wallace having having made application to the court for an exemption in lieu of homestead out of the ballance of the proceeds of said sale on consideration, the same is refused by the court —

To all of which decisions orders and judgments of the court, the

6184

Saturday Dec 5th 1891

defendants except, and give notice of appeal, and bond is fixed at $100.00

And leave is given the defendant George W South to file answer, and answer filed Claiming dower in the ballance, of the proceeds of sale. And as to the future distribution of the proceeds of said sale, this cause is continued and by consent it is ordered journal is to be kept open thirty days to complete bill of exceptions.

6184 Grace Demster vs John B Demster

Now comes the plaintiff, this cause came on this day to be heard, on the petition and the evidence, and on consideration thereof, the Court find that the defendant has been duly served with summons and a copy of the petition herein and at the time of filing her petition had been a resident of the state of Ohio one year next preceeding the same and was at the time a bona fide resident of this County of Union, and that the parties were married as in the petition set forth,

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty towards the said plaintiff, and as in her petition alleged, 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, Grace Demster and John B Demster be and the same is hereby disolved, and both parties are hereby released from the obligations of the same,,

And the Court find that the plaintiff is the owner of the following described real estate not heretofore disposed of, to wit; Lots No 780, 781,-787 & 788 situated in the village of Richwood Union County Ohio, and the same is hereby restored to her divested of all and every claim title and interest, by courtesy dower or otherwise of her said husband — It is further ordered that the petitioner be, and she is hereby restored to her former maiden name, of Grace McLain.. And that she hold and possess all wearing apparel household and kitchen furniture, now in her possession

It is further considered by the Court that the plaintiff pay the costs of this proceeding Taxed to $— and that in default thereof for twenty days that execution issue therefor.

Saturday December 5th AD 1891

(Wednesday Dec 2d 1891)

Mary Hollane
vs
6160 Catharine Mashchal } (This Cause Came on for hearing upon 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 Cannot be divided by metes and bounds without injury to the value thereof, and that said commissioners have made and returned their appraisement of said estate at $ per acre, the Court find 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 be sold at public Auction, and that an order issue therefor to the Sheriff of Union County, and the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay—)

It is ordered that all cases, motions, and Matters 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 this Court of Common Pleas for the term of November AD 1891, was begun on the first Monday, the 9th day of November AD 1891, and Continued from day to day by regular adjournments, until this fifth day of December AD 1891, and is now adjourned without day.

Signed John A Price, Judge

Attest R M Crory, clerk

6243

Thursday Dec 3d 1891.

6243 Mary J Moore.
vs
Christopher R Moore

Now comes the plaintiff, and the defendant having been duly served with summons and copy of the petition herein, and having failed to appear the Court find him in default for answer or demurrer to said petition, and find that the allegations thereof are confessed by him to be true.

The Court also find that the plaintiff at the time of filing her petition, had been a resident of the state of Ohio, for one year next preceeding the same and was at the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty toward the plaintiff, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the Marriage Contract heretofore existing between the said Mary J Moore, and Christopher R Moore, be and the same hereby is dissolved, and both parties are released from the obligations of the same.

And the Court find that the plaintiff is the owner of the following described real Estate, not heretofore disposed of, to wit; Lot No 336, in Gills Addition to the town of Richwood Union County Ohio, and the same is hereby restored to her divested of all and every Claim by Curtesy, Dower, or otherwise of her said husband,

And it is further ordered and adjudged that the plaintiff do also have, and possess and enjoy, with the right to use, sell or dispose thereof at her pleasure, to wit; All her wearing apparel, and all her household and Kitchen furniture, now in the possession of said plaintiff, and situated in the above described premises.

It is further considered by the Court that the plaintiff pay the costs of this proceeding taxed to $, and in default that Execution issue therefor.

5924

6172.

Friday December 18th 1891

5924 Fleetwood Courtright vs F. M. Taylor

This day came the defendant and presented his bill of Exceptions which are allowed, signed and filed in this case, the Records having been kept open for that purpose.

Monday, January 4th 1892.

6172. Algernon S. Johnson vs William Goffy.

This day January 2d 1892. the Bill of Exceptions was signed and sealed, and the court orders the same filed and Made part of the record as prescribed by law.

Friday January 1st AD 1897

No 6310. Thomas J Connor vs James Galloway Jr et al } On motion of the said Thomas J Connor, by his attorney, and it appearing from the affidavit of the said Thomas J Connor, that the name and residence of the said James Galloway Jr, Martha Galloway, David Colver, Catharine Colver, David Colver, Catharine Colver, Samuel Rice, Lucy Rice, Douglas Farnam, Catharine Colver, Susan Farnam, Sally Rice — — Rice whose name is unknown, husband of Sally Rice, Nicholas Hathaway, Elizabeth Hathaway, Elnathan Hathaway, Lenora Hathaway, William R P Hathaway, Joanna Reed, Ebenezer P Hathaway, Samuel Reed, N. P. Wiles, Julietta B Wiles, John A McCright, Elnathan Hathaway, Joshua Pathers — Mrs Joshua Pathers, name unknown, his wife, David Culver, Katharine Culver, David Corner, Sally Corner, Mary Corner, Samuel Beer Corner, Eliza Corner, Rachel Corner, Jacob D Taylor, Mary Taylor, Samuel B Corner, Ralph Cheney, Sally Cheney, are unknown to the said plaintiff. It is ordered as to them service be made by publication for six consecutive weeks in manner prescribed by Statute, for in case of Non-Resident defendants,

Monday January 11th A. D. 1892

The State of Ohio }
County of Union ss. }

This Separate Session of the court of common pleas, of the 3d Subdivision of the Tenth judicial district of the State of Ohio, within and for the county of Union for the term of January in the year of our Lord one thousand eight hundred and Ninety two, in the court-house in the town of Marysville, county and State 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 Ohio

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. Widget
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 indorsements thereon, as follows, to-wit:
Served the within named jurors as follows,

1 Emanuel Burns	Dec	16	copy
2 S. S. Flickinger	"	16	"
3 Morgan Young	"	23	"
4 Dwight Clark	"	14	"
5 D. D. Hamilton	Jan	2	"
6 W. W. Northrup	Dec	19	"
7 Jacob Schunk	"	"	"
8 W. F. Monroe	"	14	"
9 C. F. Haines	"	15	"
10 John Leake	"	15	"
11 L. A. Webb	"	30	"
12 C. W. Bacon	"	31	"
13 W. M. Mather	"	17	
14 A. H. Olds	"	16	
15 Absolum Liggett	"	15	

and upon calling the same in open court - S. S. Flickinger Morgan Young, Dwight Clark D. D. Hamilton, W. W. Northrup, Jacob Schunk, W. F. Monroe, C. F Haines, John Leake, L. A. Webb, C. W. Bacon W. M. Mather and A. H. Olds, appeared in answer thereto and for good cause shown the court excused Jacob Schunk and W. M. Mather and the panel being incomplete the panel was filled from the

venire of the Petit jury, and the panel being full the court appointed Morgan Young 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. 3140
The following named persons compose the grand jury, viz; 4146
Morgan Young. Foreman of the grand jury. 5334
S. S. Flickenger Dwight Clark. D. D. Hamilton, W. W. Northrup. W. J. Monroe, C. T. Hoaites. John Lake. L. A. Webb. G. W. Bacon, A. H. Olds 5373
W. J. Barbour, Frank Norris. David Shuler and John Shisler. 6018

5957

6318 J. W. Robinson admr de bonis non with the will annexed of Alvah Smith decd
vs
C. M. Jones

This day came the plaintiff by his attorneys also came W. T. Hoops an attorney at law of this court on behalf of the defendant, and by virtue of a warrant of attorney duly executed by said defendant; and now produced to the court, and a copy of which is filed with the clerk of this court; entered the appearance of said defendant; waived the issuance and service of process in this action and with the assent of the plaintiff confessed that the said defendant is justly indebted to the plaintiff in the sum of $222.95. and also released and waived all exceptions. errors, and right of appeal herein. 5962 5772 5521
It is therefore considered by the court that the said plaintiff recover from said defendant the said sum of $222.95 together with his costs herein expended. taxed at $ — 6210

5584 Oriel Courtright Admr of the estate of John Courtright decd
vs
Elijah Mitchel

This cause is dismissed for want of prosecution without prejudice to a new action at plaintiffs costs,
It is therefore considered by the court that the defendant recover of the plaintiff as such administrator his costs herein taxed to $ — with interest at 8% from date.

3140 James Carter vs Bank of North Lewisburgh - Continued by agreement -

4145 David M. Robinson vs P. C. & St. L. R.R. Co - Continued

5334 Lester Clark vs Calvin Felkner Continued by agreement -

5373 E. D. Pitts vs J. M. Hoskins Continued by agreement

6018 Robert W. Thompson vs W. S. Rogers. Continued by agreement -

5957 L. A. Jackson vs E. M. Bigelow et-al } This day this cause was dismissed for want of prosecution at plaintiffs cost - without prejudice, without record It is therefore considered and adjudged by the court that the defendants recover of the plaintiff their costs herein taxed to $ -

5962 R. W. & N. P. Thompson vs W. S. Rogers } Continued by agreement -

5772 John Eldrige vs Mahala Dunfee et-al. Continued by agreement -

5521 Mary M. Bland vs Dra Fenner -
This cause is continued on defendants showing and at his costs

6210 Joseph Gibson vs Heate Green et-al } This day came the plaintiff and dismissed his action at his own cost. It is therefore considered that the plaintiff pay the cost herein taxed to $ and execution is awarded.

Court then adjourned until 9 o'clock tommorow Morning

Tuesday January 12th A.D. 1892

Court convened at 9 o'clock this morning pursuant to adjournment
Present:
Hon John A. Price. Judge.

6067 Joseph P. Robbins vs John Cunningham

Rept of Grand Jury

This day this cause came on to be heard, and on motion of plaintiff was dismissed at the costs of plaintiff.
It is therefore considered ordered and adjudged that the plaintiff pay the costs herein.

6222 S. H. Kilberg vs Mahala Dunfee et al

This cause came on for hearing on the motion to set aside the appraisement of the real estate heretofore ordered sold 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 it is ordered that a new appraisement of the same be made.

6280 George E. Fox vs Margaretta E. Burns

Now comes the plaintiff by his attorney and the defendant being in default for answer and demurrer the court find the allegations of the petition are confessed by her to be true and that she is indebted to plaintiff in the sum of $216.08.
It is therefore considered by the court that the said plaintiff George Emanuel Fox recover from the said defendant Margaretta E. Burns the said sum of $216.08 with interest thereon at six per cent per annum from the first day of this term of court and his costs herein expended.
The court further finds that in order to secure the payment of the sum aforesaid the same being part of purchase money, the said defendant executed and delivered to the said plaintiff her certain mortgage deed as in the petition set forth and on the premises therein described that said mortgage was duly recorded in Book 30 Page 75 of the records of mortgages of said county and was filed for record at the time alleged and that the same is a valid lien on the premises described in the petition and that the conditions in said mortgage expressed have been broken
It is therefore adjudged and decreed by the court, that unless the defendant Margaretta E. Burns 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 action and to the plaintiff herein the sum so found due as aforesaid with interest from the 11th day of January 1892. the said defendants equity

5967

of redemption be foreclosed, that 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-

Rept 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 Morgan Young	6 W. G. Monroe	11 A. H. Olds
2 A. S. Fleckinger	7 C. F. Haines	12 W. G. Barbour
3 Dwight Clark	8 John Lake	13 Frank Morris
4 D. D. Hamilton	9 L. A. Webb	14 David Shuler &
5 W. W. Northrup	10 C. W. Bacon	15 John Schisler

and presented to the court, through their foreman Morgan Young their certain bill of indictment against Harvey Speakman for assault & Battery indorsed "A True Bill, Morgan Young foreman of the grand jury. And also their certain other bill of indictment against E. G. Evans for disturbing a meeting, indorsed "A True Bill." Morgan Young foreman of the grand jury.

Also their further Report as follows.

The Grand jury of the court of common pleas of said county, of the January term, 1892 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, having examined ~~into all~~ Fifteen witnesses, covering Four cases and presented Two 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 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

Jany 12th 1892 Morgan Young. Foreman

And there being no further business for said jury they were discharged finally.

5967 Tingley & Wagner vs Lenox Bros

This day came the parties by their attorneys, also came the following named persons as jurors to-wit; Isaac Hirk, Ruben Poling, Jacob Beem, William Collins, F. W. Perkins, Cliff Seely, C. L. Evans, J. W. Barnes, C. E. Ballinger, Clarance Tarman, George Benner and D. C. Bolenbaugh who were duly impanelled and sworn, and the trial proceeded and the said jury having heard the evidence in part the further hearing of this cause was continued until 9 o'clock tommorow morning, to which time court then adjourned,

Wednesday January 13th A.D. 1892.

Court convened at 9 o'clock this morning pursuant to adjournment.
Present: Hon John A. Rice. Judge.

6150 The State of Ohio on relation of Arthur Webb Admr of the estate of Elijah M. Witter Decd vs Ezra E. Witter et al

This day came the parties hereto by their counsel, and by agreement of all parties this cause is referred to J. H. Heinkade Esq to hear the testimony and make full and complete findings of both the law and the facts thereon and report all the evidence, together with his findings of facts and findings on law thereon to this court.

4784 William S. Cartmell vs Gratia B. Irwin

Now comes the plaintiff W. S. Cartmell the plaintiff and presents his 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.

6068 Alvin Barnes vs James Myers

This day this cause came on to heard upon the motion of defendant to dismiss this action for reasons therein stated, to wit for want of prosecution) and the court being fully advised in the premises sustained said motion, and dismissed this action without prejudice to a new action, at the costs of plaintiff. It is thereupon considered & ordered that the defendant recover of the plaintiff his costs herein taxed to $.

5967 Tingley Mc Wagner vs Lennox Bros

This day again came the parties by their attorneys, also came the jury heretofore impaneled & sworn in this cause, and the said jury having heard the evidence adduced, and the argument of counsel in part, the hour of adjournment having arrived this cause was continued until 9 o'clock tommorrow morning, to which time court adjourned.

6256

6196

5770

Thursday January 14th 1892.

Court convened at 9 o'clock this morning pursuant to adjournment.
Present: Hon John A. Price Judge.

Mary Carter
6256 vs
Joseph Carter

Now came the plaintiff and the defendant having been 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 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 that time a bona fide resident of this county of Union and that the parties hereto were married as in said petition set forth.
The court further find upon the evidence adduced that the defendant has been wilfully absent from the plaintiff for more than three years preceding the filing of the petition and has also been guilty of gross neglect of duty towards plaintiff, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.
It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Mary E. Carter and the said Joseph Carter 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 plaintiff. And it is further ordered that the plaintiff pay the costs of this proceeding taxed to $

Ellen Miller
6196 vs
James Williams

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 herein taxed to $ and execution is awarded.

The State of Ohio for the use of
Martha E. Courtright
5770 vs
Frank Clover

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 plaintiffs costs without prejudice to a future action.
It is therefore considered that the plaintiff Martha E. Courtright pay the costs herein taxed to $ and execution is awarded.

6257 Imogene Blake
vs
William J. Blake

Now came the plaintiff and produced proof of publication in this case and the court finding the same in all respects regular and approve the same, and the defendant having been legally summoned by publication and having failed to appear, the court find him in default for answer and demmurer to the 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 the petition had been a resident of the State of Ohio for one year next preceding the same, and that she was at that time a bona fide resident of Union county, Ohio and that the said Imogene Blake and Wm J. Blake were married as in said petition set forth.

The court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty towards plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

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

It is also ordered that the plaintiff be and she hereby is restored to her maiden name Imogene Rosette, and that she pay the costs of this proceeding taxed to $

6287 James F. McDonald
vs
Ida E. McDonald

This day this cause come on to be heard upon the petition of the plaintiff the defendant being in default for answer or demmurer and the court being fully advised in the premises finds for the plaintiff as follows, to-wit;

1st That said plaintiff was a bona-fide resident of Union county Ohio

2d That the parties were lawfully married as stated in the petition

3d That the defendant has been guilty of neglect as stated in the plaintiffs petition.

It is therefore considered by the court that the plaintiff be divorced from the defendant and that he have the custody, care control and education of said minor children, Gordon E McDonald and Lydia E. McDonald with the privilege of the defendant visiting said children at any proper time not more than once every three months.

6160. Mary Wollam
vs
Catharine Washerman

See Page 122 for entry.

Lorydia A. Drake et al }
6214 vs }
Evaline Creviston et al }

On motion of the plaintiff and on his producing the return of the Sheriff of his proceedings under the order of sale, the court having examined the same and being satisfied that they were had in all respects in conformity to law and the order of this court hereby approve and confirm said proceedings and sale, and the Sheriff is ordered to convey said premises to John M. Drake the purchaser thereof, by deed in fee simple.

It is further ordered that the Sheriff out of the proceeds of said sale pay;

1st To the Treasurer of Union County Ohio $ being the taxes due on said premises

2d To the clerk of this court the costs of this action taxed at $ including a counsel fee of $25.22 to J. E. Griffith plaintiffs attorney and $25.22 to D. W. Ayers defendants attorney.

3d To the plaintiff Lorydia A. Drake fifteen fifty sixths (15/56) of the balance of the cash payment to-wit; the sum of $ and also two notes for $135.49 each due in one and two years respectively from date of sale.

To the said Evaline Creviston the one seventh part of the balance of the cash payment; to-wit; the sum of $ and also two notes of $72.26 each, due in one and two years respectively from date of sale

To the said David Sharp the one seventh part of the balance of the cash payment; to-wit; the sum of $ and also two notes of $72.26 each, due one & two years respectively from date of sale.

To the said Delford Sharp the one fifty sixth (1/56) of the balance of the cash payment to-wit; the sum of $ and also two notes of $9.05 each due one and two years respectively from date of sale

To Lucinda Orr, the one seventh of the balance of the cash payment to-wit; the sum of $ and also two notes of $72.26 each, due one & two years respectively from date of sale.

To James M. Sharp the one seventh of the balance of the cash payment to-wit: the sum of $46.94 and also two notes of $72.26 each due one and two years respectively, from date of sale.

And it appearing to the court that William Sharp, who has heretofore been found entitled to the one seventh part of the proceeds arising from said sale, has sold to the purchaser herein, John M. Drake his said interest since the finding of this court and has duly assigned his said interest upon the clerks docket to the said John M. Drake, it is therefore ordered by the court that the Sheriff refund to the said John M. Drake the one seventh part of the cash payment remaining after the payment of taxes and costs, to-wit: the sum of $ being the balance in his hands, and the said John M. Drake is hereby excused from the giving of notes to cover the share of the said William Sharp and the interest of the said William Sharp is hereby decreed to fully satisfied.

6261 Silas Bell
vs
Wm H. H. Davis et al

On motion of the plaintiff and on his producing the return of the Sheriff of the Sale made under the foremen 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 Silas Bell, 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~~s~~ 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 Three Hundred and fifty ($350.00) dollars, 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 $

2nd The costs of this action taxed at $

3d To the plaintiff Silas Bell the balance of the said Money remaining in his hands to-wit - the sum of $ to be applied as a credit upon his judgment against the said defendant Wm H. H. Davis.

And there still remaining due to the said Silas Bell the sum of $ it is considered that he recover the same from the defendant William H. H. Davis, and Execution is awarded therefor -

6262 Robinson Curry & Co
vs
John Turner et al
} Settled & Costs paid.

5931 Minnie White
vs
Isaac White

Now comes the plaintiff and dismisses this action at her own costs It is therefore considered that the plaintiff pay the costs herein taxed to $ and execution is awarded,

6121 Nicholas Conover
vs
Mary L. Conover

Now comes the plaintiff and dismisses this action at his own costs. It is therefore considered that the plaintiff pay the costs herein taxed to $ and execution is awarded,

Walter C. Fullington }
6279 vs }
Ann M. Pilcher et al }

This cause now coming on for hearing on the cross petition of defendant George W. Thomas and the evidence, the court find that the defendant Ann M Pilcher has been duly served with Summons in this case, and that she is in default for answer and demmurer to said cross petition and that the allegations of said cross petition are thereby confessed by her to be true.

The court further finds there is due said George W. Thomas from said defendant Ann M. Pilcher on the promissory note set forth in said cross petition with interest to the first day of this term the sum of $387.00.

The court further finds that in order to secure the payment of said note the said defendant Ann M. Pilcher and her said husband H. E. Pilcher (now dec'd) executed and delivered to said George W. Thomas their certain mortgage as in said cross petition described and on the premises therein described, That said mortgage was duly recorded in Book 22 page 335 of the Mortgage Records of said county, and is a good and valid lien on the premises described in said cross petition, and that the conditions in said mortgage have been broken.

It is therefore adjudged and decreed that unless the said defendant Ann M Pilcher shall within five days from the entry of this decree pay, or cause to be paid to the clerk of this court the costs arising in the premises and to said George W. Thomas, or his attorney the sum so found due him as aforesaid, with interest thereon at the rate of 7% per annum from said first day of this term, the equity of redemption of said Ann M. Pilcher be foreclosed, and that said premises be sold, and that an order of sale issue therefor to the Sheriff of Vinton county, Ohio, directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this court for further order

Tingley and Wagner }
5567 vs }
Lenox Bros }

This day again came the parties by their attorneys, also came the jury heretofore impanelled and sworn herein, and the said jury having heard the remaining arguments of counsel, and the charge of the court, retired to their room in charge of the Sheriff, retired to their room 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 plaintiffs from the defendants at the sum of $168.37 interest included.

F. W. Perkins. Foreman.

6268 Dora A. May
vs
Samuel H. May

Now comes the plaintiff and the defendant having been duly served with Summons and a copy of the petition herein and having been legally ~~serve~~ served by publication and having failed to appear the court find him in default for answer and demmurer to said petition and find that the allegations thereof are confessed by him to be true.

The court also find that the plaintiff was at the time of filing her petition a bona fide resident of the county of Union, Ohio.

The court further find upon the evidence that the defendant has been guilty of gross neglect of duty in failing to provide the defendant with the necessaries of life since about October 10th 1891 although able to do so and that the said defendant Samuel H. May abandoned the said plaintiff Dora A. May his wife without good cause October 10th 1891 at Marysville Ohio and that by reason thereof the plaintiff is entitled to alimony out of the estate of her husband the said defendant.

It is therefore ordered and adjudged that plaintiff do have from and enjoy as and for her alimony the following personal property with the right to use, sell or dispose thereof at her pleasure, to-wit; one cooking stove sofa, bedstead, Bureau, and all other household and kitchen furniture now in her possession at Marysville Ohio.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in Money the sum of $250.00 and in default ~~thereof~~ of such payment for three days execution is allowed to issue therefor, and the right is reserved to the plaintiff to bring action for further alimony at anytime in the future against said defendant;

It is further ordered that the plaintiff pay the costs herein taxed to & within ten days or that execution be allowed to issue therefor.

6047 Joseph Guthrie
vs
C. C. C & St L. R.R. Co et al

This day this cause came on to be heard upon the motion of the defendant (The R Ry Co) to strike the answer and cross petition of O. M. Scott & Bro from the files, and was argued by counsel, and the court being fully advised in the premises sustained the same and ordered said answer & cross petition stricken from files to which ruling the defendant O. M. Scott & Bro then and there excepted, and leave was granted to defendant to file amended answer to amended petition by Jany 18th 1892. And it is further considered that O. M. Scott & Bro, pay all the costs made on said ans & cross-petition

Court then adjourned until Monday January 18th 1892 at 9 O'clock A.M.

2337

6273

of cheat

Monday January 18th AD. 1892

Court convened at 9 o'clock this morning pursuant to adjournment;
Present: Hon John A. Priest, Judge.

2337 Abner D. Elliott ma
John Elliott
vs
James Carter

Now comes the plaintiff herein and on his motion and it appearing to the court that the judgment heretofore rendered in this action to-wit; at the September term A.D. 1878 for the sum of $89.00 with interest and $7.67 defendants cost 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 60 days after the service of this order upon the said defendant.

Tuesday. January 12th AD 1892.

6273 Elma A Wright
vs
Lewis J Wright

This cause came on for hearing upon the petition and evidence; on consideration whereof the court being fully advised in the premises, finds that due and legal notice of the filing and pendency of the petition has been given to the defendant; The Court finds that the plaintiff's residence, marriage and the number of children are as stated in the petition, and that the defendant has been guilty of gross neglect of duty as charged in the petition.

It is therefore adjudged by the Court that the marriage relation heretofore existing between the parties be and the same is hereby dissolved, and set aside, and the custody and guardianship of the said children are given to the plaintiff. And it is ordered that the plaintiff have as her alimony all the household goods and effects of the defendant.

And it is ordered that the plaintiff pay the costs of this suit

6185

Eleanore Tatum }
vs }
Wm J. Harbert et al }

On Motion of the plaintiff and on her producing the return of the Sheriff of the Sale made under the former order of this court; and the court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the former 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 Eleanor Tatum 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 for the protection of her 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 or, owned by others who were made defendants 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 $2375.00 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 $71.^{77}/$_{100}$

and to the defendant- Charles E. Wheaton the amount due him for taxes paid on said property including penalty and interest to-wit; the sum of $116^{10}/$_{100}$

Secondly- The costs of this action taxed at $54^{26}/$_{100}$

Third- To the plaintiff Eleanor Tatum the balance of the said money remaining in his hands to-wit; the sum of $2132^{87}/$_{100}$ to be applied as a credit upon her judgment against the said defendants William J. Harbert, Alvira A. Harbert and Richard Clayton.

And there still remaining due to the said Eleanor Tatum the sum of $252^{41}/$_{100}$, it is considered that she recover the same from the defendants, William J. Harbert, Alvira A. Harbert and Richard Clayton and Execution is awarded therefor.

6249

The Connecticut-Mutual Life Ins Co }
6249 vs }
Lafayette Warbs et al }

On motion of the plaintiff and on it producing the return of the Sheriff of the sale made under the former 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 Drena Warbs by deed according to law, the property so sold; and the purchaser is hereby subrogated to all the rights of the said premises so far as they may be paid herein, and a writ of possession is awarded to put the 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 Union county.

~~proceeds of said s~~ And the court coming now to distribute the proceeds of said sale amounting to $2194.58 it is ordered that the ~~plaintiff~~ 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 $

2nd The costs of this action taxed at $

3rd To the plaintiff the Connecticut Mutual life Insurance company the amount heretofore found due him with interest at 8% per annum to Jany 18th 1892, to-wit; $1610.87

4th To the defendant Laban H. Warbs the balance of the purchase money in his hands, to-wit; $ and there still remaining due to the said Laban H. Warbs the sum of $

Execution is awarded against the said Lafayette Warbs therefor.

Monday January 18th AD 1892

6259 C S Chapman et al Trustees &c vs R N Thompson and S P Thompson administrator

This cause came on for hearing, and by agreement of the parties it was found that there was due plaintiff April 27th 1890 for wheat $29.15 and this is subject to offset of $66.71 for account on Books against Luther Liggett, leaving a ballance of $2.24.44, which with interest to January 19th 1892 is, $2.34.22 which the Court allow as the just Amount due plaintiff from defendant

Therefore the Court consider and adjudge that the plaintiff recover of defendants as administrators said Sum of Two hundred and thirty four and 22/100 Dollars and costs of Suit, no Record, to be Made,

6290 Ida M Speakman vs Harry Speakman

This day, this cause comes on for hearing on the petition of the plaintiff, the defendant being in default for answer and demurrer, and the Court after hearing the evidence finds as follows, to wit,

1st That Notice of the pendancy had been Made by publication in the Senior County Journal, a paper of genuine circulation in the County

2d That said parties were Married as stated in the petition

3 That said defendant has been guilty of Gross Neglect of duty and extreme cruelty as charged in the petition

It is therefore ordered, adjudged, and decreed by the Court that said plaintiff be granted a complete divorce from said defendant, and that she be restored to her Maiden Name of Idaett Daugherty and recover her costs herein taxed to $

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Thereupon Court adjourned to 9 o'clock tomorrow morning

Tuesday January 19th AD 1892

Court convened pursuant to adjournment at 9 o'clock this morning,

6167. John S Schidler, vs The Cleveland, Cincinnati Chicago & St Louis Railway Co

This day this cause came on to be heard upon the motion to strike out of plaintiffs 2d Amended Petition certain matter described and set forth in said Motion, and was argued by counsel, on consideration whereof the Court sustain said Motion, and orders stricken from said petition, said Motion, as asked for in said Motion To which ruling decision and judgment of the court the defendant then and there excepted

5521

6237

6266. Luther Buffington vs Cleveland, Cincinnati Chicago & St Louis Railway Co

This day came this cause to be heard upon the motion of Defendant to have stricken out of plaintiffs petition certain matter described and set forth in said Motion; And the Court being advised in the premises sustain said Motion, and order stricken from the same said matter so set forth; To which Ruling, decision & judgment of the Court the plaintiff excepted

6174 James K Wall et al vs Robert W Thompson et al

This day upon the affidavit and showing of defendants, this cause is continued at their costs; It is therefore considered that defendant pay the costs of this term taxed at $

6068 Alvin Karnes vs James Meyers

This day on motion of the defendant this case is dismissed without prejudice at plaintiffs costs. It is therefore considered that defendant recover the costs herein taxed at $

Tuesday January 19th AD 1897

5521 Mercy M Bland vs Ira Tenner

This cause is continued on the motion and showing of defendant, It is therefore considered that defendant pay the costs of this term taxed at $

6232 Richardson H Thurman vs Samuel H Dolbear 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 and 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 Richardson H Thurman, of the City of Troy, County of Rensselaer and State of New York, by Deed in fee simple the lands and lots, and Tenements so sold, — And a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court find upon evidence that the lot described in the mortgage and proceedings, as part of Lot No. 230. is all of said lot, but subject to 9th street in the village of Maryville in said County, and the sheriff is ordered to so describe said lot No 230. in the deed to the purchaser —

And the court coming on now to distribute the proceeds of said sale; it is ordered that of said proceeds the sheriff make distribution as follows.

First the costs of this action

Second, To the plaintiff the amount heretofore found due with interest to wit, the sum of $. And the Court finds that there is not enough of said proceeds to pay plaintiff's claim there is nothing further to distribute.

Tuesday January 19th AD 1892

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 this Court of Common Pleas for the term of January AD 1892, was begun on the first Monday, the Eleventh, day of January AD 1892 and continued from day to day by regular adjournments, until this 19th day of January AD 1892, and is now adjourned without day.

Signed John A Price Judge

attest R M Crory clerk

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Thursday January 14th 1897 see page 108

6160 Mary Hollaw vs Catharine Mast et al

See page 108. for the date of this entry on Journal.

This day this Cause Came on for hearing on the motion of the plaintiff to confirm the Sale heretofore made herein, upon producing the return of the Sheriff of said Sale, and on examination thereof, the Court find the same regular in all respects and in conformity to the order of the Court

It is therefore considered and ordered by the Court that said Sale be, and the same is hereby confirmed, and the Sheriff is ordered to convey said premises to the purchaser Beverly Depp.

And the Court coming on now to the distribution of the proceeds of said Sale, it is ordered that out of the money in his hands amounting to $619 52 the Sheriff pay. 1st to the Treasurer of this County the taxes due on said premises amounting to $

2d to the Clerk of this court, the costs herein, (including a Counsel fee of $52 17 to D W Ayers) taxed at $-

The distribution of said fund is left for the further order of this Court.

6218

6320

Wednesday January 20th AD 1892

6218 Lydia E. McElwain vs James R McElwain

This day came on this cause to be heard upon the pleadings and testimony, and the arguments of Counsel of the parties Whereupon the Court being fully advised in the premises, do find the Allegations of the plaintiff's petition are true, and that plaintiff is entitled by reason of the premises to a decree of divorce from the defendant and to the custody of their child named in the petition, and that she have reasonable alimony; And therefore it is considered, ordered and decreed by the Court that the marriage contract between the parties be, and the same is hereby dissolved and rendered void, of no longer obligation upon said parties; And the Court further order that said plaintiff have the possession, care, and education of said child, without hinderance or interference of said defendant. and further the Court order and decree that the defendant pay to plaintiff as her reasonable Alimony, in addition to the property and money by her heretofore received the further sum of five hundred dollars, to be paid one half, in thirty days, from this date, and the other half in six months from this date, And further it is ordered by the Court that after the payment of said sums of alimony, the defendant is to be no longer held liable for the support, Education or Mantainance of said child,

And the Court further order and adjudge that each party in this action shall in thirty days, pay their own costs made herein.

Thereupon Defendant gave notice of his intention to appeal to the Circuit Court, on the decree for Alimony, and at his request the Court fix the appeal Bond at $ 200.

6320 James H Robinson adm. with will annexed of Alva Smith vs J A Smith, D R Lombard, H S Findley & W S Finley

This day came the plaintiff by his attorney, also came James S McCampbell 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 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 defendants are justly indebted to said plaintiff in the sum of Nine hundred and ninety three and 55/100. dollars, and also released and waived all exceptions, errors and right of appeal herein, It is therefore considered by the Court that said plaintiff recover from said defendants the said sum of Nine hundred and Ninety three and 55/100 dollars, together with his costs herein expended, taxed at $ 3.85

Wednesday January 20th AD 1892

6321. James W Robinson administrator de Bonis non with the will annexed of Alva Smith Decd, vs W H Williams and John D Williams

This day came the plaintiff by his attorney, also came James McCampbell, 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 issuing and service of process in this action, and with the assent of the answer of the plaintiff confessed that the said defendants are justly indebted to the said plaintiff in the sum of Four hundred and twenty one and 47/100 dollars, and also released and waived all exceptions, errors and right of appeal herein

It is therefore considered by the court that said plaintiff recover from said defendants the said sum of Four-hundred and twenty one and 47/100 dollars, together with his costs taxed at $4 50

6322 J W Robinson admr. &c vs Albert Hanier and Elizabeth Hanier

This day came the plaintiff by his attorney, and also came James M Campbell, an attorney at Law of this court, on behalf of the defendants, and by vertue 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 are justly indebted to said plaintiff in the sum of Two hundred and thirty four and 73/100 dollars, and also released and waived all exceptions, errors and right of appeal herein.

It is therefore considered by the court that the plaintiff recover from said defendants the said sum of Two-hundred and thirty four and 73/100 dollars, together with his costs herein expended, taxed at $4 50 with eight per cent from Jan 20th 1892

6323

Wednesday January 20th 1892.

6323 J W Robinson, admr of Alva Smith dec'd vs Hotchkiss Morgridge and J B Morgridge

This day came the plaintiff by his attorney, and also came James McCampbell, 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 in 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 are justly indebted to the said plaintiff in the sum of One hundred and seventy four and 85/100 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 the said defendants the said sum of One hundred and seventy four and 85/100 dollars together with his costs herein expended taxed at $4 50

6326

Monday February 1st A.D. 1892

Court convened at 10 O'clock to-day pursuant to adjournment, "Present."
His Honor John A. Price, Judge.

Appointment of assistant Pros Atty.

This day it appearing on evidence adduced to the court that Edward W. Porter Esq. Prosecuting attorney of Union county Ohio is disabled by sickness from discharging the duties of his said office the court do appoint John M. Bradrick Assistant Prosecuting attorney for said Union county, Ohio, to serve in said office until said disability of said Prosecuting attorney is removed, Thereupon said John M. Bradrick appeared in open court and accepted said appointment and gave Bond and toole the oath of office as provided by law approved,
John A. Price, Judge.

6326 Bank of Richwood
vs
J. R. Dixon & Benjamine Carter

This day came the Plaintiffs by S. S. Gardiner attorney and filed their petition against said defendants and thereupon came J. E. Griffith an attorney at law of this Court, by virtue of a Warrant of attorney for that purpose, duly executed by said defendants now produced in open Court proven shown to the Court, and filed with the Clerk thereof, appeared in open court in behalf of the said defendants waived the issuing and service of process. Entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the 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 Plaintiff on said indebtedness, the sum of $274.59. 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 Bank of Richwood plaintiffs do recover of the said J. R. Dixon & Benjamine Carter defendants the sum of $274.59 so confessed, as aforesaid, with interest from Feb 1st 1892 at 8% per annum and also costs in 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 released.

63 27 Bank of Richwood
vs
J. R. Dixon J. F. Dixon
& Benjamine Baxter

This day cam the plaintiffs, by their attorney; also appeared in open court, for and on behalf of said defendants, 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 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 $146.44 being the amount of the principal and interest due on said note and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiffs recover of said defendants the sum of $146.44 being the amount of said note with interest computed at 8% per annum from the 30th day of Nov A.D. 1891; and also their costs herein expended, taxed at $

828 The State of Ohio
vs
Henry De C. Richards } Indictment for Blackmailing.

828

This day came the assistant Prosecuting attorney on behalf of the State of Ohio. And thereupon the said defendant coming into court in answer to his recognizance and being arraigned upon said indictment for plea thereto saith he is not guilty, and puts himself upon the country and the Assistant Prosecuting attorney doth the like.

828 The State of Ohio
vs
Henry De C. Richards

This day came the assistant Prosecuting attorney on behalf of the State of Ohio, and the defendant coming into court in answer to his recognizance. Thereupon came a jury as follows;

1 W. J. Barbour	5 Jacob Beem	9 C. L. Evans
2 Frank Norris	6 William Collins	10 J. M. Barnes
3 John Schisler	7 H. W. Perkins	11 C. E. Ballinger &
4 Isaac Shirk	8 Cliff Seely	12 Clarance Farmer

Jury sworn cause stated and evidence introduced and pending the introduction of testimony court adjourned until nine O'clock tommorrow morning.

Tuesday February 2d A.D. 1892.

Court convened at Nine Oclock this Morning pursuant to adjournment.
Present
Hon John A. Price, Judge.

828 The State of Ohio vs Henry De C. Richards } Indictment for Blackmailing.

This day again came the assistant Prosecuting attorney on behalf of the State of Ohio, The defendant and his attorneys being present; also came the jury heretofore impaneled & sworn in this case, and the trial proceeded, and the said jury having heard the evidence adduced, the hour of adjournment having arrived the farther hearing of this case was continued until Nine Oclock tommorrow morning to which time Court adjourned.

Wednesday. February 3d A.D. 1892

Court convened at Nine Oclock this Morning pursuant to adjournment.
Present:
Hon John A. Price, Judge.

828 The State of Ohio vs Henry De C. Richards } Indictment for "Blackmailing."

This day came the assistant Prosecuting attorney on behalf of the State of Ohio, The defendant and his attorneys being present; also came the jury heretofore impaneled and sworn therein, and the trial proceeded, and the jury having heard the evidence adduced, and the hour of adjournment having arrived the farther hearing of this cause was continued until 9 Oclock tommorrow morning, to which time Court adjourned.

The State of Ohio vs Henry D. Gill } Indictment for Burglary & Petit Larceny.

This day came the assistant prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in answer to his Recognizance, and being represented by Counsel, this cause coming on for hearing on the motion and showing of the defendant for a continuance of this cause until the next term of this Court and was argued by Counsel and submitted to the Court, On consideration whereof the do sustain said Motion, and its is considered and ordered by the Court that upon the defendant Entering into a new recognizance in the Sum of $500. with Sufficient Surety to the acceptance of the Clerk of this Court conditioned on his appearance at the next term hereof. Thereupon came the said defendant with J. S. Gill and O. P. Lemot as his Sureties and Entered into a recognizance in open Court in the Sum of $500. conditioned for his appearance on the 1st day of the next term hereof, To-wit: April 4th 1892. to answer said charge, and this cause is Continued. Court then adjourned until 9 Oclock tommorrow morning

Thursday February 4th A.D. 1892.

Court convened at Nine O'clock this Morning.
Present
Hon John A. Price Judge.

828 The State of Ohio
vs
Henry De C Richards } Indictment for Blackmailing.

This day came the assistant Prosecuting attorney on behalf of the State of Ohio, the defendant with his attorneys. Also came the Jury heretofore impanneled and sworn and the said Jury having heard the remaining testimony and the arguments of Counsel in part, the hour of adjournment having arrived this cause was continued until tomorrow Morning at 9 O'clock.

Friday February 5th AD 1892

Court convened at 9 o'clock this morning.
Present
Hon John A. Price Judge. 6329

The State of Ohio.
vs
Henry De C Richards } Indictment for Blackmailing

This day came the Prosecuting Attorney on behalf of the State of Ohio, the defendant with his attorneys also came, the Jury heretofore impanneled and sworn, and the arguments of Counsel were resumed and concluded Thereupon the Court charged the Jury and they retired for deliberation. After due deliberation the said Jury returned the following verdict, as follows.— to wit;

The state of Ohio
vs
Henry De C Richards } Common Pleas
Lenawee County Ohio
No 828. January Term AD 1892
Indictment for Blackmailing

We the Jury in this case, find the defendant Henry De C Richards Not Guilty, in Manner and form as he stands charged in the Indictment

Isaac Shirk Foreman.

Therefore it is considered and adjudged by the court that said defendant be, and he is hereby discharged.

Friday February 5th AD 1892.

6329

John C. Mitchell
vs.
E. Mitchell and
A. E. Mitchell

This day came the plaintiff by his attorney: also appeared in open Court, for and on behalf of said defendants N. T. Hoopes an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for six hundred and thirty-seven dollars and eighty cents. being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises. It is therefore considered that said plaintiff recover of said defendants the sum of Six hundred and thirty-seven dollars and eighty cents, being the amount of said note with interest computed at 8 per cent. per annum from the 4th day of February, 1892: and also -- $ costs herein expended taxed at $- - - -.

The State of Ohio
vs
Frank Alexander

This day came the assistant prosecuting attorney on behalf of the State of Ohio, and the defendant coming into Court in answer to his recognizance taken before the Honorable Leonidas Piper, Probate Judge of this County, and it appearing to the Court that the said defendant had been bound over to answer before the Grand Jury of said County on affidavit before J. H. Kinkade Esq. a Justice of the Peace for Union County, Ohio, and it appearing

to the said Court that said hearing before said Justice of the Peace having occurred after the adjournment of the Grand Jury of the Term, and there not being sufficient time to impanel a new Grand Jury at this term of the Court. It is ordered that said defendant be required to enter into a recognizance in the sum of One hundred dollars for his appearance at the next term of this Court, to wit April 4th 1892, and abide the order and judgment of said Court and not depart from the Court thereafter without leave. Thereupon came the said Frank Alexander in open Court and with J. G. Turner his surety entered into a recognizance in the sum of One hundred dollars to be and appear before the Court at the next term thereof, to wit April 4th 1892, and abide the order and judgment of said Court and not depart from said Court without leave.

6330. James Cutler
vs
George C Welch and
C E A Welch

This day came the plaintiff by his attorney also appeared in open Court, for and on behalf of said defendants R L Woodburn, an attorney at Law of this Court and by virtue of the warrant of attorney annexed to the note attached to the petition in said Cause, shown to have been duly executed by said defendants, entered the appearance of said defendants and waived the issuing and service of process in this action and confessed a judgment on said note against said defendants and in favor of said plaintiff for Three hundred and seventy three dollars and sixty three cents, being the amount of principal and interest due on said note, and for the cost taxed and to be taxed, and released and waived all exceptions and errors and right of appeal in the premises 6242.

It is considered that the plaintiff recover of said defendants the sum of Three hundred and seventy three dollars and sixty three cents, being the amount of said note with interest computed at 8 percent per annum from the 26th day of January A D 1892, and also his costs herein expended and taxed at $4.12

6282 James Meyers
vs
John M Perkins

This day the Court on Motion of Rachel J Perkins, adjudged that she was entitled to fees as a witness in this case, and that the same be paid to her by the Clerk of this Court

Friday, February 5th AD 1892

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

By an order of the Court of the November Term AD 1889. The Committee beg to report on their duties contemplated in that order, to wit;
That they have examined into the Collecting, arranging, indexing and boxing of 13120 cases, of the former adjudications of this Court, ordered by the Court to be so collected, arranged, endorsed &c, and it is by us considered that Robert McCrory, Clerk, should receive for the work so done herein as follows, to wit;

for 4875 Cases, a fee of 20 cents per case —		$975.00
" 4175 Cases " " " 8 " " "		334.00
" 4075 " " " " 4 " " "		163.00
" 20 large Boxes of Miscellaneous papers at $3.00 per box		60.00
" 19 Small " " " " " $1.50		28.50
The sum of Fifteen hundred and sixty & 50/100 dollars		$1560.50

Feby 3d 1893

Respectfully Submitted,
Edward E Cole } Committee,
John M Broderick

It is ordered by the Court that Robert McCrory Clerk of the Court of Common Pleas be paid out of the County Treasury the sum of Fifteen hundred and sixty and 50/100 dollars, said sum being in payment for Collecting, arranging indexing, endorsing and Boxing 13120 Cases, and for 39 boxes, of Miscellaneous papers, of the former adjudications of this Court, ordered by the Court to be so arranged, collected endorsed boxed &c and it is ordered that the Auditor of Union County draw his warrant on the treasurer of Union County in favour of R McCrory Clerk for said sum of $1560.50

John A Price
Judge of Common Pleas

Feby 5th 1892.

Amy E. Mitchell
vs.
6242. Mary E. Lehman 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 deeds duly executed to convey said premises to the purchasers Amy Mitchell and Mary E. Lehman free from the dower of the said Mary E. Lehman. And the said Mary E. Lehman having by her answer elected to receive in lieu of her dower its value in money, the Court find the just and reasonable value thereof to be - $ - - -

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 and penalty due on said premises. Secondly: To the Clerk of the Court the costs of this action including a counsel fee to D. W. Ayers of $127 00. Thirdly: To the said Mary E. Lehman the said sum of $1617 28 as and for her full dower in the said premises. Fourthly: And of the residue of the proceeds of said sale to the plaintiff Amy E. Mitchell 1/4 of the cash proceeds, to wit, the sum of $ - - - and also 1/4 of in notes to be executed by the terms of said sale by said purchasers: To the said Charles E. Lehman 1/4 of the cash proceeds of said sale, to wit, the sum of $ - - and 1/4 of the notes to be executed by the terms of

See Page 134.

Thursday, February 11th AD 1897

Court convened pursuant to adjournment on the 5th of February 1897, with the same officers of the Court as upon said date of adjournment.

For Pay of Assistant Prosecuting attorney.

This day the Court do allow John M Broderick the sum of Fifty Dollars, as his compensation, as Assistant Prosecuting Attorney, during the disability of Edward W Porter, Esq. Prosecuting attorney, by reason of sickness and the Clerk is hereby directed to certify the same to the Commissioners of Union County, Ohio, to be by them allowed and ordered paid out of the funds of said Union County Ohio

Approved Feby 11th 1897

John A Price
Judge —

6291 Watkins Brothers vs George C Welch et al } On motion, time for replying herein is extended to March 15th 1897

John Robinson vs William H Bidwell et al } On Motion to the Court by the plaintiff, and it appearing to the Court that Fay Bidwell is a Minor under 14 years of age. It is ordered that John M Broderick be, and he is appointed "Guardian ad Litem," for said Fay Bidwell, Minor defendant, and thereupon said John M Broderick accepted said appointment.

6267 Fleck & Chapman vs Margaretta E. Burns et al } This day this cause came on for hearing on the demurrer of the plaintiff to the 3-4 & 5" Causes of defense set-off in defendants answer, and the Court after being fully advised in the premise does overrule said demurrer. Thereupon the plaintiff asked and was granted leave to amend his petition herein.

6317

said sale by said purchasers. One-fourth to Bertha Lehman, of the cash proceeds of said sale, to wit: the sum of $--- 9/4 1/4 of the notes to be executed by the terms
6242. of said sale by said purchasers. One-fourth of the cash proceeds of said sale
to John J. Lehman, to wit: the sum of $--- 9/4 1/4 of the notes to be executed by the terms
See Page 133. of said sale by said purchasers. Leave was granted to the plaintiff to file an amend- 6076
ed petition herein and this cause is continued. And the Court orders the 1/3 of said
dower so found as aforesaid of Mary E. Lehman to be paid in money 9/4 the remainder in two
equal annual payments in notes executed by the purchasers secured on said premises by mortgage.

Thursday February 11th AD 1897

6908 John R Tayler admr &c,
vs
William N Murphy et al

This Cause having come to this Court on appeal from the Probate Court of this County, came on for hearing by the Court; whereupon the Court being fully advised in the premises, do find that it is necessary to sell the lands in the petition described to pay the debts of the said William Murphy deceased, and that the allegations of the amended Petition are true, It is therefore, considered, ordered and decreed by the Court that said real Estate be appraised and sold by said administrator to pay said debts of said decedant, and for that purpose the Court appoint George M M Peck, Wm H Robb and Thomas H Brannon appraisers; And the said Administrator is ordered to appraise said lands, and sell said lands in the manner following, to wit; Appraise and sell Lots A & B. in said Petition mentioned together, and lots 123 & 124 in the James E McBride addition be appraised and sold together. And that said lands be sold on the following terms, to wit; One third cash in hand, and one third in one year, and the ballance in two years from the day of sale, with interest from the day of sale. to be secured by Mortgage.

And thereupon, Wm N Murphy, one of the defendants excepts to said order, and gave notice of his intention to appeal to the Circuit Court and the Court fix the appeal Bond at $300.

Bill for Feeding Jury.

Thomas Martin Sheriff of Union County Dr-
To A S Turner for Feeding Jury $9.25
I Cerify the above account to be Correct
Thomas Martin Sheriff.

Feby 11th/97.

Approved and ordered paid
John A Price
Judge

6317 John Robinson
vs
Thomas Jones et al

This Cause is continued with leave to plaintiff to file an amended petition by February 27th 1897

W S Rogers,
6076 vs
Joshua Truitt

Continued with leave to the defendant to file answer by March 10th 1897.

Thursday February 11th 1897

Certificate for Sheriffs Pay

Marysville, Ohio, Feby 11th 1897.
To Hon John A Price Judge
The fourt Charges
for January Term AD 1897, Union County common Pleas
due for Services rendered and are as follows.
Union County Ohio,
To Thomas Martin, Sheriff D V

To serving Grand Jury Venire	4.50
" " Petit " "	4.50
To serving Grand Jury Witnesses	1.50
To Making 15 Copies, Grand Jury Witness	1.50
To 125 Miles Travel, " " "	10.00
To J W Lawrence, Bailiff, 17 days & 2 nights	38.00
" E D Houghton " " " "	38.00
Calling Grand Jury & opening court	2.14
Calling " " Witnesses	1.50
Total	$101.64

I hereby Certify the above bill to be correct,
Thomas Martin Sheriff of
Union County Ohio

To the Clerk of Court, of Union County.
You will make entry of the above
Bill and Certify the same to the County Auditor,
John A Price Judge
of Common Pleas Court

John Robinson
6313. vs
William H Bidwell et al

This day came the parties by their attorneys and this cause came into be heard upon the demurrer of the plaintiff, to answer of the defendant William H Bidwell, On consideration whereof the Court being full advised in the premises sustains said demurrer.

Thereupon this Case came on to be further heard upon the pleadings and the evidence, and was argued by Counsel, and submitted. On Consideration whereof the court finds, that the notes and Mortgage mentioned mentioned in the petition were duly executed by the said William H Bidwell and Ida M Bidwell as in the petition alleged, and that said Mortgage was recorded at the time in said petition set forth; that interest has been paid on said notes to April 13th 1889, and no more, That subsequent to the expiration of said notes and mortgage said Ida M. Bidwell died intestate leaving her husband the said William H Bidwell and the said Fay Bidwell her only heir at law, and legal representative; and that she left no estate other than said land, and no admenistrator was ever appointed for her estate, and that she died at the time in said Petition set forth. 6226

The court further find that at the time of the execution of said notes and mortgage the said William H Bidwell was the owner of 44 29/100 acres, tract of Land

described in said petition, and the said Ida M Bidwell was the owner of the 20 acre tract therein described, and that the consideration for said Notes was secured by the said William H Bidwell, and no part of it by the said Ida M Bidwell — The Court further find that the conditions in said Mortgage deed have been broken, and that by reason thereof the said plaintiff is entitled to have said Mortgage foreclosed.

The Court finds that there is due to the plaintiff upon the notes described in the first Cause of action set up in the petition, including interest to the first day of this term of Court. The sum of $985.60. And that there are two installments of interest due on each of the other two notes, one of which became due April 18th 1890. and the other April 18th 1891. which installments on the first day of this Term of Court. amounted to $292.40. Making the whole amount due and payable to plaintiff upon said notes, on the first day of this term of Court $1278.00 for which sum the plaintiff is entitled to a Judgment against the said William H Bidwell. And which is a lien on all the land described in the petition

It is therefore considered and adjudged by the Court that the plaintiff recover from the said William H Bidwell, the said sum of Twelve hundred and Seventy Eight dollars, with 8% interest from the first day of this Term of Court. and his costs herein expended and Taxed, at $.

It is further considered and decreed by the Court, that unless the said William H Bidwell shall within two days, pay or cause to be paid to the Clerk of this Court the cost of this proceeding, and to the plaintiff the said sum of $1278.00 with interest from the first day of this term of Court, according to the terms of said Mortgage deed, the defendants equity of redemption in said lands be foreclosed, and said premises be sold free of the dower of said Sadie Bidwell. But it appearing to the Court that the said Ida M Bidwell was only security on said notes it is ordered that the said 44 28/100 acre tract in said petition be first sold, and the proceeds of the same exhausted before selling said 20 acre tract, but if the said 44 28/100 acre tract shall be insufficient to pay said Mortgage indebtedness, then that the said 20 acre tract be sold and the proceeds applied to the payment of any ballance that may remain.

And, That an order of sale pursuant to this decree, be issued to the Sheriff of the said County of Union, Commanding him to appraise advertise and sell, said land as upon execution, and bring the proceeds into Court for further order.

And as to the notes not due, and all other matters this Cause is continued for further order.

6276 M Luther Biffington vs C.B.C. & St L Ry Co } Cause settled and Costs paid and no Record. to be made.

Thursday February 11th AD 1897.

5955 Phineas Bell vs Geo W Southbel et al } On Motion an allowance of ten dollars, as compensation to the Guardian ad Litem of Villa Wallace, to be taxed as costs in this case, was made by the Court,

6295 Caleb Marsh vs Levi G Monroe et al } This cause came on for hearing and was argued by the parties, It was found that the defendant L. S. Chapman, had purchased the interest of the plaintiff herein and by agreement of the parties, it was found that there was due said L S Chapman on his answer and cross petition the sum of $3878 73 And that there was due L S Chapman as the assignee of the plaintiff Caleb Marsh the sum of $2034 45 both of which the Court allow as the just amounts due said L S Chapman from the defendant Levi G Monroe

Therefore the Court, consider and adjudge that the said L S Chapman recover of the said defendant, Levi G Monroe said sum of $5913.81 and costs of suit. No Record,

5834, J W Robinson admr &c of alva Smith vs A K M Campbell, D M Campbell & J T M Cullough } This day came the plaintiff by his attorney also came James M Campbell an attorney of 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 now 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 are justly indebted to the said plaintiff in the sum of Two hundred and thirty dollars with 8% interest from Feby 11th 1892, and also waived all exceptions, errors and right of appeal herein,

This therefore considered by the Court that the said plaintiff recover from said defendants the said sum of Two hundred and thirty dollars, Together with his costs herein expended. Taxed at $4 12

5973

6088

Thursday February 11th AD 1892

Mary L Rogers
5973 vs
R W Thompson et al } This day came the parties, and it appearing that part of the premises described in the petition remains unsold, and that it has been twice advertised and offered for sale, but not sold for want of bidders, And it also appearing to the Court that it would be more in the interest of said estate for the Court to fix a valuation at which said premises shall be sold than to order a re-valuation, Therefore it being decreed by the Court for the interest of the parties to this Case, that the Court fix a valuation at which said premises be sold, it is ordered as follows,

That Lot No 37. in the Village of New Dover, Union County Ohio, be sold for not less than $300.

That the premises described in said petition being 148 75/100 acres in said County, and being the 7th Tract described therein shall be sold for not less than $25. per acre.

That the 88 acre Tract described in said petition, being part of the 5th & 8th Tracts, be sold for not less than $30.00 per acre,

That the 11 60/100 acres, be sold for not less than two thirds its present valuation.

And this Cause came on for further hearing on the motion of Tyler Thompson, to correct mistakes made against him in the order of the Court, as to the advancements made to him, and to be deducted from his share of the estate of James Thompson, and the Court being fully advised in the premises does find there was a mistake made in said order in the amount of One hundred and eighty five & 26/100 dollars, in excess of the amount which should have been found against him. It is therefore considered ordered and decreed by the Court that the amount which was found by the Court, and ordered to be treated as advancement to said Tyler Thompson, be reduced in the amount aforesaid, and that the ballance of said amount heretofore decreed against him be the true amount of the advancement made to be taken in the account when distribution of the estate shall be made in this Cause, And this Cause is continued for further order,

George Cook
6088 vs
Mathew Lingrel } This day came the plaintiff and dismissed this cause without prejudice whereupon it is ordered and adjudged by the Court, that the defendant recover of the plaintiff his costs herein expended, taxed at $.

Thursday February. 11th AD 1892

6299 J S Worsham,
vs
Thomas P Shields
Executor of Mary C Shields

This day came the parties to this cause and submitted the same to the court on the petition and answer, and Evidence, whereupon the court being fully advised in the premises do find for favor of the plaintiff, and that the allegations of the petition are true, and that the compromise made and set forth in said petition and answer between plaintiff and defendant is just and equitable, and for the benefit of the Estate of Mary C Shields deceased

Therefore it is considered ordered and decreed by the Court that said Executor of the Will of Mary C Shields be, and he is hereby authorized and directed to assign and transfer to said plaintiff and his assigns the Insurance Policy described in his said petition, upon plaintiff's compliance with said compromise and settlement to wit; That he assign and transfer his interest in said estate to said Executor, and pay him the further sum of Seven hundred dollars, for the benefit of the holders of the notes mentioned in said petition

And it is further ordered and decreed that plaintiff pay the costs of this proceeding taxed to $ before said assignment and transfer be made, to him by said executor,

6301. The Board of Education
of Worthington School District
vs
Robert McCoy et al

This day by consent of the parties hereto this cause is dismissed without record, at the costs of the defendant Robert McCoy. Costs paid,

6265 Jacob Leonard
vs
N. S. Davis

This day the parties herein settled the above case. Costs paid. No record.

6225

6279

6047

6013

Thursday Friday 11th of February AD 1892

6225 Joel Conklin vs Harrison McVey

This day this Cause came on to be heard upon the motion of the plaintiff to set aside the report of the Referee, heretofore made and and filed herein, and was argued by Counsel and submitted to the Court. On consideration whereof, the Court overrules said Motion, and sustains and confirms the finding of and report of of said Referee, finding in favour of said defendant.

And the Court allow as compensation to said John M Broderick Esq the sum of thirty dollars for his services herein.

It is therefore considered, ordered and adjudged, that the defendant recover from the plaintiff, (including a fee of $30.75 to Mabel Cameron, as Stenographer herein), taxed to $.

To all of which rulings and decessions the plaintiff then excepted.

6279 W. C. Fullington vs Ann M Pilcher et al

This day this Cause came on to be heard on the demurrer of plaintiff to the answer and cross petition of the defendant Ann M Pilcher and the court being fully advised in the premises do sustain said demurrer. Therefore leave was granted said defendant to file an Amended answer by March 1st 1892. and Cause continued.

6047 Joseph Guthrie vs Cleveland Cincinnati Chicago & St Ry co

This day this Cause is dismissed by plaintiffs and at his costs. It is therefore considered that plaintiff pay the costs of this action herein taxed, to $.

6017 The Singer Sewing Machine Co, vs John S Cornell et al

This day this Cause came on for hearing before the Court, upon the pleadings, exhibits and testimony in this case, and the Court after hearing the evidence herein adduced, and the arguments of Counsel, do find for the defendants, and dismiss the plaintiff's petition herein; to which Ruling and decession of the Court the plaintiffs gave notice of appeal, and the Court thereupon fixed the bond at $100.

It is therefore considered and adjudged by the Court that the petition of the plaintiff be dismissed, and that the defendants recover of the plaintiff their costs herein, taxed at $.

Thursday, February 11th, A. D. 1892.

5967 Tingley & Wagner
vs.
Lenox Brothers

This day this cause came on for hearing upon the motion of plaintiffs to have the verdict of the Jury rendered in this cause set aside, and a new trial granted to plaintiffs in said case, and the Court being advised in the premises do overrule said motion, to which ruling, judgment and decision the plaintiff then and there excepted. It is therefore considered that the plaintiffs recover of the defendants said sum of one hundred and sixty-eight & 37/100 dollars so found and returned by the Jury in their verdict, and that plaintiff recover of defendants their costs in this behalf expended taxed at $

To all of which judgments, rulings, and decisions the plaintiff then and there and at the time excepted.

Saturday, March 5th AD 1892, In Vacation.

Order of Injunction,

6350 Earnest L Atkinson
vs
Albert Southard,
Alvilda Whitehill
Clemelia Cook &
Sylvester Atkinson.

Before the Probate ~~Court~~ Judge.
Union County Ohio,
January Term AD 1892.
Motion for temporary Injunction in the Common Pleas Court of Union County Ohio

And now on this 5th day of March AD 1892, came the plaintiff by Jesse L Cameron, attorney, and it being made to appear that said action is pending in the Court of Common Pleas, of said County, and that 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 Earnest L Atkinson, 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 proceeding at law against the plaintiff to obtain possession of said land until this action is determined here, and that said Children of said Joseph Southard may be enjoined from interfering with the plaintiff in his possession and enjoyment of said premises as prayed for in said petition of said plaintiff. And it is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed, on said plaintiff giving an undertaking to the said defendant conditioned according to law, with security to be accepted by the Clerk of the Court of Common Pleas in the sum of $100.00

Leonidas Piper Probate Judge

6353 Jennetta L Davis
vs
George D Davis

Before Probate Judge, Union County Ohio,
January Term AD 1892
motion for a temporary injunction in the Court of Common Pleas, Union County Ohio

And now on the 5th day of March AD 1892, Came the plaintiff by W T Hoover her attorney and it being made to appear that said action is pending in the Court of Common Pleas, 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 Jennetta L Davis, and the affidavit therein filed, and after hearing the argument of Counsel, and being fully advised in the premises, it is considered and and ordered that a temporary injunction be, and the same hereby is allowed, in this case to restrain the said defendant, from interfering with the plaintiff in the custody of said children, and from selling or conveying any of the lands mentioned in said petition or from incumbering the same in any way, as prayed for in said petition of plaintiff, and it is further ordered that the Clerk of the Court of Common Pleas, issue summons in this Case, endorsed Injunction allowed without Bond

Leonidas Piper
Probate Judge

Mandate From Court.

No 104,

The Chicago St Louis & Pittsburg Railway Company vs Jonathan Hammond } In Error.

The petition in error, This Cause came on for hearing upon the transcript, Bill of exceptions and the original papers and pleadings from the Court of Common Pleas of Union County, and in

104

The Chicago St Louis, and Pittsburg Railway Company vs Jonathan Hammond

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

To the Honorable Common Pleas, Court 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

The Hon Thomas Beers
Hon John J Moore
Hon Henry W Seney } Presiding Judges,

at Marysville, on the 25th day of February AD 1892, among other proceedings then and there had, by and before said Court, as appears by its Journal were the following,

~~This Cause~~ The Chicago, St Louis, & Pittsburg Railway Co vs Jonathan Hammond

No 104

This Cause came on for hearing upon the petition in error, the Transcript, Bill of Exceptions and the original papers, and pleadings from the Court of Common Pleas of Union County; and was argued by Counsel, on consideration whereof the Court find, there is no error apparent on the Record in said proceedings and Judgment, It is therefore considered by the Court, that the Judgment aforesaid be and the same hereby is 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 upon said Judgment, — To all of which the plaintiff in error then and there excepted,

We therefore 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,

(Seal) Witness my signature as clerk of our said Circuit Court and the seal thereof affixed at Marysville, this 8th day of March AD 1892.

R M Cboy Clerk

Mandate

The State of Ohio, Union County, } Circuit Court, Union County Ohio. To the Honorable Common Pleas Court, 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, began and held before,

Hon. Thomas Beers
Hon John J Moore } Presiding Judges.
Hon Henry H Seeley

at Marysville, on the 25th day of February AD, 1892 among other proceedings then and there had by and before said Court, as appears by its Journal, were the following Viz:

No 106. { J. M. Taylor vs Fluttwood Courtright } In Error.

This cause came on for hearing upon the petition in Error, the Transcript, Bill of Exceptions, and the original papers and pleadings, from the Court of Common Pleas of Union County Ohio, and was argued by counsel; On consideration whereof the Court find there is no error apparent, on the Record in said proceeding and Judgment.

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

It is further ordered that a Special Mandate be sent to the Common Pleas Court of Union County for execution on said Judgment.

To all of which the Plaintiff in Error excepted.

Supreme Court.

John C Montgomery administrator &c
vs
Sarah Montgomery,

Term of January AD 1892
To wit March 8th 1892

Error to the Circuit court of Union County Ohio,

This Cause is hereby dismissed by the Plaintiff in Error.

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, Order Book, No 12, Page 336,

In Witness Whereof, I have hereunto Subscribed My name and affixed the seal of said Supreme Court, this 15th day of March AD 1892

(Seal)

Urban H Hester clerk
Horace M Crow Deputy,

The State of Ohio
City of Columbus

January Term AD 1892,

James Sweeney
vs
William H Crary Treasurer

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 the Court, that the Judgment of the said circuit Court be and the same hereby is affirmed, and it appearing to the court that there were reasonable grounds for 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 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 the seal of said Court this 27th day of March AD 1892

(Seal)

Urban H Hester clerk
Horace M Crow Depy.

March 23d AD 1892,

The State of Ohio
City of Columbus

The 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

James Sweeney

vs

William H Crary Treasurer

into execution, the petition in error, herein, and heretofore granted, to the Contrary notwithstanding.

(Seal) Witness, Urban H Hester Clerk of our said Supreme Court of Ohio, at Columbus this 22d day of March AD 1892

Urban H Hester Clerk

Horace M Crow Deputy

filed & entered this 23d day of March AD 1892

R M Crory clerk

In Vacation,

April 4th 1892, Monday,

6313. John Robinson,
vs
Thomas Jone, et al

The Court not having convened, the plaintiff, dismisses, Thomas Jones, and Miriam Jones from this case, and dismisses his action as to them and pays the costs

Monday April 4th A. D. 1892.

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 April in the year One thousand Eight hundred and Ninety two, held in the court house in the Village of Marysville County and State aforesaid, was begun on Monday the 4th day of April in the year aforesaid.

Present;

Thomas Martin. Sheriff of union County, Ohio
A. B. Swisher Coroner of union County Ohio

Attest. B. McCrory Clerk of the court of Common Pleas ~~of~~ Union County, Ohio
And thereupon the Sheriff adjourned the court until 9 Oclock tommorrow Morning.

Tuesday April 5th A D 1892 6272

Court convened at 9 oclock this Morning pursuant to adjournment the same officers being present as on yesterday, also Hon John A Price - Judge of the court of common pleas of the 10th Judicial District of Ohio

The venire Facias for a grand jury heretofore issued and returnable this day at 10 oclock A M was duly returned by the Sheriff with his indorsement thereon, as follows, to-wit:

On the 7th day of March 1892, 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 indorsed hereon as follows;

1	Simon Rogers	March	11th	1892
2	C. W. McAdow	"	8	"
3	Perry Lemon	"	10	"
4	James M Cochran	"	8	"
5	W. G. Ginn	"	19	"
6	R. P. Holland	"	"	"
7	Lute A. Bonnett	"	"	"
8	John Van Fleet	"	16	"
9	John D. White	"	12	"
10	William Keeler	"	21	"
11	James Biggs	"	"	"
12	L. D. Wright	"	10	"
13	A. J. Ferguson	"	"	"
14	Brailey Sprague	"	"	"
15	Elmer Hall	"	12	"

Thomas Martin Sheriff

6043

6085

And upon calling the same in open court Simon Rogers, C. W. McAdow, Perry Lemon, James M. Cochran, W. G. Ginn, R. P. Holland Lute A. Bonnett, John Van Fleet, John D. White, William Keeler L. D. Wright, A. J. Ferguson, Brailey Sprague & Elmer Hall and the panel being incomplete the same was filled by calling

the first name on the venire of the petit jury. And the panel being full, the court appointed A. J. Ferguson 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 A. J. Ferguson foreman of the grand jury.
2 Simon Rogers
3 O. W. McAdow
4 Perry Lemon
5 James M. Cochran
6 W. L. Linn
7 R. P. Holland
8 Lute A. Bonnett
9 John Van Fleet
10 John D. White
11 William Keeler
12 L. D. Wright
13 Braily Sprague
14 Elmer Neale
and Monroe Amerine.

McCormick Harvesting Co }
6272 vs }
James Moulvaine }

This day this cause came on for hearing and a jury being waived was by the parties submitted to the court upon the pleadings and evidence, on consideration whereof the court find in favor of the plaintiff and that there is due plaintiff from the defendant on the promissory note set up in the petition the sum of $104.33 and interest at 8% from the first day of this term,

It is therefore considered by the court that the plaintiff recover of the defendant the said sum of $104.33 & 8% interest from the first day of this term and costs taxed to $

John L. Adams }
6043 vs }
Emma A. Adams }

Now comes the plaintiff and dismisses this action at his own costs without prejudice to a future action.

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

Orrie Beeno }
6085 vs }
J. M. Horn et al }

Now comes the plaintiff and dismissed this case at his own cost. It is therefore considered that the plaintiff pay the costs herein taxed at $ and execution is awarded.

John N. Eldridge et al }
vs }
Malala F. Dunifer et al } Leave granted plaintiffs to file reply instanter & filed

6275 Elizabeth B. Price
vs
Job Smith et al

On motion of the plaintiff, and on her producing the return of the Sheriff of the Sale made under the order of this court; and the court, on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the 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, Louise Montgomery, by deed, according to law, the property so sold; and the said purchaser it is hereby subrogated to all the rights of the former owner and lienholders in said premises 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 Union County ohio. And the court coming now to distribute the proceeds of said sale amounting to $709.16. 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; $21.24
Second- The costs of this action taxed at $72.97
Third- To the plaintiff, Elizabeth B. Price the amount heretofore found due her with interest to-wit; the sum of $583.35
Fourth- To the defendant Eliza C. Davis the balance of the money remaining in his hands, to-wit; the sum of $31.90

6222 S. H. Foilberry
vs
Mahala Dunfee 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 Thomas Munday by deed according to law, the property so sold, and the purchaser is hereby subrogated to all rights of the said lienholder in said premises. It is further ordered that the clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof. And coming now to distribute the proceeds of said sale amounting to $359.00. It is ordered that the Sheriff out of the monies in his hands pay, 1st 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 amounting to $
3d. To the plaintiff the balance of the proceeds of said sale to apply on his judgment herein. The money not to be to plaintiff until further order of this court.

6351

Abner L. Merrill }
6351 vs }
Phebe Williams et al }

This cause now coming on for hearing on the petition of the plaintiff, the answer and cross petition of the defendants Sumner Robinson, Phebe A. Robinson, Otway C. Robinson and Calvin E. Robinson and the Evidence, the court find that all the defendants have been duly served with summons in this case Except Calvin E. Robinson who has duly entered his appearance herein that the defendants, Phebe Williams, William Williams and Jesse C. Curry Administrator of the estate of Phebe Curry deceased, are in default for answer and demurrer and that the allegations of the petition and answer and cross-petition are thereby confessed by them to be true, also that plaintiff is in default for reply or demurrer to said cross petition and the allegations thereof are confessed by him to be true and that the said Sumner Robinson Phebe A. Robinson, Otway C. Robinson and Calvin E. Robinson are each entitled to One Hundred dollars without interest out of the proceeds of sale and that their lien is prior to that of the plaintiff.

The court further find that there is due the plaintiff from the defendants Phebe Williams, William H. Williams and Jesse C. Curry as administrator as aforesaid on the promissory note and on the contract for attorneys fees set forth in the petition with interest on said notes, to the first day of this term, the sum of $4341.08; and that there is due the plaintiff from the defendants, Phebe Williams and William H. Williams the further sum of $187.96 on the interest coupon note set out in plaintiffs petition under third cause of action, including interest to the first day of this term.

The court further find that demand was duly made upon said Jesse C. Curry as said Administrator for allowance of plaintiffs said claim on said principal note, interest thereon and said attorneys fees, and that indorsement of allowance thereon was refused.

The court further find that in order to secure the payment of said notes and attorney fees, the defendants, Phebe Williams and William H. Williams her husband as well as said Phebe Curry who was the owner of a dower or life estate in the premises described in the petition executed and delivered to Joseph J. Dickinson who duly assigned to plaintiff, their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in Book 28 page 371, of the records of mortgages of Union County Ohio and is a good and valid lien on the premises described in the petition Except the 5 acres to F. M. Sardines and one acre School house grounds, and that the conditions in said mortgage have been broken.

The court further find that said Phebe Curry in her lifetime signed the note sued on by plaintiff, as surety only, and it is ordered by the court that the premises described be first exhausted, and the property of both Phebe Williams and William H. Williams be exhausted before execution against the estate of the said Phebe Curry.

It is therefore ordered by the court that the plaintiff recover from the defendants, Phebe Williams, William H. Williams and Jesse C. Curry

as administrator aforesaid the said sum of $434.02, and from the defendants Phebe Williams and William H. Williams the further sum of $157.98 and from said three defendants, Phebe Williams, William H. Williams and Jesse G. Curry as said administrator his costs herein expended.

And it is further adjudged and decreed that unless said defendants shall this day, 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 April 1892 at 8% upon all expt. $200.00 said attorney fees and 6% interest thereon, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union county Ohio 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 further to the court that it would be for the best interest of all parties interested that said premises be appraised and sold in three separate tracts, and it further appearing that by agreement Andrew J. Morey and his assistants on the 3rd and 4th days of April 1892 surveyed and platted said premises, said survey showing that said premises described by metes and bounds in plaintiffs petition and in plaintiffs Mortgage contains about 46 acres more than there named; Therefore it is ordered by the court that said premises be appraised advertised and sold in the three tracts surveyed, described and platted by said Andrew J. Morey; the survey of the said Andrew J. Morey is confirmed and approved and the fees and expenses incurred in making said surveys descriptions and plat are made a part of the costs in this action and said descriptions and plat are ordered to be made a part of the record of this case.

Order of sale is hereby granted for all the premises described in plaintiffs petition except 5 acres deeded to Francis M. Gardiner by Phebe Williams & Simeona & William H. Williams, and one acre of ground on which is now located a brick school house, and as to said five acre and one acre tracts this case is continued.

6127

5398 W. Worthington vs D. W. Ayers

This day came the parties herein by their attorneys. 6148

also came the following named persons as jurors, to-wit;

Emanuel Wheeler	J. Ho. Norris	Clinton Johnson
C. E. Curry	Frank Breese	James Biggs
L. W. Stiggers	Edward Stillings	John F. Mode
Samuel Crahood	J. C. Schedener	and Elmer Freeman

who were duly impanelled and sworn according to law; Whereupon the case came on for hearing on the pleadings and evidence, and the said jury having heard the evidence, the hour of adjournment having arrived, this cause was continued until tomorrow morning.

Tuesday April 5th AD 1892

6341 John P. Mattison vs Henry Sparks et al

This cause now coming on for hearing on the petition of the plaintiff, the court find that the defendants Henry Sparks and Harriett Sparks have been duly served with summons in this case and that they are in default for answer and demmurrer 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 Henry Sparks on the promissory note set forth in the petition with 8% interest to the first day of this term the sum of $734.54-
The court further find that in order to secure the payment of said note the defendant Henry Sparks and Harriet Sparks his wife executed and delivered to plaintiff their certain mortgage as in the petition described and on the premises therein described that said mortgage was duly recorded in Book 24 page 383 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, that the said Harriett Sparks has released her right of dower in said premises.
It is therefore considered by the court that the plaintiff recover of the defendant Henry Sparks the said sum of $734.54 & 8% interest from the first day of this term and his costs herein expended.
And it is further ordered and decreed that unless the defendant Henry Sparks within five days from the entry of this decree pay or cause to be paid to the clerk of this court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest at 8% 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.

6127 Thomas Newton vs Orrin Hammond — Continued

6148 William Caryl vs Samuel Waddle et al — Continued

Wednesday April 6th A. D. 1892.

Court convened at 8-30 o'clock this morning pursuant to adjournment
Present,
Hon John A. Rice - Judge

6331. Joseph G. Dickinson vs Morris W. Hill et al

This cause now coming on for hearing, was submitted to the court on the pleadings and the evidence, and on consideration thereof the court find that there is due the plaintiff from the defendants Morris W. Hill on the promissory note set forth in the petition with interest to the first day of this term, together with the attorneys prayed for, the total sum of $2831.22 -

The court further find that in order to secure the payment of said note interest and attorneys fee, the defendants Morris W. Hill and Maggie A. Hill his wife executed and delivered to said Joseph G. Dickinson, 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 566 of the records of Mortgages of Union County Ohio and is a good and valid first lien on the premises therein described, and that the conditions in said Mortgage have been broken.

It is therefore adjudged and decreed that unless the defendant Morris W. Hill 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 April 1892 at eight per cent upon $2706.22 and at 6% upon the balance, viz: $125.00 the defendants Equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County Ohio, directing him to appraise advertise and sell said premises as upon Execution, and report his proceedings to this court for further order -

As to plaintiffs prayer for personal judgment against the defendant Morris W. Hill, the court does not pass upon, but leaves open for further order.

6195 John Robinson vs Addison Bidwell

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

John Lee	Frank Breese	Emanuel Wheeler
David Neal	Clinton Johnson	James Biggs
L. W. Stiggers	Samuel Drahood	John F. Moore
J. E. Morris	J. C. Schreiber	Elmer Freeman

who were duly impaneled and sworn according to law and thereupon the case came on for hearing on the pladings and Evidence. The hour of adjournment having arrived, this case was continued until tommorrow morning.

6352

6149

6245

6352 Joseph G. Dickinson
vs
Samuel Wright et al

This cause now coming on for hearing on the petition of the plaintiffs and the evidence the court find that the defendants Samuel Wright, Lucy A. Warberg and the Bank of Richwood and Samuel L. Wright have been duly served with summons in this case and that they are all 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 Wright on the promissory note and interest coupon note set forth in the petition, with interest to the first day of this term the sum of $2261.46. with the additional sum of $100.00 attorneys fee as prayed for in plaintiffs petition.

The court further find that in order to secure the payment of said principal note interest coupon note, interest and attorneys fee the defendant Samuel Wright and Deborah Wright, who was at that time his wife, but since deceased executed and delivered to said Joseph G. Dickinson, the plaintiff, their certain mortgage as in the petition described and on the premises therein described that said mortgage, was duly recorded in Book 24 page 175 of the records 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 further considered by the court that the plaintiff recover of the defendant Samuel Wright the said sum of $2261.46 and his costs herein expended,

And it is further adjudged and decreed that unless the defendant Samuel Wright 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 him as aforesaid, viz; $2261.46 with interest at 8% upon the same, except upon $100.00 of interest thereon from the 4th day of April, 1892. the said 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 George Harris et al
vs
W. L. Davis et al
continued

6245 William H. Davis
vs
N. C. Ellis

This day came the plaintiff and dismissed this case at his costs. It is therefore considered that the plaintiff pay the costs herein taxed at $ and execution is awarded.

5398 W. Worthington
vs
D. W. Myers

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 arguments, 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 defendant.

Samuel Oakwood, Foreman.

6195

6267 Fleck & Chapman
vs
Margaretta E. Burns 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 ~~Sheriff~~ 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 Sheriff convey to purchaser, George E. Fox by deed, according to law the property so sold, and 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 this cause is continued for further hearing on order of distribution of proceeds of said sale.

3140

4145

5043

5249

55447 E. G. Miller
vs
Dolbert Vonderau

Continued

5263

Court then adjourned until 8-30 o clock tommorrow-Morning

5334

Thursday April 7th A. D 1892

Court convened at 8-30 Oclock this morning pursuant to adjournment
Present,
Hon John A Rice. Judge

6195	John Robinson vs Addison Bidwell	

This day again came the parties by their attorneys, also came the jury heretofore impanelled & sworn in this case, and the said jury having heard the evidence adduced in part & the hour of adjournment have arrived the further hearing of this case was continued until 8-30 Oclock tomorrow-morning

3140	James Carter vs Bank of North Lewisburgh	Continued
4145	D. M. Robinson vs P. C. St L. Ruy Co	Continued
5043	Thomas Martin vs A. C. Pierson	Continued
5249	E. E. Cole assignee vs Ruben Frazell	Continued
5263	Roxie P. Rogers vs Roger A. Pinney	Continued
5334	Lorater Clark vs Calvin Felkner	Continued

Court then adjourned until 8-30 Oclock tomorrow-morning

Friday April 8th A.D. 1892.

Court convened at 8-30 o'clock this morning pursuant to adjournment;
Present: Hon John A. Price, Judge.

Report of Grand Jury

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 Simon Rogers	6 B. P. Holland	11 L. D. Wright
2 A. W. McAdow	7 Lewis A. Bonnett	12 A. J. Ferguson
3 Perry Lemot	8 John Van Fleet	13 Bailey Sprague
4 James M. Cochran	9 John D. White	14 Elmer Hall
5 W. L. Linn	10 William Feeder	15 Monroe Ameiine

and presented to the court through their foreman A. J. Ferguson their certain bill of indictment against A. Gilmore Young for Rape and an assault with intent to Rape. also 3 Several certain other bills of indictment against William Noble and Frank Shaver for Petit Larceny. also their certain other bill of indictment against Frank Alexander for Petit Larceny each indorsed, "A True Bill" A. J. Ferguson foreman of the grand jury.

To the Honorable John A Price
Judge of the Court of Common pleas Union Co Ohio

We the Grand Jury of the court of Common pleas of said County, of the April Term 1892 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 over Forty-six witnesses covering Eight cases and presented Five bills and ignored Three cases considered by us. The business has been transacted in as expeditious a manner as possible.

During our session we have visited the county jail and made a complete examination thereof, and find that the rules prescribed by the court for the care thereof and for the government of its inmates, have been carried out and properly enforced, We also find that there is no Stable on the jail grounds, for the use of the Sheriff, and we respectifully recommend that an order issue to the County Commissioners, directing that a Stable be built for that purpose.

Respectifully Submitted,
April 8th 1892. Andrew J. Ferguson, Foreman

6195 John Robinson vs Addison Bedwell

This day again came the parties by their attorneys, also came the jurors heretofore impanneled and sworn in this case, and the said jury having heard the remaining testimony, the hour of adjournment having arrived this cause was continued until tomorrow morning at 8-30 o'clock.

To which time court then adjourned.

Saturday April 9th A. D. 1892

Court convened at 8-30 o'clock this morning pursuant to adjournment.
Present.
Hon John A. Rice, Judge.

5343 Elizabeth J. Stevenson vs Edwd O. Stevenson et al

This cause came on for hearing on the return of the Sheriff of the order of sale issued herein with the report of his proceedings and sale of lands and tenements under said writ and the motion to set aside the same for non payment by the purchaser of the purchase money. On consideration whereof the court find that no part of the purchase money bid on said sales or either of them has been paid.

It is therefore ordered that said several sales each be and the same are hereby set aside and held for naught and it is further ordered, that a new order of sale issue therefor issue and that said lands be offered & sold in parcels as heretofore ordered at the November term 1891 of this court and as therein described and upon the terms following to-wit; One half cash in hand and the balance in two equal payments one in one year and one in two years with interest to be secured by mortgage on the premises. April 6th 1892

6195 John Robinson vs Addison Bidwell

This day again came the parties by their attorneys, also came the jury heretofore impanneled and sworn in this case, and the said jury hearing heard, the argument of counsel, the ~~adjournment~~ hearing arrest this cause was continued until 8-30 o'clock Monday April 11th 1892 to which time court then adjourned.

6298 Anna M Nash vs William Nash

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, after hearing to wit do find for the plaintiff as follows, - to wit; 1st the parties were married on the 27th day of November 1890. - 2d - That due notice of the pendency of this petition had been personally served on the defendant; 3d - that the defendant had been guilty of gross neglect of duty, and extreme cruelty as charged in the petition.

It is thereupon ordered and ~~decreed~~ adjudged by the court that a decree of divorce be entered in favour of the plaintiff herein. And that she be restored to her maiden name, of Anna M Salzgaver, and recover her costs herein expended and taxed to ff

Monday April 11th A.D. 1892

Court convened at 8-30 O'clock this morning pursuant to adjournment
Present.
Hon John A. Price, Judge.

6335

8444 The State of Ohio vs E.J. Evans } Indictment for disturbing a Meeting.

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 E. J. Evans pay a fine of ten dollars and the costs of this prosecution, and Execution is awarded.

6335

6324 Luther Liggett vs Samuel W. Culbertson et al }

This coming on this day for hearing the defendants being in default for answer and demurrer the case was submitted to the court on the pleadings and the evidence, and on consideration thereof the court find for the plaintiff.

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 of the 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. It is therefore ordered, adjudged and decreed that the title and possession of the said Luther Liggett to all and singular the premises described, to-wit; Part of In Lot No 36 in the Village of Marysville Union county Ohio, Beginning at a point in the East Margin of Plum Street 116 feet South from the South East angle of Fourth ~~Street~~ and Plum Streets and corner to lot conveyed by Martha J. Woods & others to Henry Harrington by deed dated May 1883, thence East on the South line of said Harrington Lot to the alley, thence South with the west margin of the alley 45 feet and 4½ inches, thence West to the East Margin of Plum Street, thence North with the east margin of Plum Street 45 and 4½ inches to the beginning be and the same hereby are 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 Luther Liggett his heirs or assigns thereto. The court further orders that the plaintiff pay the costs of this action.

Mary J. McDowell }
6335 vs }
Alva McDowell }

It appearing to the court that the defendant Alva McDowell is a minor under 14 years of age and has been duly and legally served with summons herein on motion of the plaintiff W. T. Hoops is hereby appointed guardian for the suit for the suit for said minor defendant, and now comes the said W. T. Hoops in open court and accepts said appointment.

Mary J. McDowell }
6335 vs }
Alva McDowell }

And now this cause coming on to be heard on the petition and the answer of Alva McDowell by guardian ad litem and the evidence and 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 thereto.

Thereupon the court further find that the plaintiff and defendant hereinafter named are tenants in common in the estate described in the petition; that said Mary J. McDowell as the widow of William B. McDowell is entitled to dower therein, and that subject thereto the defendant Alva McDowell is entitled to all of said estate and that the plaintiff is entitled to have partition made of said premises as prayed for in her 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 J. McDowell; and W. P. Brightler, J. P. Martin and Lyman Zimmerman 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 is entire and cannot be divided by metes and bounds, the dower of Mary J. McDowell as of a third part of the rents issues and profits thereof, and that said estate be appraised subject to said dower.

And it is ordered that a writ 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 ~~ed~~ 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 J. McDowell, and of his proceedings herein the said Sheriff is ordered to make due report.

6311 W. T. Woods et al Admrs
vs
D. T. Hollingsworth

This day this cause came on for hearing on the Motion of defendant to require the plaintiff to strike certain parts of their petition and to separately state and number their causes of action Whereupon the court sustained said Motion as to the 2nd & 4th causes, and overrules the same as to the 1st & 3rd causes, and leave is given plaintiff to file amended petition by Saturday April 16th 1892.

6282 Margaret Cody
vs
Michael Cody

This day came the parties and settled this case and Each party to pay his own costs. No Record.

6195 John Robinson
vs
Addison Bidwell

This day again came the parties by their attys 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 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 the plaintiff from the defendant at the sum of $244.46

Samuel Crahood. Foreman

6312 John Robinson
vs
Thomas Jones et al

This day came this cause on to be heard on the motion of the plaintiff to strike from the files the paper purporting to be an answer and cross petition of defendant and filed April 1st 1892, On consideration whereof the court sustain said motion and said paper is ordered to be stricken from the files.

Court then adjourned until 8-30 o'clock tommorrow morning.

Tuesday April 12th A. D. 1892

Court convened at 8-30 o'clock this morning
Present: Hon John A Price Judge

× The O. S. Kelley Co
6353 vs
G. W. Good et al

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

The State of Ohio
845 vs
S. Gilmore Young
Indictment for Rape

This day came the defendant and with Elliott and Hattie Young as his sureties, and entered into a recognizance before the court in the sum of $1000.00 conditioned for his appearance from day to day to answer to the charge of Rape.

The State of Ohio
846 vs
Frank Oliver
Indictment for Petit Larceny

This day came the defendant and with Louis F. Erb as his surety, entered into recognizance before the court in the sum of $100.00 conditional for his appearance from day to day to answer said charge

The State of Ohio
847 vs
Frank Oliver
Indictment for Petit Larceny

This day came the defendant and with Louis F. Erb as his surety, entered into recognizance before the court in the sum of $100.00 conditional for his appearance from day to day to answer said charges.

The State of Ohio
848 vs
Frank Oliver
Indictment for Petit Larceny

This day came the defendant and with Louis F Erb as his surety entered into recognizance before the court in the sum of $100.00 conditioned for his appearance from day to day to answer said charges

The State of Ohio
846 vs
William Noble
Indictment for Petit Larceny

This day came the defendant with Thomas Philips and A. Boylan as his sureties, entered into a recognizance before the court in the sum of One hundred dollars conditioned for his appearance from day to day to answer said charge.

847 The State of Ohio vs William Noble } Indictment for Petit Larceny

This day came the defendant with Thomas Philips and A. Boylan as his sureties, Entered into recognisance before the Court in the sum of one Hundred dollars conditioned for his appearance from day to day to answer said charge. 5398

848 The State of Ohio vs William Noble } Indictment for Petit Larceny.

This day came the defendant With Thomas Philips and A. Boylan as his sureties, Entered into recognizance before the court in the sum of one Hundred dollars for his appearance from day to day to answer said charge. 6309

6247 Mary A. Powers vs W. T. Woods }

This day came the parties by their attorneys also came the following named persons as jurors. viz;
1 George Pirsol 5 Clinton Johnson 9 John F. Moore
2 Lee E. Berry 6 Samuel Crahood 10 Elmer Freeman
3 J. Re. Norris 7 J. C. Scheiderer 11 John Lee &
4 Frank Bruse 8 James Biggs 12 David Neal who were duly impanneled and sworn according to law. and said jury having heard the evidence, the hour of adjournment having arrived, this case was continued until 8-30 O'clock tommorrow morning. 6247

5521 Mercy M Bland vs Ira Ferrier }

The plaintiff moved the court to continue this case on account of the absence of Miss Wadsworth a Material witness for plaintiff and having made sufficient cause, this case is continued at plaintiff's cost.

Court Adjourned until 8-30 O'clock tommorrow morning.

Wednesday April 13th A. D. 1892

Court convened at 8-30 o'clock this morning pursuant to adjournment.
Present: Hon John A. Rice Judge.

5398 M. Worthington vs D. W. Ayers

This day came on this cause to be further heard on the verdict rendered by the jury for defendant.
Whereupon the court being fully advised in the premises doth confirm said verdict; Whereupon it is considered and adjudged by the court that defendant go hence and recover of the plaintiff his costs herein expended taxed to $

6309 Ann Eliza Smith vs Anson H. Smith

This cause being heard on demurrer by the plaintiff to the first, second & third defenses of the answer, the court on consideration sustains the demurrer to the second defense, and overrules the same as to the first and third defenses of the answer, to which ruling order and decision of the court overruling the demurrer to the said first and third defenses, the plaintiff by her attorneys excepts, and leave granted plaintiff to reply in 10 days ordered as to sustaining demurrer to second defense the defendant excepts

6247 Mary A. Powers vs William T. Wood

This day again came the parties by their attorneys, also came the jury heretofore impanelled and sworn in this case, and the said jury haveing heard the arguments and the charge of the court, retired to their room for deliberation. And now comes 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.

Court then adjourned until 8-30 o'clock tommorow morning.

Thursday April 14th A. D. 1892-

Court convened at 8-30 o'clock this morning pursuant to adjournment.
Present:
Hon John A. Price. Judge

In the matter of the application of
M. W. Hill et al to vacate Hills 2d addition &c

This day this cause came on for hearing on the petition of Morris W. Hill, Maggie A. Hill, Lida Peets, M. Peet, Mary Base, John B. Miller, Sarah E. Love, Hannah Yates, S. S. Gardner, William Bingner, James Malone, Mary J. Moore, Lenna Adams, Jane Lake, Harry T. Wood, Martha Tracy, Minerva Linder, John Fisher and Thomas J. Hill to vacate the whole of Hills First-addition to the village of Richwood and part of Hills Second addition to the village of Richwood in the county of Union Ohio, described as follows: Beginning at the south east-corner of out lot-No 16 formerly owned by Nyles Sabine and north east-corner of lot-No 444 of said Hills Second addition, thence westerly with the south line of said lot-No 16 and the south line of lots owned by Jane Lake W. H. Bonsright and J. Moffitt and being the north line of said Hills 2d addition, to the south west-corner of said Moffitt's lot being the north west-corner of said Hills Second addition, thence southerly with the east-line of the lands of C. D. Sidle and west-line of said Hills Second addition and west-line of said Hills First-addition to the south line of the terminus of Fisher Street and corner to M. W. Hills land, thence Easterly with the south line of Fisher Street and said M. W. Hills land, and north line of lot-No 569, of said Hills first-addition to a point in the north line of said Lot No 569 opposite the south-East corner of Lot No 444 in said Hills Second addition and the west-line of the Alley in said Hills Second addition, thence Northerly with the west line of the said alley to the north East corner of Lot No 396 in said Hills Second addition, thence Westerly with the south line of Hill Street to a point opposite the west line of Fulton Street. Thence northerly crossing said Hill Street and with the west-line of said Fulton Street to the north East-corner of lot No 436 and south line of the alley immediately north of said lot No 436, thence with the south line of said alley westerly to the north East-corner of lot No 477. Thence northerly with the west-line of the alley running north & south crossing Walnut Street to the beginning containing the following lots and streets and all the alleys, to-wit; Lots Nos from 393 to and including No 436 and Lots Nos from 444 to and including Lot-No 567 also all of Wood Street, part of Walnut Street, Part of Hill Street, all of Garden Street, all of South Fulton Street, all of Mill Street and part of Fisher Street and all the alleys within said boundaries. And the court after hearing the evidence does find as follows; That due and legal notice of the pendancy of said application has been given by publication for 4 consecutive Weeks commencing on the 10th day of March 1892 in the Richwood Gazette a paper published and of general circulation in the county of Union, That more than two thirds of the persons owning lots or part of lots in said Hills

6271

6342.

first addition and in said Hills second addition to said Village have made application to have said Hills first addition, and said part of Hills second addition vacated-

It is thereupon ordered, adjudged and decreed by the court that the plat of the whole of said Hills first addition and said part of Hills second addition to the village of Richwood Union county Ohio be and the same hereby is ordered vacated and the same is set aside and said lands restored in the same manner as if the same had never been platted, and that the applicants pay the costs of this proceeding taxed at $

6271 N. M. Baldwin & Bro vs Alfred Davis

This day the plaintiff asked leave of the court to file a petition herein, and the same was granted by consent of the parties hereto.

6342. Smith Summons Peabody & Co. vs Geo E Thompson and Elizabeth Thompson

Tuesday April 5th 1892.

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 the plaintiff in the sum of $129.53 with interest from April 5th 1892

It is therefore considered by the court that the said plaintiff Smith Summons, Peabody and company, recover from the defendants George E Thompson and Elizabeth Thompson the said sum of $129.53 with interest from the 5th day of April 1892, and its costs herein expended, and execution is awarded.

Court then adjourned to meet on Tuesday April 19th 1892. at 9 o'clock a. m.

Tuesday. April 19th A.D. 1892.

Court convened at 9 o'clock this morning pursuant to adjournment
Present. Hon John A. Rice. Judge.

6336

Thomas A. Zegler, John F Barlow
Geo Peter L Zegler
6374 vs
E. R. Davis & R. Davis

This day came the plaintiffs by their attorneys; also came F. J. Arthur 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 in open court, and a copy of which is filed with 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 are justly indebted to the said plaintiffs in the sum of $1124.44; 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 $1124.44 with 8% interest from april 18th 1892. together with his costs herein expended taxed at $. 6061

Alonzo Elliott
6315 vs
Inez Elliott

Now came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein failed to appear, the court find in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by defendant to be true. The court also find that the plaintiff at the time of filing his petition, had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this county of Union and that the parties hereto were married, as in said petition set forth. The court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. 828

It is therefore considered and decreed by the court that the marriage contract heretofore existing between the said Alonzo Elliott and Inez Elliott 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 said plaintiff pay the cost of this proceeding, and execution is awarded.

6336 John Blair
vs
C. H. McCurdy

This day this cause came on for hearing on the motion of plaintiff to dismiss the appeal of defendant from Levi Rosebury justice of the peace of Jackson Township Union county Ohio, on the ground that the transcript from said justice was not filed in this court within 30 days from the rendition of the judgment in the court below, and the court after due examination finds the said motion is well taken and sustains the same.

It is therefore considered by the court that the said appeal be and the same hereby is dismissed at the costs of said defendant, and that the plaintiff recover of defendant his costs herein, and that the clerk of this court certify the said case back to said justice to be by him proceeded in as if no appeal had been taken.

6061 Lorena Graham
vs
Bank of Richwood et al

This day this cause came on for hearing on the demurrer of Bank of Richwood and Nancy Winters to plaintiffs amended petition, was argued by counsel, in consideration whereof the court finds there is no cause of action stated in said amended petition against the Bank of Richwood or Nancy Winters and the court sustains the demurrer of the said Bank of Richwood and Nancy Winters, and leave is granted to plaintiff to amend within 20 days from the rising of the court.

It is thereupon considered by the court that the plaintiff pay the cost so far of this proceeding taxed to $ -

828 The State of Ohio
vs
Henry D. Gill
Indictment for Burglary and Petit Larceny

Now comes the prosecuting attorney on behalf of the State of Ohio, and by leave of the court files his motion for leave to substitute on the files of this court a substantial copy of the original indictment herein for the reason that original indictment has been lost from the files of this court to all of which the defendant then excepted

Union County Ohio vs

To L. T. Henderson and A. B. Swisher for making an autopsy upon the dead body of Mrs Flora A. Orr of Richwood Union County Ohio December 14th 1891. Forty dollars ($40.00

828

The above autopsy was officially made and a report of the same filed with the Clerk of the Court of Union County Ohio

A. B. Swisher M. D
Coroner Union County Ohio

April 19th 1892.

The foregoing bill is approved and ordered paid The Auditor of Union Co will draw his warrant on the Treasurer of said county in favor of said Drs L. T. Henderson and A. B. Swisher for said sum of $40.00

John A. Price
Common Pleas Judge.

828

"Fees of Attorneys in Partition"

It is ordered by the court that the rule regulating attorney fees in partition cases in this court be amended as follows;
It is ordered by the court that the table of fees as hereinafter mentioned be and the same is hereby made a rule of this court, and the Clerk of this court is ordered to tax fees in partition cases in accordance with said table of fees which is as follows;

1st No fee to be less than $25.00

2d If the valuation of the property or proceeds of sale does not exceed $500.00. 5 per cent-

3d On excess above $500. up to $2000. in addition 3. per cent.

4 On excess above $2000. up to $6000. in addition 2 per cent.

5 On excess above $6000. up to $10,000. in addition 1¼ per cent.

6 On excess above $10.000 in addition 1 per cent-

7 In cases where there is an election taken at the appraisement three fourths of the above rates shall be charged

Approved,
John A. Price, Judge

6310 Thomas J. Connor vs James Galloway Jr. } See Page 189-

6307

The State of Ohio }
828 vs } Indictment for Burglary and Petit Larceny.
Henry Gill }

This cause now coming on for hearing on Motion of the Prosecuting Attorney to substitute on the files of this court a substantial copy of the original indictment herein for the reason that said original indictment has been lost from the files of this court, the court on consideration thereof orders a substantial copy thereof to be substituted, to all of which the defendant then excepted.

The State of Ohio }
828 vs } Indictment for Burglary and Petit Larceny.
Henry D. Gill }

This day came the prosecuting attorney on behalf of the State of Ohio the defendant with his attorney being present also; came the following named persons as jurors, viz;

1 Edward Stillings	5 Clinton Johnson	9 John F. Moore
2 Emanuel Wheeler	6 Samuel Brakood	10 Elmer Freeman
3 Jiko. Norris	7 J. C. Schneider	11 John Lee &
4 Frank Breese	8 James Biggs	12 David Neal who

were duly impanneled and sworn according to law and the trial proceeded and the jury having heard the evidence, the hour of adjournment having arrived this cause was continued until 8-30 O'clock tommorow morning

John B Waight,
630 vs
Charles E Hardenstal }

and thereupon Court adjourned.

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CERTIFIED COPY OF JOURNAL ENTRY.

THE STATE OF OHIO,
Union County, ss. } In the Court of Common Pleas.

Moses Thompson, Plaintiff,
against
B V Buffington, Defendant.

April Term, 1894
Journal, Vol. 17 Pages 9-
" " "

Certified Copy of Journal Entry.

No 6510 This day came on this cause on the motion of the plaintiff for leave to file his amended petition. Wherefore the court being fully advised in the premises do sustain said motion and grant leave to file an amended petition and the same is now filed and the question of terms of filing the same as to costs heretofore incurred in this case is reserved for division on the final trial of this cause

Moses Thompson
vs
B V Buffington } April Term - 1894. Monday July 2nd 1894

No 6510 This day came on this cause to be heard on the motion of defendant to strike out the first cause of action, and the motion requires the plaintiff to elect upon which of the two causes of action he will go to trial. Whereupon the court being fully advised in the premises do overrule both of said motions to which ruling of the court the defendant excepts and thereupon leave is given the defendant to answer by the day of 1894

Journal No. ..... *Page* .....

COURT OF COMMON PLEAS.

UNION COUNTY, OHIO.

Certified Copy of Journal Entry.

.....

.....

Plaintiff ,

against

.....

.....

Defendant .

5000 — 25 —
15.00 45 —
2.50 5.
4 | 75.00
18.75
56.25

Published by SIEBERT & LILLEY, Blank Book Manufactu... and Legal Blank Publishers, Opera House, Columbus, O...

Wednesday April 20th A. D. 1892

Court convened at 8-30 o'clock this morning pursuant to adjournment

Present -

Hon John A. Price, Judge.

846

832 The State of Ohio vs Henry D. Gill } Indictment - for Burglary & Petit Larceny.

This day again came the Prosecuting Attorney on behalf of the State of Ohio, the defendant and his attorney being present, also; came the jury heretofore impanneled and sworn in this case, 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 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 Henry D. Gill, guilty in manner and form as he stands charged in the 1st & 2nd counts of indictment, - and we assess the value of the property stolen at $1.00 and the defendant - being brought into court - 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 defendant Henry D. Gill, 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 prosecution, and execution is awarded and the court allowed D. W. Ayers $35.00 as attorney fee for defending the prisoner, Henry D. Gill.

847

849 The State of Ohio vs Frank Alexander } Indictment - for Petit Larceny.

848

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 Frank Alexander pay a fine of five dollars, and the cost of this prosecution, and Execution is awarded.

846 The State of Ohio vs William Noble and Frank Oliver } Indictment for Petit Larceny.

Now comes the prosecuting attorney on behalf of the State of Ohio, and each of the defendants being brought into court in custody of the Sheriff and arraigned upon said indictment, each for plea thereto saith he is "Guilty" - Whereupon after being fully advised in the premises it is ordered and adjudged that the said William Noble and Frank Oliver, each pay a fine of Five dollars and be imprisoned in the gail of Union County for the term of ten days, and that they pay the costs of this prosecution for which Execution is awarded.

847 The State of Ohio vs William Noble & Frank O'Haver } Indictment - for Petit Larceny

Now comes the prosecuting attorney on behalf of the State of Ohio, and each of the defendants being brought into court in custody of the Sheriff and arraigned upon said indictment - for plea thereto saith each, that they are "guilty" - Whereupon after being fully advised in the premises, it is ordered and adjudged by the court that the William Noble and Frank O'Haver each pay a fine of five dollars and be imprisoned in the jail of Union County for the term of ten days and that they pay the costs of this prosecution, for which Execution is awarded. It is further ordered by the court that sentence in No 847 take Effect on Expiration of sentence in No 846.

848 The State of Ohio vs William Noble & Frank O'Haver } Indictment for Petit Larceny.

Now comes the Prosecuting attorney on behalf of the State of Ohio, and each of the defendants being brought into court in custody of the Sheriff and arraigned upon said indictment - for plea thereto, each saith he is "Guilty" - Whereupon after being fully advised in the premises, it is ordered and adjudged by the court that the said William Noble and Frank O'Haver; each pay a fine of $5.00 and be imprisoned in the jail of Union County for the term of ten days, and that they pay the cost of this prosecution, for which Execution is awarded -

It is further ordered by the court that the sentence in No 848 take Effect on the Expiration of sentence in No 847.

6267 Fleck & Chapman
vs
Margaretta E. Burns et al

This cause now coming on for hearing on the motion of George E. Fox to fix the priority of liens distribution of the proceeds of sale heretofore had in this action and to apportion the costs as between said Fleck & Chapman and said George Fox, the court on consideration thereof and being fully advised in the premises, finds that the said George E. Fox had by virtue of his lien for purchase money, the first and best lien on the premises described in the petition, and is therefore entitled as against all other liens to be first paid from the said proceeds of sale; The court further finds and orders, that as between said Fleck & Chapman and said George Fox, said George E. Fox be charged with the costs arising on his foreclosure and judgment only, and that the costs arising on said motion be charged to said Fleck & Chapman, and that said proceeds of sale are insufficient to satisfy the claim of said George E. Fox. 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, ohio the taxes penalty and interest against said property to-wit; the sum of $

6348

6052

Second. The costs of this action so as aforesaid charged to said George E. Fox taxed at $

Third. To the said George E Fox the balance of the proceeds of said sale remaining in his hands to-wit; the sum of $

6286 John M McElroy
vs
J. F. McElroy et al

This day came the parties and settled this cause at the plaintiffs cost. It is therefore ordered and adjudged by the court that the plaintiff pay the cost of this action taxed at $ and execution is awarded,

6348 The Springfield Engine and Thresher Company vs Charles Harrison et al

This day this cause came on to be heard upon the petition of plaintiff and the evidence introduced by him, the court find that service of summons was not made upon the said Joshua H. Harrison, but find that the said Charles Harrison was duly and legally served with process, and the said Charles Harrison being in default for answer or demurrer to plaintiffs petition, and the court being duly advised in the premises do find that there is due to the plaintiff from said defendant Charles Harrison, as the plaintiff hath alleged in his petition the sum of $318.18-

It is therefore considered by the court that the said plaintiff recover of the said Charles Harrison said sum of $318.18 said sum to draw interest at 8% from the 1st day of May 1892. and the plaintiff recover of the said Charles Harrison its costs taxed at $.

6052 James L. Jolliff Admr vs Richard Haskins et al

This cause now coming on to be heard on the motion of James L. Jolliff administrator of the Estate of Henry C. Haskins deceased, plaintiff of his proceedings and sale under the order of this court, the court after having carefully examined said return being satisfied said sale has in all respects been legally made, does hereby approve and confirm the same and order that that the said James L. Jolliff as such administrator make to the purchaser good and sufficient deeds for the premises so sold to them as follows.

To Richard Mansfield for said Lot No 127 and part of lot No 140

To J. N. Pierce for lot No 128

To Leroy Scott for the two acre tract of land, and as to the distribution of the proceeds of said sale same is held for further order.

6352 John B. Wright }
vs }
Charles E. Harden et al }

This cause coming on for hearing on the petition of the plaintiff, the answer and cross petition of W. N. Harden, the answer and cross petition of Susan Merritt, the answer and cross petition of John Markey and the answer and cross petition of Cora and Almira Blue by their guardian D. A. White and the evidence, and the court find that the defendant Charles E. Harden has been duly notified & served with notice of the pendency and prayer of the petition herein by publication and proof of publication being offered, is found in all respects regular and according to law, and is hereby approved and that he is in default for answer and demmurer, and that the allegations of the petition are thereby confessed by him to be true; 5973

The court further find that the defendants Joseph L. Baldwin and James B. Graham have waived summons and entered their 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 the cause was submitted to the court on the petition of the plaintiff the answer and cross petition of Wm N. Harden and the answer and cross-petition of the defendants Cora and Almira Blue by their guardian D. A. White and the evidence, and on consideration thereof the court find on the issues joined that the defendants Charles E. Harden is in default for answer and demmurer and that the allegations in said pleadings are thereby confessed by him to be true and that the said defendants Cora Blue and Almira Blue each own in fee simple the undivided one sixth part of the undivided one half of the premises described in the petition and that the mortgage set off and described in the petition is a good and valid lien on the undivided five sixths of said premises, that being the interest of said Charles E. Harden when set forth in the petition was executed. 5973

The court further find that there is due to the plaintiff from the defendant Charles E. Harden on the promissory notes set forth in the petition with interest to the 19th day of April the date of this decree the sum of Two hundred and four & 63/100 dollars and that said notes were duly assigned to plaintiff and that he is the legal holder of the same.

The court further find that in order to secure the payment of said notes the defendant Charles E. Harden executed and delivered to Joseph L. Baldwin who assigned the two notes described in the petion secured thereby to the plaintiff his certain mortgage as in the petition described and on the premises therein described that said mortgage was duly recorded in Vol page of the records of mortgages of Union County, Ohio and is a good and valid lien on the undivided five sixths part of 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 $204.63 with interest from April 19th/92 and his costs herein expended.

And it is further adjudged and decreed that unless the defendant Charles E. Warden 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 with the interest from April 19th 1892 the defendants equity of redemption be foreclosed and the undivided five fifths of 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. And it is further ordered, on motion that the case No 6229 be consolidated with this case under the No 6302.

5973 Mary L Rogers vs Robert W Thompson

Now comes on this Cause to to be heard on the Answer & Cross petition of Nelson P Thompson, whereupon the Court being fully advised in the premises do find the allegations of said answer & cross petition to be True, and that there is due to the said Nelson P Thompson, from George E Thompson, on the judgment in said Cross petition described the sum of Two hundred and Twenty Eight dollars, with 8% interest from April 20th 1897, and Eleven and 80/100 Dollars Costs, in all, $239.80 which was a lien on the lands of the said George E Thompson

Therefore it is considered and ordered by the Court, that out of the proceeds of said lands of the interest of George E Thompson, there be paid to Nelson P Thompson the sum of $239.80 with 8% from April 20th 1897 in satisfaction of said Judgment and Costs,

5973 Mary L Rogers vs Robert W Thompson et al

Now comes on this Cause to be heard upon the answer & cross petition of Nelson P Thompson one of the defendants against Wray T Thompson. Whereupon the Court being fully advised in the premises do find the allegations of the said answer and cross petition to be true, and that there is due to the said Nelson P Thompson on the judgment in said answer and cross petition described the sum of Sixty eight and 13/100 dollars with 6% interest from February 23d 1891. which was a lien on said land of Wray T Thompson from February 7th 1891 — Therefore it is considered and ordered by the Court, that out of the proceeds of said lands of Wray T Thompson there be paid to Nelson P Thompson the sum of $68.13 with 6% per cent interest from February 23d 1891 in satisfaction of said Judgment,

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 Jeannette L. Davis and George D. Davis 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 confided to the said Jeannette L. Davis exclusively and the said George D. Davis is hereby enjoined from interfering in any manner with either of said children or with the said Jeannette L. Davis in her custody of them. 6357

It is further ordered and adjudged that the said plaintiff Jeannette L. Davis have and possess and for alimony the following described real estate towit: One house and lot in Byhalia, Union County, Ohio, bounded and described as follows: Commencing in the center of the Marysville and Kenton pike and fifty feet south of a lot sold to the friends consisting of one acre: thence east 16° N. one hundred and eighty-five (185) feet to a stake: thence south parallel with the Marysville and Kenton pike fifty (50) feet to a stake: thence westward parallel with the first line one hundred and eighty-five (185) feet to the center of the Marysville and Kenton pike: thence north along said road fifty (50) feet to the place of beginning containing one-fourth of an acre more or less. 6312

And the said defendant George D. Davis is hereby ordered to convey said premises and the improvements thereon, and all the appurtenances thereto appertaining and belonging to said plaintiff Jeannette L. Davis her heirs and assigns forever by a good and sufficient deed in fee-simple free from any right or claim of said defendant to any estate by courtesy, or dower or otherwise therein. And it is further ordered that upon the failure of said defendant to execute said conveyance within five days from the entry hereof that this decree shall operate as such conveyance and in that case it is ordered that the Clerk cause so much of this decree to be recorded in the office of the Recorder of this County as will show such change of title. 6366

And it is further ordered and adjudged that said plaintiff do also have possess and enjoy, as and for alimony the following personal property, towit: all her wearing apparel, and also the household and kitchen furniture now in the possession of said plaintiff and situate in the premises above described. 5859

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of two hundred (200) dollars, and in default of any such payment for ten days execution is allowed to issue therefor.

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

See Page 188 for beginning of Entry.

Tuesday, May 3d A.D. 1892

Court convened at 9 o'clock this morning pursuant to adjournment.
Present,
Hon John A. Rice Judge.

Chas Johnson }
6357 vs }
Wm M. Carlisle }

This day this cause came on to be heard upon the motion of defendant to make the firm of Carlisle & Talmage and M. Burr Talmage parties defendants herein and was argued by counsel, whereupon the court after careful consideration thereof and being fully advised in the premises does overrule the said motion and refuses to make any order bringing in the said parties named in the said motions as defendants or permitting them to come in as such under said motions, To which rulings judgment and decision of said court said defendants then and there excepted.

John Robinson }
6312 vs }
Thomas Jones et al }

This day came this cause on to be heard upon the demurrer of the defendant to the amended petition and was argued and submitted.

Consideration whereof the court being fully advised in the premises does overrule said demurrer, To which ruling the defendant excepted.

Young Busser }
6366 vs }
W. T. Busser et al }

This cause being submitted to the court on the filed by defendant, Whereupon the court sustains said motions and this cause is continued with leave to defendants to file answer in thirty days.

Ann Eliza Smith }
5859 vs }
Anson H. Smith }

This day come the parties and the plaintiff asked and obtained leave of the court to dismiss her motion filed herein on April 16th 1892 without prejudice. It is therefore adjudged by the court that the plaintiffs said motion be dismissed at her costs without prejudice.

It is adjudged by the court that the defendant recover of the plaintiff his costs made on said motion and that the plaintiff pay her own costs.

The State of Ohio
vs
S. Gilmore Young } Indictment for Rape

6267

It being necessary to continue this case to the next term of this court, it is ordered that the said defendant do forthwith enter into a new recognizance in the amount of the present one for his appearance at the next term of this court to answer the charge against him; and in default thereof that he be committed to the jail of the county.

Thereupon came the defendant and with Elliott Young and Hattie Young as his sureties entered into recognizance before the court in the sum of One Thousand dollars conditioned for his appearance at the September term of this court to answer said charge.

Hiram Inskeep
vs
French Inskeep et al } 6359

This day R. L. Woodburn was appointed Guardian Ad litum for French Inskeep a minor defendant in this case. And thereupon said R. L. Woodburn appeared in open court and accepted said appointment.

Hiram Inskeep
vs
French Inskeep et al } 6359

This day this cause come on to be heard upon the petition of plaintiff and the answer of French Inskeep a minor by his Guardian ad litum, and the court being fully advise in the premises find that due and legal notice and service has been made upon all the defendants of the demand of said petition, and the court find that the said Hiram Inskeep has a legal right to and is seized in fee simple of one undived one half part of the premises described in plaintiffs petition and that the said French Inskeep is tennant in common with plaintiff in said premises also owining in fee simple one undivided one half part thereof. It is therefore ordered that a Writ of Partition issue to the Sheriff of said County of Union commanding him that by the oaths of A. S. Mowry Samuel Waddle and William S. Carryl partition of said land be made in the following proportions, to-wit; To the said Hiram Inskeep one Equal half part and to said French Inskeep one Equal half part, this one half part of said French Inskeep is subject to the dower estate of the said Zetta Inskeep. It is further ordered that the Sheriff return his proceedings in the premises forthwith.

Court then adjourned until 8-30 o'clock tommorrow morning.

Wednesday May 4th A.D. 1892

Court convened at 8-30 o'clock this morning pursuant to adjournment,
Present: Hon John A. Price, Judge.

6267 Fleck & Chapman
vs
Margaretta E. Burns

This day this cause came on for hearing upon the demurrer of Plaintiffs, Fleck & Chapman to the 3rd 4th & 5th causes of defense in the answer of Margaretta E. Burns, and the court being fully advised in the premises do sustain said Demurrer to said 3rd & 4th cause of defense and overrule the same as to said 5th cause of defense.

Marysville, Ohio May 4th 1892

To Hon. John A. Price Judge,

The Court charges for the April Term, A.D. 1892, 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 52	5.20
To Making 52 Copies "	5.20
To 685 Miles traveled, Grand Jury witnesses	54.80
To Thos A. Martin Special Baliff 18 days 1 night	38.00
To J. W. Lawrence " " 18 " 1 "	38.00
" Calling 52 witnesses before Grand jury	2.60
" Grand jury	10
Opening court 18 days	2.16
Total	$155.06

I hereby certify the above bill to be correct.
Thomas Martin 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
Com Pleas Court

Union County
To Thomas Martin Sheriff - Dr
To Services of Dr Mills in Examination of Henry D. Gill by order of Court Dr Mills fee $10.00 Conveying Gill to Court & livery in conveying Dr Mills 6.50 Sheriffs fee 7.00 Total $23.50
Thomas Martin Sheriff
May 4th 1892 Approved & ordered paid.
John A. Price
Judge

Wednesday May 4th 1892.

Union County Ohio
To Mrs D. F. McKittrick Dr

Feb 1892	Jany Term	for board of Jurymen	$9.00
April "	April "	" " "	8.50
" "	" "	" " "	8.50
		Total	$26.00

Thos Martin, Sheriff

May 4th 1892
Approved and ordered paid.
John A. Price
Judge.

6174

6312 John Robinson
vs
Thomas Jones et al

This cause was this day heard on the motion of Thomas Jones to be made a party with leave to answer. On consideration whereof the court overrule said motion to which ruling said Thomas Jones excepts.
Thereupon the defendant- Charles M and Albert N. Jones asked and had leave to file answer herein with in 10 days from this date May 4th 1892.

6195- John Robinson
vs
Addison Bidwell

The jury in this case having on a former day of this term of court - rendered a verdict - for the plaintiff. and this cause now coming on the motion of the defendant - for a new trial. the court on consideration whereof overrules the same.
It is therefore considered by the court that the plaintiff recover of the defendant the said sum of $244.45. with eight - per cent interest - from ~~this~~ 4th day of May 1892 and his costs herein expended taxed to $ -
To which ruling and judgment the defendants except.

5772 John Eldridge et al
vs
Mahala Dunfee et al

By agreement of parties the court order this case to be and the same is hereby consolidated with the case of S. H. Kilbury vs. Mahala Dunfee et al No 6222 to be hereafter known as No 6222.

Wednesday May 4th AD 1897

James H Wall and
Almira L Wall
vs
Robert W Thompson and
Josephene M Thompson his wife

6174

Vendors Lien

This day this cause came on to be heard upon the issues joined between the parties, and the evidence offered by both parties, and was argued by counsel, and the Court being fully advised do find that the Equities of the case are with the plaintiffs, and that there is due to the plaintiffs from the defendant Robert W Thompson the sum of three hundred and forty eight and 29/100 Dollars, ($348.29) It is therefore considered that the plaintiff recover of the said Robert W Thompson said sum of $348.29, with interest from May 6th 1897, and also their costs herein taxed at $-

And the Court find that the said sum is a Ballance of unpaid purchase Money upon said In lot No. 81, on which the Brick Block stands, on South Main Street in Marysville, in said County of Union. Said lot having frontage on Main Street of 79½ feet more or less, and more particularly described in the deed from James Wall and Almira L Wall to Robert W Thompson, and recorded in Vol 67, Page 416, in Union County Record of Deeds, and that the plaintiff have a Vendor's lien on said property for said ballance of purchase money. And the Court find that a Mortgage executed by said Robert W Thompson and Josephene M Thompson to Joseph Rogers on March 3d 1891 for $2500, is a better lien ~~and~~ prior to and prefered to plaintiffs Vendors lien, and that plaintiff's Vendors lien is the next best lien on said premises, and that plaintiffs are entitled to have said premises sold for the payment and satisfaction of their said Vendors lien, and to that end and for that purpose the court order and decree that the deed which was executed on the 3d day of March 1891 for said "In lot" No 81," by Robert W Thompson to his said Wife Josephene M Thompson be, and the same is hereby set aside and held for naught, as against said Vendors lien.. The Court find that the tools and Machinery described in the Second Cause of action, belong to plaintiffs.

It is therefore ordered, adjudged and decreed that unless the said Robert W Thompson shall within three days from the entry of this decree, pay to the said plaintiffs or their attorneys the said sum of $348.29 with interest from the 6th day of May 1897, and to the Clerk of this Court the costs of this proceeding, said premises shall be sold as upon execution, and an order of sale shall issue therefor to the Sheriff of said County of Union, and said Sheriff is ordered to bring the proceeds of said sale into Court for further order in the premises:

And Thereupon the said Robert W Thompson and Josephene M Thompson each gave notice of their intention to appeal this Case to the Circuit Court and the Court fix the Amount of the appeal bond for each, in the sum of $200.

Wednesday May 4th AD 1892,

In the Matter of the appointment of a Board of Visitors for Charitable and Corrective Institutions

It appearing to the Court that it is his duty under authority of Sections 7916-600. 7916-602 7916-602a Revised Statutes of Ohio to appoint a board of visitors for the inspection of all charitable and corrective institutions Supported by the County, It is ordered that the following named persons constitute said board, and they are hereby appointed to that position to wit;

1 year } Mrs James S McCampbell, and
Dr. John M Lisle, who shall serve for one year,

2 years } Miss Mattie Cassil, and
William H Corkright - who shall serve for Two Years,

3 years } Mrs Alice Shuler and
Joseph P Martin who shall serve for Three years,

5973.

6222.

6356 C B Gartner
vs
J H Worfelman et al

This day in motion of defendants the plaintiff is ruled and required to secure the costs made, and to be made in this action, in Sixty days from the 4th day of May 1892, he plaintiff being a non-resident of said county of Huron.

6356 C B Gartner,
vs
J H Worfelman et al

This day this cause came on to be heard upon the demurrer of defendants to the petition of plaintiff, and the Court being fully advised in the premises do sustain said demurrer, and thereupon plaintiff asked and obtained leave to amend his petition in thirty days from May 5th 1892 and in said amendment plaintiff has leave to make new parties to said action,

Wednesday May 4th AD 1892

Mary L Rogers
5973. vs
R H Thompson et al

This day this cause came on to be heard on the motion of Elizabeth Thompson, one of the defendants and wife of James Thompson deceased, on partition distribution of the proceeds of Sale of lands of said James Thompson deceased, and the Court being fully advised in the facts, order the Sheriff of Union County to pay said Elizabeth Thompson $500.00 out of her dower interest in said Estate, to be in lieu of a homestead, it appearing to the Court that she is entitled to hold said five hundred dollars selected by her exempt from execution

S. H. Kilbery
6222. vs
Mahala Dunfee et al

This day came the parties by their attorneys, and this Case having heretofore been consolidated with the case of John Eldridge et al, vs Mahala Dunfee et al, No 5772; The two cases thus consolidated, came on to be heard upon the pleadings of the parties and the evidence and was argued by counsel and submitted;

On Consideration whereof, the Court find that the petition of S H Kilbery was filed by him, and his action prosecuted without knowledge of the proceedings in Case No 5772. and that the plaintiff in said Case No 5772 had no knowledge of the proceedings of said S H Kilbery in this Case until after the Sale was made in the same. The court further find from the evidence that said S H Kilbery bought and paid for the four notes set up in his petition and that the mortgage of said Elizabeth Foulk was legally assigned to him as alleged in his petition and that his claim is prior to that of the said John N Eldrige and Charles C Higgins and John E McIntosh who are plaintiffs in said case No 5772, and the Court find that the judgment heretofore rendered in favour of said S H Kilbery upon the notes set up in his petition is the first and prior lien on the premises described therein, and should be first paid out of the proceeds of said premises

The Court further find that the mortgage set up by the said John N Eldrige et al, in their petition, in case No 5772, was executed, delivered and recorded as therein stated, and to secure the sum therein named and that the said John N Eldrige, Charles C Higgins and John E McIntosh by reason of their said Mortgage have the second lien on the said premises to the amount of the claim set up in their said petition,

And The Court find that the amount now due from said Mahala Dunfee and W J Dunfee, to said John N Eldrege, Charles C Higgins and John E McIntosh, and secured by their mortgage is $ 792 00

The Court find that the said John N. Eldrige, Charles C Higgins and John E McIntosh not having been parties to the suit in which the said premises were sold, are entitled to have an order of Sale as upon foreclosure of their said Mortgage. It is therefore considered and adjudged by the Court, that unless the said Mahala Dunfee and W J Dunfee shall within three days, from this date (May 4th 1892) pay to the said John

Wednesday May 4th AD 1892.

N Eldrige, Charles C Higgins and John E McIntosh the said sum of $797.00 so as aforesaid found due them there that an order of sale issue in their favor to the Sheriff of said County of Union commanding him to appraise advertise and sell said premises in said Mortgage described, and that he bring the proceeds of said sale into Court to await the further order hereof, as to final distribution,

6310.

6335 Mary J McDowell vs Alva McDowell.

On motion to the Court by the plaintiff and 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

It is therefore ordered and decreed that the said Mary J McDowell, have and possess the lands so assigned to her as and for her reasonable dower in said premises, and the other said party, Alva McDowell, hold in severalty the part part and premises so set off and assigned to her,

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 this action, including a counsel fee of $187.50 to D H Ayes, attorney for services herein, taxed to $, be paid by the said parties in the following proportion, to wit; One third of said costs and expenses to Mary J McDowell, and two thirds to Alva McDowell, and in default thereof for ten days, that execution issue therefor,

6353 Jeannetta D. Davis vs George D. Davis

See Page 180.

Now comes the plaintiff, and the defendant duly served with summons and a copy of the petition herein, and having failed to appear, the Court find George D. Davis defendant in default for answer and demurrer to said petition and find that the allegations thereof are confessed by said defendant 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 and was at the time a bona-fide resident of the said County of Union; that the cause complained of took place in said County of Union and that the said 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 habitual drunkenness for three years last past and that by reason thereof

Continued on Page 180

Tuesday April 19th A D 1892.

Thomas J Connor.

6310. vs

James Galloway, Jr, the unknown heirs of James Galloway, Jr,
Martha Galloway, & " unknown heirs of Martha Galloway
David Colver, & the unknown heirs of David Colver
Catharine Colver & the unknown heirs of Catharine Colver,
David Clover, & the unknown heirs of David Clover,
Catherine Clover & the unknown heirs of Catherine Clover,
Samuel Rice & the unknown heirs of Samuel Rice,
Lucy Rice & the unknown heirs of Lucy Rice,
Douglas Farnam, & the unknown heirs of Douglas Farnam
Catharine Colver & the unknown heirs of Catharine Colver,
Susan Farnam & the unknown heirs of Susan Farnam,
Sally Rice & the unknown heirs of Sally Rice,
Rice . husband of Sally Rice, name unknown,
Nicholas Hathaway & the unknown heirs of Nicholas Hathaway,
Elizabeth Hathaway & the unknow heirs of Elizabeth Hathaway,
Elnathan Hathaway & the unknown heirs of Elnathan Hathaway,
Leonora Hathaway & the unknown heirs of Leonora Hathaway,
William R P Hathaway & the unknown heirs of Wm R P Hathaway,
James Reed, & the unknown heirs of James Reed,
Ebenezer P Hathaway & the unknown heirs of Ebenezer P Hathaway,
Anna Gillespie & the unknown heirs of Anna Gillespie
Moses P Rice,
Samuel Reed & the unknow heirs of Samuel Reed
Mary Ann Hathaway — David Watson,
N. P. Wiles & the unknown heirs of N P Wiles,
Juliette B Wiles & the unknown heirs of Juliette B Wiles,
John A McCreight, & the unknown heirs of John A McCreight,
Elnathan Hathaway and the unknown heirs of Elnathan Hathaway
James H Gillespie, Ann H Gillespie, Ann H Tibbals, Solomon C Hathaway
Mrs Hathaway wife of Solomon C. Hathaway, whose given name is unknown
John Connor & the unknown heirs of John Connor,
John P Connor, Eliza J Boylan,
Maggie Connor, wife of John P Connor,
Aaron Boylan Husband of Elizabeth Boylan,
Joshua Pathers, & the unknown heirs of Joshua Pathers,
Mrs Pathers wife of Joshua Pathers, whose given name is unknown,
The unknown heirs of Mrs Joshua Pathers,
David Culver, the unknown heirs of David Culver,
Katharine Culver, the unknown heirs of Catharine Culver,
David Comer, the unknown heirs of David Comer,
Sally Comer the unknown heirs of Sally Comer,
Mary Comer, the unknown heirs of Mary Comer,
Samuel Bear Comer, the unknown heirs of Samuel Bear Comer,
Eliza Connor the unknown heirs of Eliza Connor,
Rachel Connor the unknown heirs of Rachel Connor,
Jason D Taylor, the unknown heirs of Jason D Taylor,
Mary Taylor the unknown heirs of Mary Taylor,

Samuel B Corner, The unknown heirs of Samuel B Corner,
Ralph Cherry The unknown heirs of Ralph Cherry
Sally Cherry The unknown heirs of Sally Cherry
Meira L Reed, Crawford Reed, and E Henderson.
D.W. Henderson, Hellen Howard, Nathan Howard,
Martha Hathaway, Benjamin Hathaway Elias Hathaway
Mary Ann Hathaway, and Mary Ann Hathaway, widow of Ebenezer P Hathaway
Charles A M Mullen, Huldah Hathaway, E P Hathaway
Alice E Hathaway, Marine Hopkins, George Conner,

This day this Cause came on for hearing on the petition of the plaintiff, and the evidence, the Court finds that the defendants James Galloway Jr, and the unknown heirs of James Galloway, Martha Galloway and the unknown heirs of Martha Galloway David Colver, and the unknown heirs of David Colver, David Clover, and the unknown heirs, of David Clover. Catharine Colver, and the unknown heirs of Catharine Colver, Catharine Clover, and the unknown heirs of Catharine Clover, Samuel Rice, and the unknown heirs of Samuel Rice, Lucy Rice and the unknown heirs of Lucy Rice Douglas Farnum and the unknown heirs of Douglas Farnum, Katharine Colver, and the unknown heirs of Catharine Colver, Susan Farnum, and the unknown heirs of Susan Farnum, Sally Rice and the unknown heirs of Sally Rice.

Rice, Husband of Sally Rice, where given names unknown, Nicholas Hathaway and the unknown heirs of Nicholas Hathaway, Elizabeth Hathaway and the unknown heirs of Elizabeth Hathaway Elnathan Hathaway and the unknown heirs of Elnathan Hathaway, Leonora Hathaway and the unknown heirs of Leonora Hathaway William R P Hathaway and the unknown heirs of William R P Hathaway Joanna Reed and the unknown heirs of Joanna Reed Ebenezer P Hathaway and the unknown heirs of Ebenezer P Hathaway, Anna Gillispie and the unknown heirs of Anna Gillespie Moses P Rice and the unknown heirs of Moses P Rice, Samuel Reed and the unknown heirs of Samuel Reed Mary Ann Hathaway,
N.P. Miles and the unknown heirs of N P Miles
Juliette B Miles and the unknown heirs of Juliette B Miles
John A McCright and the unknown heirs of John A McCright
Elnathan Hathaway and the unknown heirs of Elnathan Hathaway.
Ann M Tibbatts – Ann M. Tibbals.
Salome E Hathaway –
Joshua Patteson and the unknown heirs of Joshua Patteson.
Mrs Joshua Patters, wife of Joshua Patters, whose given name is unknown, and the unknown heirs of Mrs Joshua Patters,
David Culver and the unknown heirs of David Culver,
Catharine Culver, and the unknown heirs of Catharine Culver.
David Corner and the unknown heirs of David Corner
Sally Corner and the unknown heirs of Sally Corner
Mary Corner and the unknown heirs of Mary Corner.

Samuel Bear Corner, and the unknown heirs of Samuel Bear Corner,
Eliza Corner and the unknown heirs of Eliza Corner
Rachel Corner and the unknown heirs of Rachel Corner,
Jason D Taylor and the unknown heirs of Jason D Taylor,
Mary Taylor and the unknown heirs of Mary Taylor.
Samuel B Corner, and the unknown heirs of Samuel B Corner,
Ralph Cherry and the unknown heirs of Ralph Cherry
Sally Cherry and the unknown heirs of Sally Cherry,
Crawford Reed and the unknown heirs of Crawford Reed,
Benjamin Hathaway, — were duly and lawfully notified of the pendency and prayer of the petition herein by publication, and proof of such publication of the pendency and prayer of the petition herein being offered, and the court finding such proof in all respects regular, and according to law, do hereby approve the same, And the Court find that the defendant David Watson duly entered his appearance herein on the 30th day of January AD 1892 by by acknowledging service on the back of a summons herein, and that on the 2d day January 1892, the following defendants, waived the issuing and service of summons herein and voluntarily entered their appearance to this action, to wit;
Elias Hathaway, Huldah Hathaway, Charles A McMullen
Martha McMullen (formerly Martha Hathaway,) D B Kimball,
Mary Ann Kimball, (formerly Mary Ann Hathaway) Nathan Howard,
Mary Ann Hathaway
Hellen Howard,
Eliza A Boylan, Aaron Boylan, E P Hathaway Alice E Hathaway,
John P Connor, Margaret Connor, (wife of John P Connor,) Ann E Gillespie
J H Gillespie, Moses P Rice, D W Henderson, Ann E Henderson, Mina L,
Reed, Marion Hopkins, Celestine Hopkins George Connor and Lillie Connor,
And the Court further finds that all of said defendants, are in default for answer and demurrer, and that the allegations of the petition are confessed by them to be true. And the Court further finds, 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 fee simple in and was entitled to the possession of the same; 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,

It is therefore, ordered, adjudged, and decreed that the title and possession of said Thomas J Connor, to all and singular the premises in the Petition described. To wit; Situate in Union County, in the State of Ohio, and known and described as follows, viz; Being a part of Virginia Military Survey Fifty Seven hundred and Eight (5708) and ninety Seven hundred and Ninety Eight, and bounded thus; Beginning at a Stone in the Southerly line of Survey No 5708, and Southwesterly corner to lands of E P Hathaway, thence with said line South 85° West one hundred and one half, (100 ½) poles to a stake corner to said Survey 5708, aforesaid; Thence with another line of said Survey North 50° West twenty four (24) poles to a Stake; Thence North 11° East One hundred and eighteen (118) poles to a Stone; Thence South 59½° East ten (10) poles to a Stake; Thence South 76½° East fifty

(50 26/100) and ninety six hundredths poles to a stake; thence North, 29° East, sixty and one half (60½) poles to a stake in the Center of the Connor Gravel Road; Thence with the Center of Said Road, South 60½° East thirty two (32) poles, to a stake; Thence, South 18½° West, forty eight and eighty eight hundredths (48 88/100) poles to a stake, corner to the Hathaway grave yard; Thence with the westerly line of Said Grave Yard; North 73½ West, Eight-(8) poles, to a stake corner to Said Grave Yard thence South Eighteen and one half 18½° West nineteen and thirty Eight hundredths (19 38/100) to another corner of Said Grave Yard; Thence South 73½° East twenty (20) poles to a stake in the west line of E P Hathaway's land; Thence with said line South 7 3/4° West, Seventy four and twenty hundredths (74 20/100) to the the place of beginning Containing ninety and four tenths (90 4/10) acres be the same More or less,

Second Tract;

Beginning at a stake in the line between Surveys No 5708 and 5736, and in the Southerly Corner of John Connor's Land; Thence with said survey line, North 84½° East thirty five (35) poles to a stake, (a small elm, North, 50. East ten (10) feet; Thence North 14 East one hundred and eighteen (118) poles, crossing Treakels Creek at 33 poles,) to a stone with bricks under it in the center of the Connor Road; Thence North 60½° West forty poles (40) to a stone in the easterly line of said Connor's lot; thence, with a line of Said Connors lot, South 28½° West twenty seven and one half (27½) to a stake near the body of a small hickory tree; thence with another line of Said Connor's lot South 7½° West (crossing treakels Creek at 67 poles) one hundred and fourteen (114) poles to the place of beginning Containing thirty two and one seventh (32 1/7) acres, be the same more or less,

Third Tract.

Beginning in the center of the Connor Gravel Road, and in the easterly line of John Connor's land, and Northwesterly corner to E P Hathaway's land, South 29° West twenty seven and sixty eight hundredths (27 68/100) poles to a hickory; thence with another of E P Hathaway's lines, South 7 3/4° West forty and twenty hundredths (40 20/100) poles to a stake; Thence North 73½° west twelve (12) poles to a stake. South easterly corner to the Hathaway Grave Yard; thence with the easterly line of Said Grave Yard, North 18½° East sixty nine and twenty eight one hundredths (69 28/100) poles to a stake in the center of Said Connor Gravel Road; Thence with the center of Said Gravel road, South 60½° East ten (10) poles to the place of beginning Containing three and one half (3½) acres, more or less — And Containing in Said three Tracts, one hundred and twenty Six and three Sevenths (126 3/7) Acres, be the Same More or less, — be, and the Same hereby are 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 Thomas J Connor, his heirs and assigns thereto And that the costs of this action be paid by the plaintiff herein;

6160

2d

3d

4th

5th

Wednesday May 4th AD 1897

Mary Wollam
vs
6160 Catharine Mast et al

This day this Cause came on for further hearing on ~~Motion~~ for distribution of the proceeds herein.

It is ordered that out of the money in the hands of the Sheriff, amounting to $619.52 he pay first to the Treasurer of the County the taxes due on said premises amounting to $136.83

2d to the Clerk of the Court the costs herein, (including a counsel fee of $53.12 to D.H. Ayers) Payed at, 146.24

3d To Maria Hutson, the one third of her dower interest in said premises, (the entire dower interest being $437.84,) amounting to $145.95;

4th The residue, $190.50 to be paid to Gilbert R Hill, administrator de bonis non with the will annexed of the estate of Robert Hill deceased, to apply on the Judgment of Elizabeth M Hill, administratrix of the ~~estate~~ Hill of Robert Hill deceased - said Elizabeth M Hill having died, and said Gilbert R Hill, being her successor.

5th Said purchaser to execute to the Sheriff his two promissory notes, secured by Mortgage on the premises for $619.52 each due respectively in one and two years from the date of Sale, with six per cent interest from said day of Sale, and the same to be held by the Sheriff for further order of the Court herein.

John R. Taylor, Admr.
vs.
N. H. Murphey et al

This cause came on to be heard on the return of the Admr. of the writ of order of sale issued herein, with the report of his proceedings and sale of land and tenements under said. 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 cases made and provided, finds the same to be legal and does therefore approve and confirm the same.

It is further ordered that the Administrator make to the purchasers Rosa Lafferty, a deed in fee simple for the lands and tenements so sold, to wit: Lots number one-hundred and twenty-three (123) and one hundred and twenty-four (124) in James & Mc. Brides Addition to said Village of Magnetic Springs, Union County Ohio. Also a deed in fee-simple for the lands and tenements sold to John Duffy and Albert J. Murphy, described as follows, to wit: Being all of lots A. and B. situated in said Village of Magnetic Springs: Bounded on the north by Magnetic Street: on the south by a 16½ foot alley: on the west by Rose Street: on the east by Will Johns Street, each of said lots are 87½ feet by 76½ feet more or less. And a writ of possession is awarded to put said purchasers in possession of said premises. And the Court coming now to the distribution of the purchase money in the hands of the Administrator orders he First: 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 including a counsel fee of $103.34 to Robinson and Woodburn for their services herein taxed at $- - -. Thirdly: And of the residue of the proceeds of said sale to the plaintiff John R. Taylor Administrator of the estate of William Murphy, deceased.

Wednesday, May, 4th A D 1892

6254. D W Ayers administrator of the Estate of S D Robinson deceased vs S F Robinson and W P Robinson } This day this cause came on to be heard upon the petition of the plaintiff, and the court being satisfied that due notice hath been given to the defendants, of this action, and that the defendants are the owners of one fifth each in the lands described in the plaintiff's petition to wit: "The S D Robinson farm in Darby Township, of said County of Union and State of Ohio, and subject to the dower of his widow, and that attachment has been duly levied on said "one fifth" interest of said S F Robinson in said lands, and that the said is the first lien on said S F Robinson's one fifth interest and said sum mentioned in the plaintiff's first cause of action is due plaintiff from said defendant - doth find for the plaintiff, and that there is due plaintiff on said first cause of action, the sum of $ 975.00 therefore it is considered and adjudged by the court that plaintiff recover of said S F Robinson said sum of $1093.75, with interest from this day (March 3d 1892) at 6%, and 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 interest of the said S D Robinson Farm, subject to the dower interest of said widow, and report his proceedings herein, if said defendant for 10 days fail to pay said judgment and costs.

— Second Cause of Action, —

This cause coming on to be heard upon the plaintiff's second cause of action set forth in his petition herein, and the Court being satisfied that the notice has been given, to the defendant S F Robinson, of this action, and and that the defendant is the owner of the one fifth interest of the S. D. Robinson farm, in the said County of Union, subject to the dower of his widow, and that attachment hath been duly levied on said one fifth (1/5) interest in said farm, and the same is a second lien on S F Robinson's one fifth interest, and that on said note mentioned in said second cause of action, there is due plaintiff as such administrator the sum of $ 392.00 therefore it is considered and adjudged by the court that plaintiff recover of said defendant, said sum of $ 392.00 at 8% from this date March 4th 1892, and his costs, taxed at $- - And that an order of sale issue to the Sheriff of Union County, Ohio, to appraise, advertise and sell the one fifth of said S. D. Robinson farm, subject to said dower, and report his proceedings herein, if the defendant S F Robinson does not pay said judgment in 10 days.

— Third Cause of Action, —

This cause of action coming on to be heard on the plaintiff's third cause of action set forth in his petition herein, and the court being satisfied that due notice has been given to the defendants S F Robinson and W P Robinson of this action and that said defendant S F Robinson, is the owner of one fifth of the S D Robinson farm, in said County of Union, as described in plaintiff's petition, subject to the dower of his widow, and that attachment hath been duly levied, on said two fifths interests of S F Robinson and W P Robinson defendants herein, in said farm, and that there is due to the plaintiff on the note mentioned in the third cause of action herein, to said plaintiff as administrator the sum of $ 204.00 with interest at 8% from March 4th

For continuance of Entry See Page 195. at the bottom

June 21st A. D 1892

John P. Mattison
vs
6341 Henry Sparks et-al

On Motion of 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 John P. Mattison by deed according to law the property so sold, and the said purchaser is hereby subrogated to all the rights of said lien holders in said premises so far as they may be paid herein for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County Ohio.

And the court now coming to distribute the proceeds of said sale amounting to $750.00 it is ordered that the Sheriff out of the money in his hands pay;

First= To the Treasurer of this County the taxes against said property, to wit; The sum of $

Second- The costs this action taxed at $

Third- To J. H. Lemond the amount found due him on his answer and cross petition being a judgment & interest amounting to $412.48 & costs $8.16 in all $304

Fourth- The balance of money in his hands to plaintiff to apply on his judgment against defendant Henry Sparks.

1892; and that an order of sale issue, to the sheriff of Union County, to appraise, advertise, & sell said one fifth interest of the said S. D Robinson farm, subject to the said dower, and report his proceding herein; if said defendant does not pay said judgment and costs in 10 days from this date - And the court further finds that said judgment for said sum is a third lien on said S F Robinson's one fifth interest in said S D Robinson farm

Fourth Cause of Action, - This cause of action coming on to be heard upon the plaintiffs fourth cause of action, set forth in his petition herein; And the court being satisfied that due notice have been given to the defendants S F Robinson and W P Robinson of this action and that said defendants, are each the owners of one fifth of the S D Robinson farm, to wit (2/5) two fifths thereof, in said County of Union, subject to the Dower of his widow, and that attachment hath been duly levied on the said two fifths interest in said farm, and that there is due on the note mentioned in the said cause of action to said plaintiff as such administrator the sum of $1660.00 with interest at 7 per cent per annum, from March 4th 1892 and costs taxed to $ - - and that an order of sale issue to the sheriff of Union County, to appraise advertise and sell, the said two fifths interest in the said S D Robinson farm subject to the said Dower, and report his proceedings herein; - if said defendants S F Robinson and W P Robinson do not pay said judgment in 10 days, - And the Court find that said sum of $1660.00 is a lien on the said two fifths interest of S F Robinson and W P Robinson in said lands of S D Robinson deceased, described in plaintiffs petition,

Tuesday, June 21st A. D. 1892

Court convened at Nine oclock this morning pursuant to adjournment.

Present, Hon John A. Price, Judge.

6383

6392 Newark Machine Co vs Jacob W. Keller

This day came the plaintiffs by their 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 one Hundred & Seventy three dollars & Sixteen 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. 6293

It is therefore considered that said plaintiff recover of said defendant the sum of $173.16 being the amount of said note with interest computed at 8% per annum, from the 21st day of June A. D. 1892; and also their costs herein expended, taxed at $ -

6388

6393 Newark Machine Co vs Jacob W. Keller

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 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 one hundred & Seventy three & Sixteen 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. 6340

It is therefore considered that said plaintiff recover of said defendant the sum of $173.16 being the amount of of said note with interest computed at 8% per annum from the 21st day of June A. D. 1892; and also its costs herein expended, taxed at $ -

John P Mattison vs Henry Sparks et al } "See page 195"

6383 Catherine Shepper vs Wm H. Williams and John P. Williams

Now comes the plaintiff by her 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 there is due said plaintiff from the defendants Wm H. Williams as principal and John P. Williams as surety the sum of $777.00.

It is therefore considered by the court that the said plaintiff recover from the said defendant the sum of $777.00 and her costs herein expended taxed at $.

6293 Thomas Biddle vs Caleb Haines Adams

This day came the parties and settled this action at the costs of defendant.

It is therefore considered by the court that the defendants pay the costs of this action taxed at $

6388 The Springfield Nat'l Bk vs B. F. Johnson et al

The plaintiff disclaiming any attempt to garnishee herein on motion of the defendant Clara A. Cassil the Garnishee process in this case is set aside and the parties served as garnishees are left to pay rents to said defendant the same as if such process had not been served on her and cause is continued with leave to defendants to answer in sixty days.

6340 Munson Day vs Joseph C. Osborne

This cause is this day dismissed, without prejudice to a new action, at plaintiff's costs.

Judgment against plaintiff for costs.

Court then adjourned until 8-30 o'clock tommorrow morning

Wednesday June 22d A.D. 1892.

Court convened at 8-30 o'clock this morning pursuant to adjournment
Present:- Hon John A. Price. Judge-

6341 Powell, Owen, Rickels & Black and Cole & Bales
vs
T. J. Kilbury admr of the estate of Samuel C. Taylor Dec'd

This cause coming on for hearing by consent of parties, the defendant being in default for answer or demurrer until the 9th day of July 1892, was by the agreement of the parties submitted to the court upon the petition without the intervention of a jury; on consideration whereof, the court find on the issue joined between the plaintiffs Powell, Owen & Rickels & Black and Cole and Bales, and the defendant T. J. Kilbury Administrator of the estate of Samuel C. Taylor, deceased, for the said plaintiffs and that the said defendant is indebted to the plaintiffs in the sum of two hundred and twenty four & 50/100 ($224.50) dollars.
It is therefore considered that the said plaintiffs, Powell, Owen, Rickels & Black and Cole & Bales, recover from the said defendant T. J. Kilbury the said sum of $224.50 and their costs herein expended taxed to $.

4975 The Ohio Farmers Ins Co
vs
John C. Ramsey et al

This cause came on to be heard on the return of the Sheriff of the writ of execution issued herein, with his report of his proceedings and sale of lands and tenements under said writ. And the Court, having carefully examined the said proceedings, being satisfied that the said sale has in all respects been made in conformity to the provisions of the statute in such cases made and provided find the same to be legal and does therefore, approve and confirm the same.
It is further ordered that the Sheriff make to the purchaser Samuel Dickinson, a Deed according to law, for the property so sold, to-wit "Situated in the Township of Dover, County of Union and State of Ohio and bounded and described as follows;
Being part of Virginia Military Survey No 3007 beginning at three white oaks, North East corner to Survey No 1307, and South East corner to Survey No 3007; Thence with the line dividing said Survey, South 78° West 117 poles to a Stone South East corner to Elizabeth Crippen's land Thence with the East line of said land North 2° East 13 16/100 poles to a Stake in the South line of Lot No 3 of the subdivision of said Survey No 3007 Thence with said line North 84° 15' East 114 5/100 poles to the beginning, containing Four & 70/100 acres more or less- and the said purchaser is hereby subrogated to all the rights of any lien holders 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 purchaser money in the hands of the Sheriff- orders that he pay, there being no taxes or penalty

due upon the property so sold.
First: To the clerk of this court the costs of this execution taxed at $
Second- To the clerk of this court the balance of said purchase money to apply upon the unpaid costs made in this case before the issuing of this execution to-wit; the sum of $

Joseph G. Dickinson
vs
6331 Morris W. Hill et al

On motion of the plaintiff and on his producing the 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 Joseph G. Dickinson by deed according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders, in said premises, so far as they may be paid herein for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.
It is further ordered that the clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union county Ohio.
And the court coming now to distribute the proceeds of said sale amounting to $2620.00 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 $49.67
Secondly- The costs of this action taxed at $46.67
Thirdly: To the plaintiff Joseph G. Dickinson the balance of the said money remaining in his hands to-wit; the sum of $2523.71 to be applied as a credit upon the amount found due him upon the notes and mortgage sued on-

6351 Abner L. Merrill }
vs }
Phebe Williams et-al }

On Motion of the plaintiff under his producing the return of the Sheriff of the Sales 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 so far as relates to the 2d tract of 21 7/100 acres have been had in all respects in conformity to law and the orders of this court. it is ordered that the said proceedings and sale be, and the same are hereby approved and confirmed as to said 2d tract.

And it is further ordered that the said Sheriff convey to the purchaser C.L. Curry by deed, according to law, the property so sold to him; and said purchaser is hereby subrogated to all the rights of 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 of said 2d tract amounting to $619.50 it is ordered that the Sheriff out of the money in his hands arising therefrom pay. 6328

First. To the Treasurer of this County the Taxes, penalty and interest against said property to-wit: the sum of $38.02 (for 20 acres taxed, and 21 7/100 acres)

Secondly. The costs of this action already made, taxed at $99.65

Thirdly. To Emmer Robinson, Phebe A. Robinson, Otway C. Robinson and Calvin E. Robinson. Each the sum of One hundred dollars without interest.

Fourthly. To the plaintiff herein the balance of the money in his hands arising from the sale of said 2d Tract to-wit; The sum of $81.83

It further appearing to the court that John P. Williams purchased of said Sheriff the 1st described tract of 164 acres in good faith and deposited $200 to bind said sale, but is now unable to pay the balance of the purchase money and has given notice that he will not do so.

It is therefore adjudged and decreed by the court that said sale of said 1st tract be, and the same is hereby set aside; and the Sheriff is ordered to pay back to said John P. Williams said $200. or to his atty D.W. Ayers.

It appearing also to the court that the defendant Phebe Williams purchased of said Sheriff the 3d tract but has failed to pay any of the purchase money and has given notice that she cannot and will not do so, the sale of said 3d tract is therefore set aside. And it is ordered and decreed that said 1st & 3d tracts be re-sold, that an Alias order of sale issue therefor to the Sheriff of this county directing him to readvertise 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 tomorrow morning

Thursday June 23d A. D. 1892

Court convened at 8-30 o'clock this morning pursuant to adjournment. Present—
Hon. John A. Price, Judge

Abner L. Merrill
vs
6351 Phebe Williams et al

The former order of this court as to the $200.00 paid by John P. Williams purchaser at the former sale herein, is modified as follows; It is ordered that the Sheriff retain $52.85 and pay the balance of said $200. to John P. Williams or his attorney D. W. Ayers, and if said lands so bid off by said Williams at the former sale, are purchased by person or persons other than the plaintiff herein then the Sheriff is ordered to pay said sum of $52.85 to said Williams or his said attorney. If said lands are bid in by plaintiff then Sheriff to keep said $52.85 as his poundage herein.

The Commercial Bank
vs
6328 W P Robinson

May 4th, A. D. 1892.

This day this cause came on to be heard on the petition of the plaintiff, and the court being satisfied that due notice hath been given to the defendant of this action, and that the defendant is the owner of one fifth (subject to the dower of Ann T Robinson) in the lands described in plaintiffs petition to wit, the S D Robinson farm in Darby Township of said County of Union, and State of Ohio, and that attachment has heretofore levied on said one fifth interest of said W P Robinson, in said lands, and the same is a second lien to the attachment levied by D W Ayers, as administrator, and said sum mentioned in plaintiffs petition is due the plaintiff from the defendant; doth find for the plaintiff and that there is due plaintiff on its claim the sum of Twenty six hundred dollars, with interest from February 1st 1892.— Therefore it is considered and adjudged by the court that plaintiff recover of said defendant W P Robinson said sum of $2630.00 with interest from the fourth day of May 1892, at 6 per cent, and 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" interest of said S D Robinson's farm subject to said dower and report his proceedings herein, if said defendant fail for 10 days to pay said judgment & costs,

Friday June 24th A.D. 1892.

Court convened at 8-30 o'clock this morning pursuant to adjournment present. Hon John A. Price, Judge.

6373

6372 Charles Randall vs William Spicer et al

This cause now coming on for hearing on the petition and the evidence, the court find that the defendants William Spicer and Elizabeth F. Spicer 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 true, and that there is due the plaintiff from the defendant William Spicer on the promissory note mentioned in the first cause of action and as one years interest on the other notes set up in the petition including interest to this date the sum of Eight hundred and fifty dollars. 6394

The court further find that in order to secure the payment of said notes and interest the defendants William Spicer and Elizabeth F. Spicer his wife executed and delivered to said Charles Randall the plaintiff their certain ~~deed~~ mortgage as in the petition described and on the premises therein described, that said mortgage was duly recorded as stated in said petition and the same 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 Spicer the said sum of $850.00 and his costs herein expended.

And it is further adjudged and decreed that unless the defendant William Spicer 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 this date (June 24th 1892) 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 the court for further order. And as to the notes not yet due this cause is continued.

Marysville, O June 24th 1892.

To Hon. John A. Price, Judge

The court charges for the May Adjourned term A.D. 1892 Union County Common Pleas, are due for services rendered & are as follows;

Union County, Ohio. To Thomas Martin Sheriff Dr

To J. M. Lawrence Bailiff	4 Days		$8.00
" J. A. Martin "	4 days		8.00

I hereby certify the above bill to be correct. Thos Martin Shff

To the Clerk of Court, Union County,

You will make entry of the bill and certify the same to the County Auditor. John A. Price, Judge Common Pleas Court

6373 Charles Crawford
vs
Clark Spurgeon et al

This day this cause came on for hearing on the motion of the defendants to require the plaintiff to secure costs herein. It is therefore considered and ordered by the court that said plaintiff give security for costs to the satisfaction of the clerk of this court within 30 days from this date. It is further ordered that said defendants plead to said plaintiffs petition within ten days thereafter and cause continued.

6394 P. E. Barnes
vs
Wm P. Earwin & J. Jackson
and Finley Taylor

This day came the plaintiff by his atty also appeared in open court for and on behalf of said defendants Jacob McCampbell an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants entered the appearance of said defendants, and waived the issuing and service of process in this action and confessed a judgment on said note against said defendants and in favor of said plaintiff for One hundred and Three 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 defendants the sum of $103.00 being the amount of said note with interest computed at 8% per annum from the 1st day of August A.D. 1886; and also his costs herein expended taxed at $

Friday June 24th AD 1892.

In Memoriam
To Hon. Philander B. Cole.

To The Hon. the Judge of the Court of Common Pleas of Union County, Ohio.

The Members of the bar, desire to call attention of the Court to the fact that that since our last Term, Hon Philander B Cole, a member hereof, departed this life, and in view of his prominence as a member of the bar, and in public affairs we deem it fitting that your honor permit a brief Memorial of our friend to be spread upon the Journal of the Court, and preserved in its records.

Mr. Cole was born at Columbus Ohio, on the 10th day of October 1815. and came to Union County before he reached the age of Majority. He read law with the Honorable William C Lawrence, and was admitted to practise at the bar on the 3d day of December 1836. In the year 1838. he was elected prosecuting attorney of this County, and was re-elected to the same office again in 1840. and 1844, serving his full term each time. During the interval from 1844. to 1849. he was connected with the management of, and a portion of the time published of a newspaper in Marysville called the Argus. No 6098.

In the Year 1850 he was elected to represent Union and Marion Counties in the Lower House of the General Assembly of Ohio. in which branch he received the vote of his party for Speaker of the house, and was a recognized leader, during his term.- 2d

He was a Patriotic and Loyal Citizen during the civil War, warmly supporting the Union Cause, always Chairman of the Military Committee of the County from 1860 to 1865.

In the year 1864 he was chosen a delegate to the Republican National Convention, and took an active part in the nomination of Abraham Lincoln for president.

In the Year 1865 he was elected to the State Senate, and at once became a leader in that body. He was one of the first advocates of universal Suffrage, and during his term in the Senate was untiring in his efforts in behalf of the rights of the Colored Men.

In 1871 he was elected to the office of Judge of the Court of Common Pleas. of this sub-division, in which capacity he served the full term with honor and distinction. In 1884 he was Presidential Elector of this Congressional district, and was appointed by the Ohio Electoral College to deliver to the proper authorities the vote of the State for James G Blaine for President.

Judge Cole, as he was familiarly known, took a prominent part in public affairs. He had unbounded confidence in the people of his County, and worked Zealously to advance their interests In the Matter of Public Improvements, he favored the best and to him, as much as any other one, are we indebted for our excellent System of improved roads and highways.

He came into the County when it was largely a wilderness

and lived to see its magnificent developement. As a lawyer he was profound in his profession, his Zeal for his clients and their Cause was unbounded.

As a Judge he was Just and upright, and had the well merited Confidence of the people.

After a long and useful career, he passed away peacefully, surrounded by his family and his freinds, and now the members of this bar, bearing testimony of his excellence, ask your Honor; that this brief memorial may have place on the Records, that the Memory of our Freind and Brother may be preserved.

J L Cameron
J W Robinson } Committee.
W W Merchant

No 6098. L. G. Baker Guardian, of Mary Jenkins vs O P Lenox, et al.

This day came the parties to this case, and Submitted this Cause to the Court, upon the pleadings, evidence and arguments of Counsel. Whereupon the Court find that the contract alleged to have been made, by J E Cox and Said Jenkins Should be rescinded; therefore it is ordered and decreed by the court, that said contract be, and the same is rescinded and set aside

2d The Court find that the Conveyance mentioned in Said petition as Made by Said Jenkins and Said Lenox, Should in equity be rescinded, or Materially changed. Whereupon by consent of the parties and the findings of the Court, the plaintiffs petition so far as it asks for a recession of the deed for the 70 acre farm be dismissed and the title of Said O P Lenox and others be, and the same is quieted in them: And further it is ordered and decreed by the court, with Said consent of the parties that the notes and mortgage executed to Said O P Lenox and Lemuel Lenox by Said Jenkins be, and they are rescinded and ordered to be delivered up to Said Guardian, and the defendants, O P Lenox and Lemuel Lenox, pay the costs of this proceeding, and pay to the plaintiff to meet the expenses of this litigation the sum of one hundred dollars, in consideration of which and to do equity between the parties, the court order and decree that the deed by Said Lenox and Bro, to Said Jenkins, so far as it relates to the part of Said 60 acre farm lying North & East of the Richwood and Marysville Pike, containing about 20 acres be rescinded and set aside and the title to Said part on the North east side of said farm be quieted in Said O P Lenox his heirs and assigns, and the plaintiff to have the growing crop of wheat on Said 20 acres for 1892, and the plaintiff to pay the back taxes, on Said 20 acres up to and including and up to the taxes of December 1891, and the defendant O P Lenox, is to pay the costs of this proceeding, and in default for 30 days execution issue therefor And in order to make a record, and carry this decree into effect the Said plaintiff as Guardian for Said Jenkins is ordered to execute to O P Lenox his deed of release to Said part of Said farm lying North East of Said Pike

Friday June 24th AD 1892.

6375. J M Kennedy vs Joel C Conklin

This day this Cause came on for hearing, and the defendant being in default for answer or demurrer, and the Court being fully advised in the premises do find for the plaintiff and assess his debt at $107.62

It is therefore ordered and adjudged by the Court that said plaintiff recover of said defendant the sum of $107.62 and his costs herein taxed at $.

6371 Moses Coe vs Jesse W Good et al

This Cause being heard on the demurrer to the answer, the Court on Consideration thereof sustains the same and thereupon the defendant failing to plead further the Court finds upon the petition that the said defendants are indebted to the plaintiff in the sum of $890.61

It is therefore considered by the Court that the plaintiff recover from the defendants the said sum of $890.61 with interest from the first day of this term, of this Court, at 6% on $228.47 thereof and interest at 8 percent on $662.14 thereof, and that plaintiff recover from defendants his costs expended in this behalf taxed at $.

6372 Charles Randall, vs William Spicer et al

This day came the plaintiff by his attorney, and submitted to the Court the petition and evidence, and the answer of the defendant in this case, and thereupon the Court find that the first and Nineth Cause of action in said petition set forth are not put in issue by said answer, but that as to them the defendant is in default for plea, and that the defendant William Spicer is indebted to the plaintiff upon the note described in the said first cause of action in the sum of Five hundred and Sixty nine dollars and eighty five cents, being principal and interest to this date, April 24th 1892.

The Court further find, that in order to secure the payment of said notes and interest, the defendant William Spicer and Elizabeth Spicer his wife executed and delivered to said Charles Randall, the plaintiff their certain Mortgage, as in the petition described, and on the premises therein described. That said mortgage was duly recorded as stated in said petition and the same 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, adjudged and decreed by the Court that the plaintiff Recover the defendant William Spicer the said sum

5343. Ed

6312.

of Five hundred and Sixty Nine dollars and Eighty five cents, together with his costs herein expended. And it is further adjudged and decreed that unless the defendant William Spicer shall within ten days from the entry hereof 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 this date, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County Ohio: directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to the Court for further order, and as to all other matters this cause is continued.

5343. Elizabeth Stevenson vs Edward O Stevenson et al

This day came on this cause to be heard on the Motion to confirm sales and distribute proceeds of sales. Whereupon the Court being fully advised in the premises do sustain said motion, and confirm and approve the sales of the land made in this case as reported by the Sheriff, and order said Sheriff to execute and deliver to the plaintiff the purchaser a deed in fee simple for the lands so sold, and conveying to her the interest of all the defendants in said lands; And thereupon the Court order that the sum of $282 70 be paid to M Lingrel in full satisfaction of his tax claim as alleged in this case, and that $319 61/100 be paid to John H Sterling in full of his claim as alleged, - and that $1400. be paid L A Smith, the assignee of D H Fowler, in full of his claim on said land and that he pay the sum of $327 24/100 the costs taxed, and a lien on said land, all of which has already been paid by the plaintiff and the ballance of the purchase money amounting to $2630 82/100 be applied on the decree in the plaintiff's favour in this Cause, and for the ballance of said decree the Court hereby awards execution against said Edward O Stevenson as upon judgments at Law.

6312. John Robinson vs. Charles M Jones and Albert N Jones

This day came the parties by their attorneys, and this cause came on to be heard upon the demurrer to the defendants answer, and was argued by counsel, and submitted to the Court. On consideration whereof, the Court being fully advised in the premises, overrules said demurrer as to all matters except the third defence, and as to the third defence the said demurrer is sustained, to which the defendant excepts. Therefore defendant asked and obtained leave of the Court to file amended answer by the first day of August 1892. and Cause continued.

Friday June 24th AD 1892,

5633. J W Robinson vs Esther Walk et al

This Cause came on to be heard further by the Court on the notes which have become due since the decree rendered in this Cause Oct 31st 1888, - Journal 14 page 537. And it appearing that the $260 notes then not due have since become due; the Court find that the defendant had fifty dollars thereon in 1891, and $225 by arrangement of her interest in the Robert V Abraham; and that plaintiff remitted fifty dollars from the amount in compromise of matters in dispute; Therefore it is found by the Court that there remains due and unpaid of said $260 the sum of Seven and 50/100 dollars besides the whole of the $593, with interest thereon from Oct 31 1888, payable annually amounting to this date to the total sum of $730.02 to which said $7.50 being added

The Court finds there is now due plaintiff from said defendant Esther Walk the sum total of Seven hundred and thirty seven dollars and fifty two cents, which is a lien on said land of 16½ acres.

It is therefore considered, ordered and adjudged by the Court that said defendant Esther Walk, pay to said plaintiff, said $737.52, in ten days with interest and costs, that an order of sale issue for the same to the Sheriff of this County for the sale of said land & premises according to law,

6307 L M Kenlow et al vs Florence Ellis et al

This day came on this Cause to be heard on the petition of the Plaintiffs and the answer of the defendant and reply of plaintiffs, and on the evidence produced by the parties, whereupon the Court being fully advised in the premises do find for the defendants Florence Ellis, and it is therefore considered ordered and decreed by the Court that the plaintiffs petition be, and the same is hereby dismissed, and that said Florence Ellis recover of the plaintiff her costs herein expended taxed to $

Whereupon plaintiffs gave notice of their intention to appeal the case to the circuit Court, and asked the Court to fix the amount of the appeal Bond which the court fixed at $400.00

6353

Mary L. Rogers }
vs }
6353 }
Robert W. Thompson et al }

This day came on this cause to be heard on the motion to confirm the sale of the 11 60/100 acres reported by the Sheriff as sold to Marion A. Shuler March 26th 1892 and the lot No 37 in New Dover sold to Greely Thompson by said Sheriff the same day on the order of sale dated February 17th 1892 and the Court being fully advised in the premises find said sale and proceedings regular and lawfully and therefore it is considered and ordered by the Court that said sales be and they are hereby confirmed and the Sheriff ordered to execute to said purchasers each a deed for the lots by them respectively purchased That the said Shuler shall secure the deferred payments according to law And as to the Five hundred dollars which said lot 37 was bid off the Court find that said Greely Thompson is one of the heirs of James Thompson and that more than that sum will be due him on the sales of said lands, It is ordered that the said Five hundred dollars be charged up to him to apply on his share of said Estate which is done with the consent of the parties to this case.

Monday September 12th A. D. 1892

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 September in the year A. D. 1892 held in the court house in Village of Marysville County and State aforesaid was begun and held on Monday September 12th A. D. 1892.

Present.
Hon John A Price
Judge
Thomas Master Esq
Sheriff of Union Co. O
A. B. Swisher M. D
Coroner of Union County O

Attest
R. McCray Clerk Court Com Pleas Union Co O
By W. M. Wiggs 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 indorsements thereon, as follows, to-wit;
The State of Ohio, Union County, ss.
Sheriffs Office Marysville O 1892
On the 15th day of August 1892, 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	J. P. Whitsine	Aug 19	Copy
2	D. H. Henderson	" "	"
3	Lester Cline	" 22	"
4	M. M. Shipley	" 19	"
5	George Harshman	" 20	"
6	Oldmer Langstaff	" 22	"
7	Albert Perry	" 20	"
8	David A. Temple	" 20	"
9	Hiram Robey	" 20	"
10	Peter Smith	" 20	
11	George A Liggett	" 27	
12	J. A. Mooder	" 20	
13	W. H. Burgoon	" 20	
14	J. T. Brunett	" 20	
15	G. W. Stevens	" 22	

And upon calling the same in open court they appeared in answer thereto, and the panel being full, the court appointed D. H. Henderson foreman of the Grand jury and he with his

6434

6339

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
D. H. Henderson Foreman, J. P. Kirkline, Lester Cline, M. M. Shipley
George Harriman, Chalmer Longstaff, Albert Perry, David A. Temple
Hiram Roney, Peter Smith, George A. Liggett, J. A. Mooder
W. R. Burgoon, J. F. Bennett, and G. W. Stevens.

6434 Joseph Comer vs A. Nichols

This day came the plaintiff by his attorney; also appeared in open court, for and on behalf of said defendant Edward W. Porter an attorney at law of this court; and by virtue of the warrant of attorney to the note attached to the petition in said cause shown to have been duly executed by said defendant; and 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 $646.89, 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 $646.89 being the amount of said note with interest computed at 8% per annum from the 14th day of December A.D. 1877, and also cost herein expended taxed at $

6339 W. C. Fullington Survivor &c vs Thomas Phillis et al

The plaintiff appeared and suggested the death of Thomas Phillis and obtained leave to file his supplemental petition and petition filed, and this cause continued.

The Springfield Nat'l Bank vs B. F. Johnson et al

On motion leave is granted to J. M. Cassil & Clara Cassil to file answer and answer filed

6357 Abner L. Merrill
vs
Phebe Williams 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 the 60 and 164 acre tracts; 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 sales be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser by deed according to law, the 164 acre tract so sold to him and to the purchaser by deed according to law the 60 acre tract so sold to ; and said purchasers are hereby subrogated to all the rights of the said lienholders, the plaintiff herein in said premises so far as he may be paid herein for the protection of their title; and a writ of possession is awarded to put said purchasers 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 sales amounting to $ for the 164 acre tract and $ for the 60 acre tract or a total of $ it is ordered that the Sheriff out of the money in his hands pay;
First; To the Treasurer of this county the taxes, penalty and interest against said property to wit: the sum of $
Secondly; His unpaid costs of this action taxed at $
Thirdly; To the plaintiff Abner L. Merrill the balance of the amount heretofore found due him with interest, to wit: the sum of
Fourthly; To the defendant Phebe Williams the balance in his hands to wit: the sum of $

6399

E. A. Heller }
6399 vs }
Margaret Nash et al }

This cause now coming on for hearing on the petition of plaintiff the Exhibits and the Evidence, the court find that each and every of the defendants have been duly served with summons in this case and that they each and all 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 Margaret Nash on the promissory note set forth in the first cause of action in the petition the sum of $352.07 including interest to the first day of this term, And the court do further find that in order to secure the payment of said note the defendant Margaret Nash, Executed and delivered to said E. A. Heller the plaintiff her Mortgage deed as in the petition described and on the premises therein described, and that said Mortgage was duly recorded in Book 25 page 90 of the records of Mortgages of Union County Ohio and is a good valid and a first lien on the premises described in the petition and that the conditions of said Mortgage have been broken.

And the court further find that there is due plaintiff from the defendants Margaret Nash and Jerry Nash, as principal and Fanny Lamb and Hockett Bros & Rumberg as Endorsers on the promissory note set forth in the 3d cause of action in the petition the sum of $76.38 including interest to the first day of this term.

And the court further find that in order to secure the payment of said note the defendants Margaret Nash and Jerry Nash her husband Executed and delivered to the defendant Fanny Lamb their Mortgage deed as in his petition described and on the premises therein described, that said Mortgage was duly recorded in Book 25 page 270 of the records of Mortgages of Union County Ohio and is a good and valid lien on the premises described in the petition second to the Mortgage described in plaintiffs second cause of action in his petition and that the conditions of said Mortgage have been broken and that ~~the~~ plaintiff is the sole legal bona fide owner of said note and Mortgage for value. And the said Jerry Nash, Fanny Lamb & Hockett Bros & Rumberg having failed to answer and set up any claim or lien upon said premises the court do order that they be, and they are barred from setting up any claim therein.

It is therefore considered by the court that the plaintiff recover from the defendant Margaret Nash the sum of $352.07 as found due on her first cause of action and his costs herein expended. And it is further ordered and decreed that unless the defendant shall this day pay or cause

to be paid to the clerk of this court - the costs of this case and to the plaintiff herein the sum $352.07 so found due as aforesaid on his first - cause of action with interest - from the 12th day of September 1892 at - 8% per annum; and the defendants Margaret - Nash Larry Nash, Fanny Lamb - and Hockett Bros & Pomeroy shall within the same time pay or cause to be paid to the plaintiff herein the sum of $ 76.38 so found due as aforesaid with interest thereon with interest thereon from the 12th day of September 1892 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 county Ohio directing him to appraise advertise and sell said premises as upon Execution and report his proceedings to this court - for further order.

6372

6076 W. S. Rogers vs Josina Fruit } Leave is granted Defendant to file answer and answer filed.

4145 David M. Robinson vs P. C & St Louis R. R. Co } Continued with leave of court to file amended petition in 30 days and cause continued.

3140 James Carter vs Bank of North Lewisburgh } Continued

5334 Lester Clark vs Calvin Felkner } Continued by agreement.

Charles Randall }
6372 vs }
William Spicer 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 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 be and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser Charles Randall by deed in fee simple the lands and tenements so sold, 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 $3908.60, it is ordered that the Sheriff out of the money in his hands pay,

"First" The cost of this proceeding taxed at $

"Second" The taxes that may be a lien on said lands at the time of said sale,

"Third," The amount heretofore found due him with interest to wit: the sum of $577.25.

The court finds that the notes set up in the 2-3-4-5 & 6 causes of action in the petition are not yet due but they draw interest from their date and there is now owing thereon from the defendant to the plaintiff the sum of $2898.00 including interest to this date which the court find the plaintiff is entitled to receive out of the proceeds of said sale by virtue of its lien on the property sold and the court find that it is to the interest of the defendant to have all the proceeds of said sale applied to the payment of the said notes both due and not due so as to stop the interest thereon.

The court finds that the note described in the 7th cause of action set up in the petition is not due but the defendant owe the plaintiff thereon the sum of $940.00 with interest thereon from April 1st 1891 but the balance of the proceeds of said sale will not be sufficient to pay said note in full.

The order of the court as to the notes not due is that the Sheriff pay off the notes in the 2-3-4-5 & 6 causes of action described in the petition and take them up for the defendant and that he apply the balance of the proceeds of said sale as a payment on the note in the 7th cause of action, and as to said note and the note in the 8th cause of action described this action is dismissed without prejudice.

Court then adjourned until 9 O'clock tomorrow morning

Tuesday September 13th A.D. 1892

Court convened at 9 o'clock this Morning pursuant to adjournment.
Present Hon John A. Price, Judge

6387 H. Dague
vs
Viola Wilson et al

And now this cause coming on to be heard upon the petition and the evidence 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 thereto.

Thereupon the court further find that the plaintiff and the defendants hereafter named are tenants in common in the Estate described in the petition that the plaintiff H. Dague has a legal right to the One half thereof, that defendants Zetta Wilson, Columbia Wilson, Cordy Wilson and Esta Wilson each a legal right to the one eighth part thereof,

It is therefore ordered adjudged and decreed that partition of said Estate be made in favor of all parties in interest and James Reed John Wiley and Elisha Wells three judicious and disinterested freeholders of the vicinity are hereby appointed commissioners to make the same, but it is ordered, upon the answer of the said Viola Wilson, ~~that~~ Widow, that if in the opinion of said commissioners said Estate cannot be divided by metes and bounds without injury to the value thereof no dower be assigned and that said premises be appraised free from said dower interest,-

And it is ordered that a writ issue to the Sheriff of Vernon 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 severly found entitled,

And it is further ordered that if said Estate is entire and cannot be divided by metes and bounds that said Estate be appraised free of dower and of his proceedings herein ~~&~~ the said Sheriff is ordered to make due return.

5973

6411

5973 Mary L. Rogers as R. W. Thompson et al

This day came the parties by their attorneys and it being made to appear that the tract of 83 acres being part of the 5th & 8th tract described in the commissioners report and the tract of 148 76/100 acres being the 7th tract described in said report have since the former order of this court been twice offered for sale at public auction and not sold for want of bidders, and it being further made to appear to the court from evidence produced that it is for the best interest of all parties to this suit that said two tracts be sold so as to enable a settlement of said estate to be made and that neither of them can be sold at the price formerly fixed by the court and that the interest of all parties require that a lower figure be fixed. It is therefore ordered by the court that an alias order of sale issue to the Sheriff for the sale of said lands and that the tract of 83 acres be sold at not less than $25. per acre and the tract of 148 76/100 acres be sold for not less than $20. per acre and that the Sheriff report his proceedings without unnecessary delay.

6411 G. S. Stutz admr. of estate of Susan Adams vs H. D. Gill et al.

This day came the said plaintiff but the defendant came not, but made default, whereupon the plaintiff waived a trial by jury and submitted this cause to the court, whereupon the court being fully advised in the premises find for the plaintiff that there is due him from the defendants as alleged in his said petition the sum of one hundred dollars.

Therefore it is considered and adjudged by the court that the said plaintiff recover of the said defendants, the said sum of one hundred dollars and his costs herein taxed at $.—

Wednesday September 14th A. D. 1892

Court convened at 9 o'clock this morning pursuant to adjournment.
Present:
Hon John A. Price Judge

This day appeared at the bar of this court the Grand jury heretofore impaneled and sworn in and for the body of the county of Union Ohio, viz: J. P. Griffith, D. H. Henderson, Lester Cline, M. M. Shipley, George Harriman, Chalmers Langstaff, Albert Berry, David A Temple Hiram Roney, Peter Smith, George A. Liggett, J. A. Moder, W. B. Burgoon J. F. Bennett, and G. W. Stevens and presented to the court, through their foreman D. H. Henderson their certain bills of indictment against Jesse A. Shackelford for Stabbing and Cutting with intent to Wound
Amaza Bell for Unlawfully Obstructing a Highway
Dock Richard for Unlawfully furnishing intoxicating liquor to a Minor
Charles Berry for Unlawfully Selling and furnishing liquors to Minors. Each indorsed "A True bill" and signed D. H. Henderson 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 Sept Term 1892 beg leave to report that they 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 33 witnesses, covering 7 cases and presented 4 bills and ignored 3 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 therefore and for the governments of its inmates have been carried out and properly enforced. We find that there is no light of any kind for the Womens department and we respectfully recomend that the commissioners be directed to supply the deficiency by an electric light
Respectfully Submitted
Sept 14th 1892.
David H. Henderson Foreman

Moses Coe
vs
Jesse W. Good et al

This day this cause came on to be heard by the court on the petition of the plaintiff and the answer and cross petition of the defendant P. S. Donavan, the said defendants, Jesse W Good, Sarah Abraham and Minty Abraham being in default for answer and demmurer to said petition and to said Answer and cross petition and the court being fully advised in the premises doth find as follows, to-wit,

1st. That said ~~plaintiff~~ did on the 24th day of June A D 1892 recover a judgment in this court against said defendants Jesse W. Good, Sarah Abraham and Minty Abraham in the sum of $890 61 with interest on $228 41 thereof at 6% and $662 14 thereof at 8% from april 4th 1892 and his costs expended in that behalf taxed at $8 78 as alleged in said petition; and

2d That said judgment with interest and costs as aforesaid is wholly unsatisfied and that the execution levied upon the premises described in said petition on the 26th day of July A D 1892 as alleged, still subsists as a levy upon said premises; and 3d. That except what may be hereafter found due to the State &c for taxes on the premises aforesaid, if anything, the priorities of the liens of the parties hereto upon said premises, is as follows, to-wit

1st The said P. S. Donivan defendant has the first ~~lien~~ best lien upon the premises aforesaid under his said Mortgage set forth in his said cross petition; and

2d The said Moses Coe plaintiff, has the second and next best lien upon the premises aforesaid by virtue of his said judgment;

Wherefore it is adjudged by the court that said plaintiff is entitled to an order of sale on said premises as prayed in his petition and that he recover of the said defendants Jesse W. Good Sarah Abraham and Minty Abraham his costs in this behalf expended taxed at $ for which execution is awarded,

And it is further ordered by the court that unless the said defendants pay, or cause to be paid plaintiffs said judgment and costs, with the costs hereof within one day 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.

Court then adjourned until Tuesday September 20th 1892 at one o clock P. M.

Tuesday September 20th A.D. 1892.

Court convened at One Oclock P.M. pursuant to adjournment
Present:
Hon John A. Price, Judge.

6359

6435 The Union Banking Co vs D. J. Crindell et al

This day came the Plaintiff by J. H. Kinkade attorney, and thereupon came W. T. Hoops 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 $366.30 It is therefore considered that said plaintiff do recover of said defendants the said sum of $366.30 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. And by virtue of said warrant of attorney, all errors are released, and all right of appeals, and all right to file a petition in Error are waived.

6436 The Peoples Bank vs David Thomas

This day came the plaintiff by its attorney; also came S. S. Gardiner an attorney at law of this court, on behalf of the defendant and by virtue of a warrant of attorney duly executed by said defendant and now produced to the court, and a copy of which is filed with the clerk of this court, entered the appearance of said defendant, waived the issuance and service of process in this action and with the assent of the plaintiff, confessed that the said defendant ~~doth~~ justly indebted to the said plaintiff in the sum of $624.40 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 defendant the said sum of $624.40 together with its costs herein expended, taxed at $

6349 J. W. Robinson Assignee vs J. M. McCloy

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 to which ruling the defendant at the time excepted.

Hiram Inskeep }
6359 vs }
French Inskeep et al }

This day this cause came on to be heard upon the motion of the defendants to set aside the return of the Sheriff and the report of the commissioners heretofore appointed herein as well as upon the motion of plaintiff to have said return of the sheriff and said report of said commissioners approved and confirmed, and evidence was heard by the court upon said motions, and the court being fully advised in the premises do overrule said motion of defendants to set aside said return of the Sheriff and the report of said commissioners. And the court sustain said motion of plaintiff to confirm said return and said report; And thereupon the court having examined said return of the Sheriff and the report of said commissioners found the same in all respects correct and in conformity to law and the former orders of this court, and the court thereupon approve and confirm said return, report and proceedings.

It is therefore ordered, adjudged and decreed that the said Hiram Inskeep hold in severality the part and premises so set off to him by metes and bounds by said Sheriff and said commissioners as set forth in said return and report and free from the dower estate of said Zetta Inskeep. And that the said French Inskeep hold in severalty the part and premises so set off by metes and bounds to him as set forth in said return and report, but subject to the dower estate of said Zetta Inskeep but free from any dower estate of the wife of Hiram Inskeep.

And it is further adjudged and ordered that the costs of this action, including a counsel fee of $156.18 to Porter & Porter attorneys for services herein taxed at $ be paid by the said parties in the following proportions to-wit; Hiram Inskeep one half part and French Inskeep one half part; and the same declared a lien accordingly upon said premises.

Court then adjourned until Monday September 26th A.D. 1892 at one o'clock P.M.

Monday September 26th A. D. 1892.

Court convened at One oclock P. M this day pursuant to adjournment
Present;
Hon John A. Price, Judge.

6373 Charles Crawford vs Clark Spurgeon et al

This day this cause came on to be heard on the demurrer of the Defendant to plaintiffs petition herein filed and the same was argued by counsel and submitted to the court; on Consideration whereof the court do overrule said demurrer.
Thereupon the defendant Drusilla Spurgeon asked and obtained leave to file answer by October 3d 1892

5521 Mercy M. Bland vs Ira Fenner

This day came the parties by their Attorneys; Also came the following named persons as jurors. Viz:-

1 J. L. Hearmon	5 Robert Elliott	9 S. C. Love
2 J. C. McCreary	6 Frank Edwards	10 C. N. Paris
3 Biggs McCullough	7 J. M. Kenney	11 James Gordon Jr
4 H. Longberry	8 P. H. Smith	12 Jacob Schneider

Who were duly impanelled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence And after hearing the evidence and argument in part: the hour of adjournment having arrived. this cause was continued until 8-30 O'clock tommorro- Morning To which time court adjourned

6354

6070

6415-

Tuesday September 27th A. D 1892.

Court convened at 8.30 Oclock this morning pursuant to adjournment.
Present:
Hon John A. Price, Judge

6354 Anna Gabriel vs Myron Gabriel

This day came the parties by their attorneys and in open court waive the calling and empanneling of a jury and by consent of the parties and with the assent of the court submitted this cause to the court upon the pleadings and the evidence.
On consideration whereof the court being fully advised in the premises finds that the right of possession and right of property of the goods and chattles described in the petition were at the commencement of this action in the plaintiff and that they were wrongfully detained from the plaintiff by the defendant. And with the like consent of parties the court find and assess the damages the plaintiff should recover by reason of the said unlawful detention at five cents.
It is therefore considered and adjudged by the court that the plaintiff recover of the defendant the said sum of five cents and her costs herein expended and that the defendant pay his own costs.

6070 James T. Black Receiver vs Howard Bidwell

This day came the parties by their attorneys and this cause was dismissed without prejudice to a new action at the cost of the plaintiff.
It is therefore adjudged by the court that the defendant recover of the plaintiff his costs herein expended, and that the plaintiff pay his own cost.

6415 Oran T. Ballinger vs Alice Ballinger

On application of the defendant and upon her cross petition, it is ordered by the court that the plaintiff be and he is enjoined from selling, disposing of, or in any manner incumbering the land in the cross petition of defendant described until the further order hereof.

6379 Thomas C. Hatcher
vs
David Duncan et al

5221

Now comes plaintiff and offers proof of publication of the pendancy and prayer of the petition herein, and the court find said publication and proof to be in all respects regular and according to law and the orders of this court - and hereby approve the same.

The court further finds 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 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.

It is therefore ordered, adjudged and decreed that the title and possession of the said Thomas C. Hatcher to all and singular the premises in the petition described. To wit; Situate in Liberty Township Union County Ohio. and being part of Survey No 3443. Bounded and described as follows viz; 6405

Beginning at a Stone in the center of the Dean Road and South west corner to lands formerly owned by Charles Toby thence South 77 E 153-64 poles with the center of a county road to a Stone North west-corner to J. R. Hodges land. Thence S 9¾ W 82.8 poles to a stone North East-Corner to A. H. Deans land; thence N 7¾ W 155.28 poles to a stone in the Dean Road; thence S 6¼ W 14.4 poles to a Stake where the East Liberty and Waldo road intersects said Dean Road. Thence with the centre of the East Liberty and Waldo S 37½ W 37.78 poles to a Stone South East-corner to Uriah Cooks land. Thence with said Cooks East-land line N 9½ E 135.8 poles to a stone. Thence S 76½ E. 39 poles to the place of beginning containing 109.45 acres of land, be and the same hereby are quieted as against the defendants and Each and Everyone 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 Thomas C. Hatcher his heirs or assigns thereto. And it further ordered that the plaintiff pay the costs of this action taxed to $ and Execution is awarded.

Mercy M. Bland }
5221 vs }
Ira Ferner }

This day again came the said parties, by their attorneys and also came the jury heretofore impanelled and sworn, and the said jury having heard the remaining 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 empanelled and sworn find the issues in this case in favor of the defendant, and we find that at the time of the commencement of this action the right of possession and the right of property in the property described in the petition was in the defendant; and we assess his damages at $17.00

J. L. Harmon, Foreman

Ellen Bellus }
6405 vs }
Burton Bellus }

This day this case came on for hearing upon the petition of the plaintiff the defendant being in default for answer or demurrer and the court being fully advised in the premises after hearing the testimony of the witnesses find for plaintiff as follows;

1st That the plaintiff and defendant were married as stated in her petition

2d That due notice of the pendancy of this action was served on the defendant.

3d That said defendant was guilty of gross neglect of duty as charged in the petition

It is therefore ordered and adjudged by the court that the marriage relation heretofore existing between the parties be dissolved and that the plaintiff have the custody care and education of said child John M. Bellus and that said defendant be allowed to visit the said child at all proper times, and that the plaintiff recover her costs herein taxed at $

Court then adjourned until 9 o'clock tommorrow morning

Wednesday September 28th A.D. 1892

Court convened at 9 o'clock this morning pursuant to adjournment
Present:
Hon John A. Price. Judge.

6387 H. Dague vs Viola Wilson et al } This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on the motion to confirm the same, and it appearing from said report that said Estate could not be divided by metes and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of said Estate at $700.00 the court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same, And thereupon neither of said parties electing to take the said Estate at its appraised value, on motion of the plaintiff it is ordered that said Estate be sold at public auction and that an order issue therefor to the Sheriff of Union County, and the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

6364 James H. Walker vs John Riley et al } This day came on this cause to be heard upon the demurrer of the defendant to the petition and was argued by counsel and submitted, On consideration whereof the Court being fully advised in the premises does overrule said demurrer, Thereupon the defendants had leave of the court to file answer by October 8th

6396. Ella Vincent vs Cecero Vincent } On this September term of Court of Common Pleas of Union County, Ohio, This cause came on for hearing on the petition of the plaintiff, the defendant being in default for answer and demurrer, And the Court after hearing the evidence do find for the plaintiff as follows to wit; That at the time of the Marriage of the plaintiff to the defendant, the defendant had a wife living from who he was not divorced.

It is therefore ordered, adjudged and decreed that said parties be divorced, and that both parties be released from its obligations, and that the plaintiff be restored to her Maiden Name of Ella Coder, and that she recover her costs taxed at $8.18

850

6438

850 The State of Ohio vs Jesse Shackelford } Indictment for Cutting and Stabbing.

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 of assault and battery, which plea is accepted by the prosecuting attorney and the Court being fully advised in the premises, and the said defendant being enquired 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 Jesse Shackelford pay a fine of twenty dollars, and the costs of this prosecution, and execution is awarded. Nolle Prosequi is entered as to the charge of cutting and stabbing with intent to wound.

6438 Jesse L. Cameron vs L. W. Crain et al }

This day came the plaintiff by his attorney also appeared in open court, for and on behalf of said defendants J. M. Kennedy 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 defendants and waived the issuing and service of process in this action and confessed a judgment on said note against said defendants and in favor of said plaintiff for $225.00 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 recovery said defendants the sum of $225.00, being the amount of said note with interest computed at 8% per cent per annum, and also his costs herein expended, taxed at $

Union County Ohio
To J. B. Taylor and A. B. Swisher Dr
1892 aug 23d Making Autopsy on body of Myrtle C. Bosh interred in the Cemetery at Essex Ohio Seventy five dollars $75.00
This post Mortem examination was made by advice of the Prosecuting attorney of Union County Ohio and was hazardous on account of the extremely septic condition of the body, the latter having died in hot weather and buried four days. 6357
A. B. Swisher Coroner
of Union County, Ohio
The foregoing bill is approved and allowed, and the Auditor of Union County is directed to draw his warrant on the Treasurer of said County in favor of Doctors J. B. Taylor & A. B. Swisher for said sum of $75.00 The Clerk will certify the same to the Auditor of the County. 6337
John A. Price
Judge of Court of Common Pleas.

6363 Alice M. Houston }
vs }
William A. Houston } 6319

This day came the parties by their attorneys and presented this case upon the demurrer by the defendant to the second cause of action in the petition of plaintiff. Whereupon the court overruled the demurrer to said second cause of action and thereupon the defendant excepted to the decision of the court in overruling said demurrer, and the defendant given leave to answer in days 6388 6277

Union County Ohio To S. W. Garwood Dr
1892 Sep 21st Making Autopsy on body of David Thomas who was found dead in Cornfield in Dover township Union Co Ohio (Ten dollars) $10.00 6349
The above was officially done to ascertain cause of death, A. B. Swisher. Coroner Union Co Ohio 6286
Sep 28th 1892. The foregoing bill is approved and allowed. The Auditor of Union Co is directed to draw his warrant on the Treasurer of said County in favor of S. W. Garwood M. D for said sum of $10.00
John A. Price Common Pleas Judge

Court then adjourned until 8-30 o'clock tomorrow morning. 6355

Thursday September 27th A. D. 1892

Court convened at 8-30 O'clock this morning.
Present; Hon John A. Price, Judge

6357 Charles Johnson vs William M. Carlisle } This day this cause came on for hearing on motion of the defendant - to require the plaintiff to attach a copy of the note with all the credits and indorsements thereon to his said petition and the same was argued by counsel and submited to the court, on consideration whereof the court do sustain said motions to which ruling of the court - the plaintiff by his attorney then and there Excepted.

6337 W. S. Rogers Admr vs John O'Shile } This cause is continued by agreement of parties -

6319 O. E. Lincoln vs W. Y. Roots et-al } This cause is continued by agreement - with leave to the plaintiff to Reply in ten days.

6388 Springfield Nat'l Bank vs B. F. Johnson et-al } This cause is continued by the consent of the parties

6277 James Thompson vs B. W. Thompson et-al } This day this cause is continued by order of the court

6349 J. W. Robinson Assignee &c vs J. M. McElroy } Leave is given defendant - until Oct 1st to file answer

6286 O. E. Lincoln et-al vs P. L. Coe et-al } On motion & showing of the plaintiffs this cause is continued at the costs of the plaintiff. It is the order of the court that the defendants recover of the plaintiffs the costs of this term of the court taxed to $ -

6355 Sarah Wright-Adams vs David L. Tussing } On the application and showing of the plaintiff this cause is continued at her costs - It is therefore considered and adjudged by the court that the defendant recover of the plaintiff the cost of this term taxed to $

6311 W. T. Hoops & A. G. Wood Adm
vs
D. J. Hollingsworth

The court having sustained the motion to strike out of the petition the plaintiff not desiring to amend. leave is given defendant until Oct 8th 1892 to answer plaintiffs petition.

6425

6794 The P. C. C & St L Ry Co
vs
Berry Hannewalt et al

By agreement this cause is continued until the January Term - at the showing and costs of plaintiff for the term, - therefore considered that the ~~defendants~~ plaintiffs recover of the ~~defendant~~ plaintiff their costs for the term,

6349

Monday October 3d A. D. 1892

Court convened at One o'clock P.M to day pursuant to adjournment.
Present;
Hon John A. Price, Judge.

6425 Aaron B. Robinson Guardian &c
vs
Samuel Bowdrie et al

This case now coming on for hearing on the petition and the evidence, the court find that the defendant Samuel Bowdrie has been duly served with summons in this case, 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 on his mortgage as set forth in the petition the sum of One thousand and Eleven dollars with six per cent interest from October 4th 1892 -
The court further find that the said sum of $1011.00 with interest is a lien upon said premises described in plaintiff petition -
The court further find that the defendant Samuel Bowdrie executed and delivered to plaintiff his mortgage on the premises described in plaintiffs petition and the same was duly recorded in the mortgage record of Union county and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken.
It is therefore considered by the court that the plaintiff recover from the defendant the said sum of $1011.00 and his costs herein expended -
And it is further adjudged and decreed that unless the defendant Samuel Bowdre 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 the sum so found due as aforesaid with 6 % interest from Oct 4th 1892 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.

6349 J. W. Robinson Assignee
vs
J. M. McIlroy

This case is settled at the plaintiffs costs, no record. It is therefore considered that the defendant recover of the plaintiff his costs herein expended taxed to $

6302 James B. Wright
vs
Charles E. Harden et al

This cause coming on further to be heard on the cross petition of Susan Merritt Bessie Baker by her next friend C. J. Baker John Markey and William N. Harden and the evidence the court find that the defendant Charles E. Harden has been duly served with notice of the pendancy and prayer of the petition herein by publication and proof of publication being offered is found in all respects regular and according to law and is hereby approved and that he is in default for answer to all said cross petitions and that the allegations thereof are thereby confessed by him to be true. The court find that there is due herein to the defendant Susan Merritt upon the legacy described in her cross-petition under the will of David Wooley deceased the sum of $ as the part thereof chargable to the land described in the petition and it is therefore ordered that 5/6 of said sum be paid to her out of the proceeds of the sale of said land made under a former order of this court and that she deliver within thirty days from the date of this decree a properly and duly executed and acknowledged conveyance to John E. Ross conveying and releasing to him all claim or interest she may have in said land and in default of such conveyance within the time named this decree shall operate as such conveyance. The court further find there is due herein to the defendant Bessie Baker upon the legacy to her mother Caroline Baker deceased formerly Caroline Wooley upon the legacy set forth in her petition in the will of Daniel Wooley deceased the sum of $14.53 by agreement as the part chargable to the land described in the petition and it is therefore on consideration of the court ordered that said sum to-wit $14.53 be paid to her out of the proceeds of the sale of the undivided 5/6 part of said land heretofore made under a former order of this court and that such guardian within 60 days from the date of this decree deliver a legally executed and acknowledged conveyance to John E Ross the purchaser of said premises at said sale conveying and releasing to him all claim or interest she may have in said land, and in default of such conveyance within the time named, this decree shall operate as such conveyance. The court further find that there is due the defendant John Markey from the defendant Charles E. Harden on the promissory note set forth in the cross-petition of said John Markey which note was duly assigned to said John Markey by William N. Harden the payee thereof with interest to April 4th 1892 the first day of this term the sum of $3,212 and that in order to secure the payment of said note the defendant Charles E. Harden executed and delivered to said William N. Harden the mortgage as in said cross-petition described and on the 11½ acres off the east side of premises therein described, but that said Charles E. Harden was sized at the

time of executing said Mortgage of only the undivided 5/6 part of said land described in the petition and the lien of said Mortgage attached only to such interest in said East 11½ acres That said Mortgage was duly recorded in Vol 24 page 337 of the records of Mortgages of Union county and is a good and valid lien on the undivided 5/6 of the East half of said 23 acres described in the petition and that the conditions in said Mortgage have been broken.

It is therefore adjudged and decreed that unless the defendant Charles E. Harden 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 April 1892 the said defendants Equity of Redemption be foreclosed.

The court further find that the defendant William N. Harden was up to the time of the sale heretofore made under a former order of this court possessed of the legal title of the undivided 5/6 of the premises described in the petition under a deed from Charles E. Harden dated Oct 23rd 1891. and entitled to any proceeds of said sale remaining after all liens and claims thereon have been paid.

And the court coming now to distribute the proceeds of said sale made under a former order of this court amounting to five hundred and eighty nine and 37/100 ($589.37) dollars, it is ordered that the sheriff out of the money in his hands pay.

First- To the treasurer of this county the 5/6 of the taxes penalty and interest against said 23 acres of land described in the petition amounting to $26.05

Second- The costs of this action taxed at $85.54-

Third- To Susan Merritt $29.25 by agreement in full of the claim on the undivided 5/6 of land described in the petition

Fourth- To the Bessie Baker $14.53 in full of her claim by agreement on the undivided 5/6 of the land described in the petition

Fifth- To the defendant John Markley the sum of $223. the balance of one half of the proceeds of the sale of said land described in the petition, to apply on the sum heretofore found due him, and there still remaining due to the said John Markley the sum of $ Execution is awarded against the said Charles E. Harden therefor

Sixth- To John B. Wright plaintiff the amount heretofore found due him with interest to Oct 1st 1892. To-wit; $209.00

6220 William Bell }
vs }
Dia Tarpier }

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

1 Robert Robinson	5 J. C. McGhee	9 Frank Edwards
2 James Y. Severn	6 Bigger McCollough	10 John M. Horney
3 Jno M. Longbrake	7 H. Longberry	11 R. H. Smith and
4 J. S. Harmon	8 Robert Elliott	12 S. C. Love

Who were duly impanelled and sworn, and 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 tommorrow morning.

Tuesday October 4th A. D. 1892.

Court convened at 8-30 o'clock this morning pursuant to adjournment
Present:
Hon John A. Price, Judge

853 The State of Ohio vs Charles Perry } Indictment for Selling to a Minor

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 after being fully advised in the premises, it is ordered and adjudged by the Court, that the said Charles Perry pay a fine of Twenty five dollars, and be imprisoned in the jail of Union County for the term of five days; and that he pay the costs of this prosecution for which execution is awarded.

In the Matter of Committe To Examine the County Commissioners Report }

Now comes the prosecuting attorney and the Court being fully advised in the premises it is ordered by the Court, that Robert Smith and John H. Kirkpatrick, be and they are hereby appointed a Committe with Edward W. Potter the prosecuting attorney to Examine the Commissioners Report.

In the Matter of Appointment To Soldiers Relief Commissioners }

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, and he is hereby appointed a Member of the "Soldiers Relief Commission" of Union County Ohio, to serve for the term of Three Years, the term to commence with the expiration of this present term.

6441 John D Rodebaugh vs Mc Kightlinger } Now comes the plaintiff herein and upon his motion, and it appearing to the Court that the Judgment heretofore rendered, in this action to wit; before J H Kirkpatrick J. P. in and for Paris Township, Union County Ohio, and filed in the Common pleas Court on the 8th day of July 1884, for the sum of $45.35, with interest and costs, has become dormant as to lapse of time, and still remains wholy unpaid, it is ordered that said Judgment be revived, unless sufficient cause be shown against the same within 20 days after the service of this order upon the defendant

6430 Alfred Shipley
vs
Daniel S. Ford et al

This cause now coming on for hearing on the petition of the plaintiff, the cross petition of Robert McCrory as Clerk of this court and the evidence, the court find that all the defendants have been duly served with summons in this case and that they are all except Robert McCrory in default for answer and demurrer, and that the allegations of the petition are confessed by them to be true. The court further find that said defendant Robert McCrory does not deny, but admits plaintiffs claim and lien. The court also find that there is due the plaintiff from the defendants Daniel S. Ford and John G. Deshler on the principal promissory note and interest-coupons notes set forth in the petition, including the five per cent attorneys fees asked for and interest to the first day of this term viz; the 12th day of September 1892. the sum of Thirty four hundred and Fifty-two 91/100 ($3452.91) dollars.

6220

The court further find that in order to secure the payment of said principal note, attorneys fees, interest-coupon notes and interest thereon the defendants Daniel S. Ford & Alice A. Ford his wife executed and delivered to Joseph F. Dickinson original Mortgagee their certain Mortgage as in the petition described & on the premises therein described; That said Mortgage was duly recorded in Book 30 Page 328 &c of the records of Mortgages of Union county Ohio and is a good valid and existing lien on the premises described in the petition and that the conditions in said Mortgage have been broken and said Mortgage become absolute. The court further find that the defendant John G. Deshler assumed the payment of said sum due plaintiff.

6397

It is therefore considered by the court that the plaintiff recover from the defendants Daniel S. Ford & John G. Deshler the said sum of $3452.91 with interest at eight per cent payable semi-annually upon all but $150.00 thereof and 6% interest upon said $150.00 from the first day of this term. viz: Sept 12th 1892 and his costs herein expended.

And it is further adjudged and decreed that unless the defendants Daniel S. Ford and John G. Deshler 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 and with interest as aforesaid, the defendants equity of redemption 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. And this case so far as the claim of said cross petition of Robert McCrory Clerk is considered, is continued.

6220 William Bell
vs
Dra Joyner

This day again came the parties by their attorneys also, came the jury heretofore impanneled and sworn in this case and the trial proceeded and the said jury having heard the remaining evidence, the arguments 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 impanneled and sworn, find the issues in this case in favor of the defendant, and allow him $161.24.

James Y. Sevirn,
Foreman.

6397 J M Kennedy
vs
Joel Conklin et al

This day this cause came on for hearing, upon the petition of the plaintiff, the answer and cross-petition of Harrison McVey and the evidence. And the court being fully advised in the premises does find for the plaintiff, on the petition and for the defendant, Harrison McVey, on his cross-petition, and finds that the claim of said plaintiff and Defendant Harrison McVey be and the same is a lien upon said premises described in the plaintiffs petition

It is therefore ordered and adjudged, by the Court, that the said claim of the plaintiff J M Kennedy, and of the defendant Harrison McVey be made a lien upon said real estate, and that unless the same be paid within ten days from this date, said lands be sold, and out of the proceeds of said sale said claim of plaintiff of $107.62 with interest from the 24th day of June 1892, with costs of said ~~suit~~, case taxed at $ be paid and that the claim of said Harrison McVey defendant be paid out of said sale, amounting to $129.53 with interest from this date.

Court then adjourned until 8-30 O'clock tommorrow morning

Wednesday October 5th A.D. 1892

Court convened at 8-30 o'clock this morning pursuant to adjournment.

Present: Hon John A. Price, Judge

6364

Bessie E. Maris }
vs }
6410 William P. Maris }

This cause came on to be heard on the petition, the defendant for answer and demmurrer and the evidence, and on consideration thereof the court find that the said defendant William P. Maris has been legally summoned by publication 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 at that she was at that time a bona-fide resident of Union County, 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 "abandonment" living in a state of adultery," with one Ella George with whom he eloped and "Gross neglect of duty" and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

5521

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

6409

It is further ordered that the custody care Education and control of the said children of the parties hereto be until ~~the~~ further order confided to the said plaintiff exclusively.

It is further ordered and adjudged that the said plaintiff have and possess as and for alimony the following real estate in fee simple, absolute, forever, being all of lot No 34 in Union Centre Union County, Ohio, bounded and on the north by the Delaware and Bellefountain pike - on East by George Foyth land, on the south by George Foyth - land and on the west by W. H. Denton's land and being in Taylor township in said county, and the said defendant is hereby ordered to convey said premises and the improvements thereon and all the appurtenances thereunto belonging to said plaintiff her heirs and assigns forever by a good and sufficient deed in fee simple free from any right of estate of said defendant for courtsey or otherwise therein. and it is further ordered that upon the failure of the said defendant to execute said conveyance within five days from the entry hereof that this decree shall operate as such conveyance and in that case it is ordered the clerk cause so much of this decree to be recorded in the office of the Recorder of this county as will show such change of title

It is further ordered and adjudged that the defendant pay the plaintiff as her reasonable alimony in money the sum of $500.00 and the same is hereby made a lien upon all the real estate of said defendant and in default of such payment for three days. Execution is awarded.

It is further ordered that plaintiff pay the costs of this proceeding and Execution is awarded.

6364 S. S. Gardiner, Guardian
vs
W. M. Haines et al

This day this cause came on to be heard on demurrer to plaintiffs petition, demurrer sustained and action dismissed at costs plaintiff. It is therefore considered and adjudged that the plaintiff pay the cost herein taxed at $.

5521 Mercy M. Bland
vs
Ira Fenner

This day came on this cause to be further heard on the Motion for Judgment on the verdict rendered in the case. Whereupon it is considered ordered and adjudged by the court that the defendant recover of the plaintiff the amount of said verdict, to wit; the sum of One hundred and Seventy dollars and his costs herein, not herein before adjudged taxed to $ -

6409 Sarah H. Lawson
vs
G. A. Culbertson

This day came the parties and the defendant withdrew his answer and waived a trial by jury and submitted this case to the court and consented that the court enter up Judgment against him in the plaintiffs favor for the amount claimed in the plaintiffs petition. Whereupon the court find there is due the plaintiff from the defendant on said account the sum of Three Hundred and thirty four & 60/100 dollars. It is therefore considered, ordered and adjudged by the court that the plaintiff recover of the defendant said sum of Three hundred and thirty four dollars and sixty cents and her costs herein taxed to $ -

6365 R. C. Moulton et-als partners as the Bank of Woodstock vs O. Burgess Davis

This day came the parties and waived a trial by jury and submitted this case to the court. Whereupon the court being fully advised in the premises doth find for the plaintiffs on the issues joined in the case and doth assess the damages being the value of the barn in favor of the plaintiff against the defendant the sum of Three hundred dollars. 831

It is therefore considered and adjudged by the court that plaintiffs recover of the defendant the sum of $300.00 for said barn and their costs herein expended taxed to $

6305 Johanah Keays vs Russel T. Rickman et-al

This day came on this cause to be heard by the court, and the court being fully satisfied that due notice hath been given to all the defendants by notice duly published of the pendancy of this proceeding, and upon sufficient proof being satisfied in the premises, doth find the allegations of the petion to be true and that a cloud doth hang over the title of the plaintiff in the land in the petition described by reason of the facts alleged in said petition and doth find that there are no heirs at law of the said Russel Rickman dec^d except those mentioned in said petition who have conveyed said land to the plaintiff and that she hath obtained deeds of conveyance therefor from all the living heirs of the said Russel Rickman dec^d, and therefore it is ordered and decreed by the court that all the defendants and all persons claiming to be heirs of Russel Rickman including the persons named in said petition as Hannah Rickman and Oliver Rickman if living and all persons whose names and residence are unknown who claim to be heirs of said Hannah Rickman and Oliver Rickman if any there be are enjoined by decree of the court from making any claim in said land or disturbing the possession of this plaintiff who's her title and possession is forever by the court quieted in her against all of said defendants and all said claimants and pretended claimants and this decree shall operate as a full and complete quiet to her in said land bought by her from all the said heirs of said Russel Rickman deceased interested therein and the court order the plaintiff to pay the costs of this proceeding taxed to $ 6377 6401

Court then adjourned until 9 O'clock tommorrow morning.

Thursday October 6th A.D. 1892

Court convened at 9 o'clock this Morning pursuant to adjournment.
Present:
Hon John A. Price, Judge

The State of Ohio }
vs } Indictment for obstructing a Highway.
851 Amaza Bell }

Now comes the prosecuting attorney on behalf of the State of Ohio, 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 thereupon it was ordered by the Court: that the defendant Enter into a recognizance in the sum of $200.00 with sufficient sureties to the satisfaction of the Clerk of this Court Constitioned that he appear on the 1st day of the next term of this court, to which time this cause is continued.

The Aultman Taylor Co }
vs }
6377 Thomas Paler }

This day this cause came on to be heard on the petition of the plaintiff and the evidence, the defendant being in default for answer or demurrer and the court being fully advised in the premises do find that the defendant is indebted to the plaintiff in the sum of one hundred and twelve 80/100 dollars as the plaintiff in his petition hath alleged.
It is therefore considered by the court that the plaintiff recover of the defendant said sum of $112.80 with 8% interest from the 1st day of October 1892 and also his costs herein taxed &c.

Byland Napier }
vs }
6401 Julia Napier }

This day this case is dismissed without prejudice for want of prosecution by the plaintiff and at his costs. Costs Paid.

Marysville Oct 6th 1892

Union County
To Thomas Martin Sheriff Dr
For annual allowance under Section 1231 for the year 1892 $300.00
Oct 6th 1892 Approved & ordered paid
John A. Price, Judge

Sheriffs Office Union County, Ohio
Marysville Ohio Oct 6th 1892

To Hon. John A. Price, Judge
The Court-charges for the September term A D 1892 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 23 Witnesses	2.30
To Making 23 Copies Grand Jury Witness	2.30
To 245 Miles travel Grand Jury Witnesses	19.60
To Calling Grand jury	.12
To " 23 Grand Jury Witnesses	1.15
To J. W. Lawrence 23 days Baliff	46.00
To T. A. Martin 23 days "	46.00
Total	126.47

I hereby certify the above bill to be correct.
Thomas Martin
Sheriff Union County O

To the Clerk of court, Union County.
You will make Entry of the bill and certify the same to the County Auditor
John A. Price
Judge Common pleas Court

6356

Union County Ohio.
Court of Common pleas Dr, To Mrs D A M Keterick for Jurymans Suppers — $9.50
Signed Mrs D A M Keterick
"This was a case where the meal was brought to the jury room
Thos Martin Sheriff
Oct 6th 92, approved and ordered paid,
John A Price Judge

Union County Common pleas court
Dr to Mrs D A M Keterick, for Jurymans Support $8.00
Mrs D A M Keterick.
Oct 6th 92. Approved and ordered paid
John A Price Judge,

Court then adjourned to meet October 13th 1892 at 8.30 O'clock A. M.

Thursday October 13th A. D. 1892

Court convened at 8-30 Oclock this Morning pursuant to adjournment.
Present:
Hon John A. Price Judge

Sheriffs office Union County Ohio
Marysville Ohio Oct 13th 1892

To Hon John A. Price Judge
The court charges for the September (adjourned) Term A. D. 1892 Union County Common pleas are due for Services rendered and are as follows;

Union County Ohio

	To Sheriff Thomas Martin		Dr
To G. W. Lawrence	Baliff	1 day	2.00
To E. A Martin	"	1 day	2.00

I hereby certify the above bill is be correct.
Thomas Martin Sheriff

To the Clerk of Court - Union County Ohio
You will Make Entry of the bill and certify the Same to the County Auditor
John A. Price
Judge Com Pleas Court

6356 C B Gurtner vs J H Warfelman et al } This day on Motion of the defendants, this Cause is dismissed without prejudice, for want of prosecution, at the costs of the plaintiff, It is therefore considered and adjudged that the plaintiff pay the costs herein made Taxed at $- No Record to be made

Thursday, October, 13th AD. 1892.

No 6363. Alice M Houston vs William A. Houston

This day this cause came on to be heard upon the petition of the plaintiff, the answer of the defendant thereto and the reply of the plaintiff to the said answer, and the Evidence produced by both parties, and was argued by counsel, and the Court being fully advised in the premises do find;

That, there is due to the plaintiff, upon her first cause of action as set forth in the petition for the Maintenance of said child the sum of $250.00, and that she ought to recover of the defendant upon said cause of action said sum,

It is therefore considered and adjudged by the Court, that the plaintiff recover of the defendant on her said first cause of action said sum of $250.00 and also her costs hereinafter adjudged.

The said cause further coming on to be heard, upon the second cause of action set forth in plaintiffs petition for Alimony, and the Court after hearing the evidence, the argument of counsel and being fully advised in the premises do find that the plaintiff ought to recover in said second cause of action the sum of ($1500.00) fifteen hundred dollars. It is therefore adjudged and decreed that the plaintiff recover of the defendant as alimony and further support of their said child Grace, said sum of $1500.00 and the Court adjudges and decrees the same to be paid as follows, 6220

$250.00 in three months from October 13th 1892,
$250.00 in one year and three months, from said last mentioned date,
$250.00 in two years and three months from said date
$250.00 in three years and three months from said date,
$250.00 in four years and three months from said date, 6291
$250.00 in five years and three months from said date.

Interest;

Said payments to be without interest until they become due and payable respectively, after due and payable to draw interest.

It is further adjudged and decreed that the plaintiff is to have no further claim on the defendant for the support or Education of said child in any manner, but that the above sum so decreed is to be in full payment and satisfaction for the support and education of said child and for Alimony.

It is further adjudged and decreed that the sums herein adjudged and decreed to the plaintiff, to wit; seventeen hundred and fifty dollars in all, be adjudged, decreed and declared a lien upon the real estate of the defendant in the village of Marysville, in said County of Union, And that his estate and interest in said real-estate in said village be according to the division and partition of all the real-estate, of which Christopher Houston died seized in said village of Marysville, as made by the Widow and the children of said Christopher Houston, deceased. So that said lien is declared to be upon the interest and

Share of defendant, in the real estate deeded jointly to defendant and his brother Fredrick Houston in said division, between said widow and heirs to wit; a part of Lot No 51 and lot 28 and parts of lots No 38. and 47. as described in said deed, and in the default of the payment of either, or any of the above sums so decreed to plaintiff it is ordered that execution, or orders of sale be issued by the Clerk to carry the above judgments and decree into effect and execution according to law.

It is further adjudged and decreed that the defendant pay the costs made in this action, herein taxed to $.- in default whereof, that the proper process issue to collect the same,

And thereupon the defendant gave notice of his intention to appeal this action to the Circuit Court, so far as it relates to the judgment and decree as allowed by the court in the second cause of action of the plaintiff

6220 William Bell vs Dra Taynor

The jury in this case on a former day of this term returned a verdict for the defendant, and assessed the amount due him at $161 74 and no motion for a new trial having been made. It is therefore considered by the Court that the said defendant recover from the said plaintiff the said sum of one hundred and sixty one and 74/100 dollars, together with his costs herein expended and taxed to $

6291 Walkins Bros. vs Geo G Welch

This day this this cause is settled and dismissed by the parties at the cost of the plaintiff.

Judgment against plaintiff for costs,

Times for Holding Courts.

6415

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 the Village of Cary, in the County of Wyandot and in the State of Ohio, on the third Tuesday of October AD 1892 to fix the times for commencing the terms of Court in said District for the Year 1893, all of said Judges being present; it was ordered; that terms of Court in the several Counties of the Tenth Judicial District of the State of Ohio during the year 1893 be held at and from the dates following, commencing at the hour of Eight o'clock in the Morning of said Several days.

To wit;

In Crawford County,	January	2d	April	4th	September	11th
" Hancock "	January	2d	March	20	October	2
" Hardin "	February	20	June	5	September	4
" Logan "	February	13	May	8.	October	16.
" Marion "	February	20	May	15.	October	23
" Seneca "	January	9.	April	10	November	13
" Union "	January	9	April	3.	September	11
" Wood "	February	13	May	15	September	11
" Wyandot "	January	23	May	15	October	9.

In testimony of which we have hereto set our hands at the date herein ~~before~~ set forth

(filed & Recorded Oct 22d 1892
R M Corry Clerk.)

John A Price
J K Ridgely
Artemus B Johnson
Caleb H Norris
Allen Smalley
} Judges.

Tuesday October 18th 1892

Oren F Ballenger
vs
6415 Alice Ballinger

This day came the parties by their attorneys and this Cause, was submitted to the Court, upon the petition, cross petition and the evidence. On consideration whereof, the court being fully advised in the premises do find against the plaintiff on his petition
The Court find for the defendant upon her cross petition, and that her residence is as therein stated, and that the purchase money for the land described in her cross petition was paid by her as therein stated
The Court further find that the said plaintiff has been guilty of gross neglect of duty, and that by reason thereof the defendant is entitled to a divorce, and the custody of said infant child and reasonable alimony.

It is therefore decreed by the court that the plaintiff within three days from this date convey all his interest in said lands in Paulding County to the defendant and in default that this decree operate as such conveyance, and the defendants interest in said lands is decreed to defendant as part of her alimony.

It is further decreed that the Marriage relation heretofore existing between the said parties be and the same is hereby set aside and wholy annulled, and the care and custody of said infant child is decreed to the defendant

It is further decreed that the plaintiff pay the defendant as her Alimony the sum of One hundred and fifty dollars; to be paid as follows; Fifty dollars in three Months, Fifty dollars in one Year and Fifty dollars in Eighteen Months from this date and in default of payment, that execution issue therefor

It is further decreed that ten dollars of the cost in this case be paid by the plaintiff and that the ballence of the cost be paid by the defendant.

Tuesday October 13th AD 1891

6367 Timothy Fahey
vs
John R Dixon,
Sabria Dixon and,
Jeneatte Winslow

This day this cause came on to be heard upon the Petition and the evidence, and was argued by Counsel upon consideration whereof, and being duly advised in the premises the Court do find that the said defendants, and each of them have been duly served with notice of the filing and pendancy of the petition in this proceeding, but have failed to answer or demur thereto, and have made default herein, and that thereby the allegations of the petition are by them confessed to be true;-

And the Court do find that there is due to the said plaintiff upon the promissory note mentioned and referred to in the first Cause of Action in plaintiff's petition the sum of $101.56. with interest thereon at the rate of 8 per cent per annum from the date of the entery of this decree; that in order to secure the payment of said promissory note, the said John R Dixon and Sabria Dixon his wife (who joining therein, relinquished and released to the said plaintiff her contingent right of Dower in said premises) and Lucy A Coffman executed and delivered to the said plaintiff, his heirs and assigns their certain mortgage deed, upon the real Estate mentioned and described in the petition; that said Mortgage deed was duly filed for record with the Recorder of Union County, Ohio, on the 21st day of April AD 1888, at 7.55 o'clock A.M. and was duly recorded in the records of Mortgages of said County, in Vol. 25 page 362; that the conditions of said Mortgage have been broken and that the plaintiff is entitled to have the real Estate described in the petition sold in payment of the same.

And the Court do further find that since the execution of the said mortgage, the said Lucy A Coffman, has died, and that the said Jeneatte Winslow has succeeded to all her rights in said premises. And the Court do further find that the principal of the note described in said mortgage is not yet due, but that there will become due thereon to the said plaintiff on the first day of April 1893. the sum of $600.00 with interest thereon from the first day of October AD 1891. at the rate of 8 per Cent per annum payable annually.

And the Court do further find that there is due to the said plaintiff upon the Judgment mentioned and referred to in the Second Cause of Action in the petition of the said plaintiff from the said defendant John R Dixon the sum of $430.18. together with interest on the sum of $412.13. at the rate of 8 per cent. per annum payable annually from from the date of the entry of this decree. and that subsequent and postponed to the lien of the said plaintiff hereinbefore mentioned, the same is a valid and subsisting lien upon the undivided one half of said premises, after the payment of

find for plaintiff

and the Court do further find that defendants are indebted to said plaintiff upon the second cause of action in said petition the sum of $768.60 together with interest thereon at the rate of 8 per cent per annum from the date of the entry of this decree; and also the further sum of $40.00 as reasonable attorney's fee to be taxed as part of the costs in said cause upon said petition.

First Cause of action

the prior lien of said plaintiff — It is therefore considered, adjudged and decreed by the Court, that, unless the said defendants pay or caused to be paid to the clerk of this court, the costs of this case, and to the said plaintiff the amount of his said claim first herein ascertained, (within five days from the entry of this decree) an order or orders issue to the Sheriff of Union County Ohio, commanding him to cause the real estate described in the petition to be appraised, advertised and sold, as upon execution at law, and that he bring the proceeds of such sale into this Court to abide its further orders thereon —

It is further ordered that this cause stand continued until the next term of this Court.

Timothy Fahey, doing business as
Fahey's Bank of Marion Ohio.
No 6368 vs
John R Dixon, et al
and Sabria Dixon his wife.

This day the cause came on to be heard upon the petition of the said plaintiff, and the evidence, and was argued by Counsel; Upon consideration thereof, and being fully advised in the premises, the court find that the said defendants, and each of them have been duly served with notice of the filing and pendency of the petition in this proceeding, but have failed to answer or demur thereto, and have made default therein, and thereby the alegations of the said petition are by them confessed to be true.

And the Court do further find that there is due to the said plaintiff from the said defendant John R Dixon, upon the promissory note mentioned and referred to in the second cause of action in his said petition from the said defendant John R Dixon the sum of $48.60 with interest at the rate of 8 per cent per annum, from the date of the entry of this decree payable semi-annually, as mentioned and set forth in said petition.

And said the Court further find that there is due to the said plaintiff from the said defendant John R Dixon upon the promissory note mentioned and referred to in the second cause of action in said petition the sum of $769.60 together with interest thereon at the rate of 8 per cent per annum from the date of the entry of this decree, and also the further sum of $40.00 as reasonable attorney fees in said petition.

The court further find that in order to secure the payment of the promisory notes hereinbefore referred to the said defendants John R Dixon and Sabria Dixon, his wife, (who thereby released and relinquished her contingent right of dower in said premises), Executed and delivered to one William H Coffin their certain mortgage deed, and thereby conveyed to the said William H Coffin his heirs and assigns the real estate mentioned and described in the petition; that the said plaintiff, Timothy Fahey, doing business as Fahey's Bank of Marion Ohio, is now the owner and holder of said Mortgage. That the same was duly filed for record with the Recorder of Union County, Ohio, on the 27th day of April AD 1885, at the hour of 1.40 o'clock P.M. and was by him duly recorded in the records of Mortgages of said County in Vol 22 page 192 & 193. that said mortgage is a valid and subsisting lien upon upon the premises described in the petition, and that the conditions of said mortgage have been broken, and that said plaintiff is entitled to have the equity of redemption of the said defendants in said real estate foreclosed.

The court further find that there is due to the said plaintiff from the said

6451

John R Dixon, upon the promissory note mentioned and referred to in the fourth Cause of action in said petition, the sum of $984,57 together with interest from the date of this decree, at the rate of 8 per cent per annum payable annually. — And the Court do further find that in order to secure the payment of said promissory note the said John R Dixon and Sabria Dixon his wife, (who joining therein, thereby released and relinquished her contingent right of Dower in said premises) executed and delivered to the said plaintiff their certain Mortgage deed, and thereby conveyed to the plaintiff, his heirs and assigns the real Estate in the petition described; that said Mortgage deed was duly filed for record, with the recorder of Union County Ohio, on the 14th day of October AD 1887, at the hour of 12 o'clock P.M. and was by said recorder duly recorded in the records of Mortgages of said County, in Vol. 24, Page. 443. That the Conditions of said Mortgage have been broken, and that the said plaintiff is entitled to have the defendants Equity of redemption in said real Estate foreclosed; that said Mortgage is a valid and subsisting lien upon the premises described in the petition, and subsequent in priority only to the Mortgage hereinbefore described.

And the Court do further find that there is due from the ~~said~~ defendant John R Dixon, to the said plaintiff upon the judgment mentioned and referred to, in the fifth Cause of action in the petition of the plaintiff the sum of $430,18 together with interest on the sum of $417,13, at the rate of 8% per annum payable annually from the date of the entry of this decree, and that the said sum is a valid and subsisting lien, upon the real estate described in the petition from the 29th day of October AD 1891.

It is therefore ordered and adjudged and decreed by the Court that unless the said defendants John R Dixon and Sabria Dixon 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 several amounts, hereinbefore found due him, an order, or orders of Sale 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 of law, that he bring the proceeds of such sale into this court to abide its further orders thereon

It is therefore ordered that this cause stand Continued until the next term of this court.

In Chambers

E R Holsenpeller
vs
Philip Lynd.

6451

In Union County Court of Common Pleas,

Before, the Hon John A Price, judge, of said Court.

Nov 4th AD 1892, In Vacation,

This day came the parties by their attorneys before the Hon. Judge above named, and submitted the motion of defendant to Vacate the injunction heretofore granted in this case, which motion was heard upon the evidence, and argued by Counsel.

On consideration whereof the court being fully advised in the premises find that before the injunction was granted in this case, an excavation had been made for the purpose of putting in the scales mentioned in the petition, and that when the injunction was sued the stopping of said work left an unsightly and dangerous Excavation in the street

It is ordered by the Court that the injunction heretofore granted by the Probate Judge be so modified that the defendant May go on and complete said scales, and use them until the final Hearing hereof. But nothing in this modification shall prejudice any right of the plaintiff, or any remedy to which he may finally be held to be entitled.

Done at Chambers, this 4th day of November AD 1892

John A Price, Judge of Court
of Common Pleas.

In Vacation. Tuesday August 23rd, 1892.

Nelson P. Thompson and
Michael Cody, plaintiffs
No. 6421. vs.
John Stokeley et als, defendants.

On motion of the said Nelson P. Thompson and Michael Cody, by their attorney and it appearing from the affidavit of the said Nelson P. Thompson and Michael Cody that the names and residences of the heirs and devisees of the following persons now deceased to wit: John Stokeley, Gilbert Allen, Mary Armstrong, James B. Beadon, Elizabeth Beadon, Mary M. Beeson, Elizabeth Cornwell, Lydia Craig, Eliza Cox, William Cox, Penelope Camp, George W. Camp, Otho Craig, Thomas Craig, Samuel Craig, M. B. Craig, Shepherd Yates Cornwell, John Cornwell, Jr., John Cornwell, Sr., William Craig, George Cornwell, Jr., George Cornwell, Sr., Ann Eliza Cornwell, John W. Cove, Eliza Cove, Eliza Cornwell, William Cubbison, Elizabeth N. Cubbison, George S. Craig, John S. Craig, J. W. Craig, Hester Dunlap, Parnelia Dickinson, Ann Dickinson, Nancy Dickinson, Thomas Dickinson, Esther Dunlap, Elizabeth Ann Dickinson, Elvira Dickerson, Elizabeth Dens, Albert Dens, Isaac Davenport, Davenport and Allen, Mary Davidson, Thomas Davidson, Joseph P. Davidson, John Davidson, Mary Ewing, George Ewing, Nathaniel Ewing, John Ewing, James Ewing, Mary Francis, Robert Francis, Newton D. Hufty, Elizabeth D. Hufty, George B. Kurtz, James Kurtz, Julia Kurtz, Jeremiah Kurtz, Ann P. Leyburn, Alfred Leyburn, William R. Lloyd, Jane S. Lloyd, Daniel Murdock, Robert Means, Amanda H. Mather, Sarah E. Mather, Samuel B. Mather, John McCullough, Pamelia McCullough, Betty Mitchell, Margery Murdock, Nancy Miller and ——— Miller, her husband, Mary Meason, George Meason, Cynthia Miller, Hiram Miller, John H. Miller, Ann Miller, Reson Parks, Nancy Parks, William Price, Lucy Price, Wm. D. Price, John H. Price, Alexander Price, James P. Price, Cornelia Porter, David Porter, Nelson Porter, Cornwell Porter, Eliza Porter, James Reynolds, Eliza Roberts, Samuel Roberts, William Roberts, Elizabeth Roberts, Frances Price, Maria Price, Samuel Stokeley, Nancy Smith, Mary Stokely, Theodore Smith, Thomas Smith, Warrick Smith, Joseph B. Smith, John Smith, Amos Smith, Mary Smith, Jacob Shumaberry, Elmira Shumaberry, Benjamin Stokely Sr., Lyne Starling, Silas G. Strong, Beal Sellman, Mountford Stokely, Eucretia E. Stokely, Benjamin Stokely Jr., Euclid Stokely, John Stokely son of Benj., Addison Stokeley, James Addison Stokely, Tecumseh Stokely, Beori Tecumseh Stokeley, Baynes Stokeley, Elizabeth Stokely, Ben Stokely, Thomas Stokely, J. A. Stokely, Mrs. J. M. Steed whose given name is unknown wife of J. M. Steed, John Van Hook, Maria Veech, James Veech, Amaretta Turner, William Turner, Prudence Tennas, Mary D. Thompson, Polyzena White, Elizabeth A. Wood, Elizabeth Williams, Francis P. Wilson, F. P. Wilson, Louisa Wilson, William Wilson, Ella Wallace, John H. Wallace, Hiram White, Jane White

are unknown to the said plaintiffs it is ordered as to them service be made by publication for six consecutive weeks in manner perscribed by statute in case of non-resident defendants.

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

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Monday, December 5th AD 1872

Court convened pursuant to adjournment, at one O'clock P.M. Hon John A Price, Judge presiding
Thomas Martin Sheriff, -
Attest R M Orwig
Clerk.

Moses Cox
vs
6407 Jesse W Swadener et al

On motion of the plaintiff, and on his producing the return of the Sheriff, of the Sale, 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 Sheriff convey to the purchaser Robert J Eason, 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 allowed to put said purchaser in possession of said premises

It is ordered that the clerk cause satisfaction of the mortgage herein set forth on cross-petition 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, $4102.20 it is ordered that the Sheriff, out of the money in his hands pay -

1st to the treasurer of said County the taxes against said property, to wit the sum of $.

2d. To the clerk of this court the costs of this action taxed to $

3d To the cross-petitioner, P S Donovan, or his attorney the amount heretofore found due him with interest to date of sale, to wit; $

4th To Plaintiff Moses Cox, the amount heretofore found due him, with interest to day of sale to wit, $,

5th To defendants, Sarah Abraham & Minty Abraham the ballance of the money remaining in his hands, if any there be, to wit; $.

5973

Mary L Rogers
vs
5973 Robert H Thompson

This day came the following parties to wit, Wm H Fisher, J B Sprague, Adlard Brothers, and Rudolph Graff & Co, and ask to file their answer and cross petition, against George E Thompson, and Elizabeth Thompson, widow of James Thompson, deceased, whereupon consideration of the Court, leave is given to file said answer & cross petitions of the above parties and the same is filed, -

5973

Monday December 5th AD 1892

Mary L Rogers
vs
5973 Robert W Thompson et al

Now comes on this cause to be heard on the answer and Cross petition of Riddle & Graff & Co, against George E Thompson and Elizabeth Thompson, whereupon the Court being fully advised in the premises do find the allegations of said answer and cross petition to be true, and that there is due to said Riddle and Graff & Co, from the said George E Thompson and Elizabeth Thompson on the Judgment in said answer and cross-petition described the sum of Twenty two, and 64/100, and $2.50 costs, with 6% from December 5th 1892, which was a lien upon the interest in said lands in the petition belonging to George E Thompson and Elizabeth Thompson from September 12th 1891. Therefore it is considered and adjudged by the Court that out of the proceeds of the sale of the lands described in the petition, belonging to George E Thompson and Elizabeth Thompson be paid to Riddle and Graff & Co, $22.64 and costs $2.50 with 6% interest from December 5th 1892, in satisfaction of said Judgment,

Mary L Rogers
vs
5973 Robert W Thompson et al

Now comes on this cause to be heard on the answer and Cross Petition of F B Sprague, against George E Thompson whereupon the Court being fully advised in the premises do find the allegations of the said answer and Cross petition to be true, that there is due to F B Sprague, from said George E Thompson, on the answer and Cross petition the sum of Forty five and 10/100 dollars, and $2.40 costs, on said Judgment which was a lien on said George E Thompson's interest in the land described in the petition from September 2d 1891. Therefore it is considered and ordered by the Court, that out of the proceeds of said land, of the interest of George E Thompson be paid to F B Sprague, the sum of forty five and 10/100 dollars, with 6% interest from December 5th 1892, and costs in satisfaction of said Judgment,

Mary L Rogers
vs
5973 Robert W Thompson et al

Now comes on this cause to be heard on the answer and cross petition of Adlard Brothers, against George E Thompson and Elizabeth Thompson, whereupon the Court being fully advised in the premises, do find the allegations of said answer & cross petition to be true, that there is due to said Adlard Brothers from the said George E Thompson and Elizabeth Thompson, on the Judgment in said answer and cross petition described the sum of Twenty nine and 48/100 dollars, and Two & 40/100 dollars costs costs on said Judgment, which was a lien on said George E Thompson and Elizabeth Thompson's interests in said land described in the plaintiffs petition from the 15th day of September 1891. Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E Thompson & Elizabeth Thompson be paid to Adlard Brothers Twenty nine & 48/100 dollars, & 2.40 costs with 6% interest in satisfaction of said Judgment from the 5th day of December 1892.

Monday December 5th 1892

5973 Mary L Rogers vs Robert W Thompson et al

Now this cause comes on for hearing on the answer & Cross petition of Wm W Fisher & Co, against George E Thompson one of the defendants, whereupon the court being fully advised in the premises, do find the allegations of the said answer & cross petition to be true, and that there is due to the said Wm W Fisher & Co, from the said George E Thompson on the judgment in said answer and cross-petition described the sum of Therty three and 06/100 dollars, with 6% interest from Dec 5th 1892, and $2.85 costs, which which was a lien on the said George E Thompson's interest in the lands described in said petition from August 31st 1891, Therefore it is considered and ordered by the court, that out of the proceeds of said lands, the said interest of the said George E Thompson be paid to Wm W Fisher & Co Thirty three and 06/100 dollars with 6% interest, from the 5th day of December 1892 and $2.85 costs in satisfaction of said Judgment,

6430 Mary Shirk vs Aaron Shirk et al

This cause came on to be heard upon the petition of the plaintiff, the defendants being in default for answer and demurrer, and this cause was argued by Counsil on consideration whereof, and it appearing to the satisfaction of the court that all and every one of said defendants, have been duly notified of the bringing and pendency 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 J M Kennedy attorney for said plaintiff that by the oaths of J. Charles Kennedy, Jonas B Cline, and George Obrress, judicious, disinterested freeholders of the County upon actual view of the premises do set off in the following proportions to wit. To Mary Shirk, plaintiff, Four Ninetths, (4/9) of said Estate being and including John Shirks share herein, —

2d To said Aaron Shirk, one Equal one Ninetth (1/9) part thereof

3 To Henson Shirk, one Equal one ninetth part (1/9) thereof.

4 To Ladusky McMullen, one equal one ninetth (1/9) part thereof,

5 To Susan Reed one equal one ninetth part (1/9) thereof

6 To Josphene Ream one equal one ninetth part thereof

If the same can be done without manifest injury to the value thereof, If not, then that said premises be appraised at its true value thereof in money, and it is further ordered that a writ of partition issue to the Sheriff of Union County, commanding him to cause said partition to be made accordingly,

6399,

6441

Monday December 5th AD 1892

E A Fuller
vs
6399. Margaret Nash 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, E.A. Fuller by deed according to law the property so sold; 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 satisfactions 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 Two hundred and Twenty five 10/100 Dollars, it is ordered that the Sheriff, out of the money in his hands pay First,

To the Treasurer of this County, the Taxes, penalty and interest against said property. $27.00

2d The costs in this action, Taxed at $45.93

3d To the plaintiff E A Fuller, the ballance of said $225.10 to wit the sum of $152.50 to apply on as follows, $927 to apply on his second Cause of action, that amount being the value of the contingent dower, Estate of said Terry Nash in said premises, and the ballence to apply on his first Cause of action, and execution is awarded for the remainder of said Judgment.

J. D. Rodebaugh
vs
6441 William Knightlinger

This day this cause came on to be heard by the court and the Court finding that said defendant has been duly served with a copy of the conditional order of revivor heretofore issued herein; and have failed and still fails to show sufficient cause why said judgment herein should not stand revived as prayed for by said plaintiff; It is ordered by the court that said judgment herein for the sum of Sixty Eight and 47/100 Dollars and $ costs with interest at 6% per annum be and the same doth stand revived against the said William Knightlinger, and that the plaintiff recover against him his costs in and about this proceeding of revivor incurred and expended, taxed at $

Monday December 5th 1892

6424 A J Murphy
vs
John Duffey et al

And now this cause coming on to be heard upon the petition and answer of John Duffey one of the defendants and the evidence, the Court find that the defendants have had legal notice of the pendancy and demand of the said petition, and that with the exception of those above named, are in default for answer and demurrer thereto

Thereupon the Court further find that the plaintiff and defendant hereinbefore named are tenants in common in the estate described in the petition; that the plaintiff A.J. has a legal right to the one half thereof, and the defendant John Duffy a legal right to one half thereof, and that the plaintiff is entitled to have partition of said estate made as prayed for in his petition, It is therefore ordered and adjudged and decreed that partition of said estate be made in favor of all parties in interest. And David Newhouse, and , three judicious disinterested freeholders of the County 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 parts and proportions of said estate which are severally found entitled, And is ordered by the Court that if said Estate is entire, and cannot be divided by Meters and bounds that said estate be appraised and so reported - And of his proceeding herein said Sheriff is ordered to make due return, 6427

6453 James Cutler
vs
F L Debolt
Sarah Debolt his wife,
and Bank of Richwood.

This Cause came on for hearing on the petition of the plaintiff, and the defendants, F L Debolt and Sarah Debolt his wife having been duly ~~summoned~~ served with Summons, and being in default for answer or demurrer, the Court find that the allegations of the petition are confessed by them to be true, and that the defendant F L Debolt executed and delivered the notes set out in said petition, and that to secure the payment thereof he executed and delivered the Mortgage deed in the petition described, ~~that~~ on the premises therein described That said Mortgage was duly recorded in volume 21. at page 440. of of Union County Ohio, Records of Mortgages, and is the first and best lien on the premises described in the petition 6242

Monday Dec 5th AD 1892

The Court further find that the plaintiff is the legal holder and owner of said Notes, and assignee of said Mortgage, and that there is due him from said defendant therein the sum of Six hundred thirty three, and and thirty two cents, with six per cent interest on $316.16 from april 1st 1888, and on $316.16 from April 15th 1890, amounting with interest to this date, to the sum of $770.81. It is therefore considered by the court that the plaintiff recover of the defendant F L Debolt said sum of $770.81 with interest from this date and his costs herein expended and taxed at $

The Court further find that the aforesaid notes and mortgage were given for purchase Money, and that said Sarah Debolt, wife of said F L Debolt has no right or contingent right of dower in said premises as against said Mortgage; and that the condition of defeasance in said Mortgage has been broken, and that the said plaintiff is entitled to have the defendants Equity of redemption foreclosed,

It is therefore considered and decreed that unless the said defendants shall within five days from the entry of this decree pay, or cause to be paid to the Clerk of this court the costs in this case and to said plaintiff the amount herein found due him, 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 this Lenon Ohio County, commanding him to sell said said premises as upon execution, and bring the proceeds into court for further order —

6427 Alice E Anthony, vs Nathaniel W Wegmeldre } The costs having been paid now comes the plaintiff and dismisses this action, without prejudice to a future action,

6428 John C Price vs Robert Smith Trus } This cause being heard on the demurrer to the petition the court on consideration, overrules the same, and on Motion the defendant is allowed to answer within thirty days, —

6242 Amy Mitchell, vs Mary E Lehman et al } Leave was granted plaintiff to file amended petition in ten days, from Dec 10th 1892,

Monday December 5th AD 1892,

Sheriffs allowence &c,

To Hon John A Price, Judge, The Court Charges for Sept Term AD 1892, Union County Common Pleas, are due for services rendered, and are as follows,

To Thomas Martin Sheriff &c,

To J W Lawrence one day Court Bailiff		2,00
" Thos Martin " " " "		2,00
Total		$4,00

I hereby certify the above bill correct,

Thomas Martin Sheriff of Union Co

To the Clerk of the Court, Union County,

You will entry of the above bill and Certify the same to the County Auditor

John A Price
Judge of Common Pleas Court

6242 Amery E. Mitchell vs Mary E. Lochman et als

This day leave was granted the plaintiff herein to file an amended petition in days from the rising of the Court;

6466

6463

6386 Elizabeth Thompson vs W H Rogers

Now comes the plaintiff by her attorney and the defendant being in default for answer & demurrer the court find that the allegations of the petition are confessed by them to be true & that he is indebted to the plaintiff in the sum of Two hundred & thirteen & 58/100 Dollars, with interest from May 6th 1892,

It is therefore considered by the court that the said plaintiff Elizabeth Thompson recover from the defendant W S Rogers the said sum of $220.00 with interest from date Dollars and her costs herein expended taxed to $,

In Vacation

Saturday, December 10th, 1892.

6466 Jason Case and Lavonia Case vs. Hile Eckelberry

This day this cause came on to be heard at Chambers before John A. Price, a Judge of the Court of Common Pleas, on a motion to vacate and dissolve the temporary injunction heretofore granted in this case.

And was heard upon affidavits and argued by counsel: upon consideration whereof the said motion is sustained and the said injunction is hereby vacated and dissolved. And upon good cause shown the order vacating said injunction shall be suspended for the period of five (5) days from this date.

Plaintiffs gave notice of their intention to appeal. Bond fixed at $500.00.

Done at Chambers this 9th day of December A.D. 1892.

John A. Price, Judge of Court of Common Pleas.

6463 John B Cranston vs A Boylan & others } Court of Common Pleas, of Union County Ohio. — December 14th 1892

This day, at Chambers, this Cause came on to be heard on plaintiff's Motion for the appointment of a receiver; and by, and with the consent of all the parties hereto, A J Regdon is appointed receiver in said Cause of all the debts, property, equitable interests, rights and things in action of "The Buckeye Binder and Reflector Company" of Milford Center Ohio; to collect and receive all debts of all kinds whatsoever due the said "The Buckeye Binder and Reflector Company" and to make a report of the same to the Court of Common Pleas of Union County Ohio; that before entering upon his duties, such receiver execute to the State of Ohio, an undertaking in the sum of $3.000.00 conditioned according to law, with good and sufficient surety

John A Price
Judge of Court of Common Pleas

5-9 73

Monday December 5th, A. D. 1892.

5973 Mary L. Rogers
vs.
Robert N. Thompson et al

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order hereof (of the date of September 12th, 1892) and the Court being satisfied on examination that the same have been had in all respect 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 purchasers William Harriman and Walter Beecher in fee simple free of dower the lands by them respectively purchased.

The Court finds that all the lands described in the petition have now been sold, and that the total purchase money of all the lands of said James Thompson is $27435.^{46} and that the whole cost including an additional counsel fee of $381.^{15} which the Court allows to J. L. Cameron and Robinson & Woodburn counsel for the plaintiff, are $1921.^{37} leaving the net amount of all said sales $25714.^{12} of which sum the said Elizabeth Thompson, widow should be endowed.

The Court finds the value of the entire dower of said Elizabeth Thompson in all said lands to be $5136.^{25} of which she has already received the sum of $659.^{79} leaving the amount of money still due her in lieu of her said dower $4476.^{46} the amount due out of the cash payment being $1052.^{29} and the balance to be paid out of the notes for deferred payments as they become due.

The Court finds that in order to settle the estate of James Thompson and pay his debts and costs of administration there should be paid to the Administrators of said James Thompson the sum of $11507.^{96} in addition to the amount heretofore allowed them and that the proper order and certificate of the Probate Court of said County has been filed herein showing the necessity for said payment to said Administrator. This Court in its former order directed the sum of $9111.^{36} to be paid to said Administrator of which sum the Court finds they have only drawn $4939.^{32} and that the balance which said Administrator should have under said former order is $4172.^{00} which added to the sum of $11507.^{96} makes the amount still necessary to be paid to said Administrator the sum of $15680.^{00}

The Court finds that under the former order hereof there has been paid on the cost of this case the sum of $1260.^{62} leaving a balance of the cost yet to be paid of $460.^{72} which sum includes the additional counsel fee to said counsel herein named.

The Court finds that numerous creditors have filed their claims against the said Elizabeth Thompson, and against some of the other parties to this suit and as to all such matters this cause should be continued for further hearing.

It is ordered by the Court that out of the proceeds of the sales made by him the Sheriff pay.-

First.- To the Clerk of this Court the balance of the cost due

Monday December 5th A. D. 1892.

herein including said counsel fee towit: the sum of $460.72
Second: The taxes that were a lien on said lands at the time of the sales thereof.
Third: To the Administrators of James Thompson to be used in settling his estate the sum of $15680.00.

It is further ordered that the money in lieu of dower coming to said Elizabeth Thompson be retained by said Sheriff until the further order hereof and as to all other matters this cause is continued. Except the Court finds that N. P. Thompson was the owner in fee of one-half of the 14 70/100 acre tract which sold for $882.00 & the 1½ acre lot sold for $75.00 making a total purchase money of $957.00 & the Sheriff is ordered to pay to said N. P. Thompson his half of said purchase money being $478.50.

6454 James Butler vs. F. G. Debolt et al

This cause came on for hearing on the petition of the plaintiff and the defendants F. G. Debolt and Sarah Debolt, his wife, having been duly served with summons, and being in default for answer or demurrer, the Court find that the allegations of the petition are confessed by them to be true, and that the defendant F. G. Debolt is indebted to the plaintiff on the note therein set forth in the sum of one thousand dollars from the 15th day of April, 1890 with six per cent. interest thereon.

It is thereupon considered by the Court that the plaintiff recover of the defendant F. G. Debolt the sum of $1158.20 with interest from this date and his costs expended taxed to $.--. That to secure the payment of said note he executed and delivered the mortgage deed in the petition described and on the premises therein described; that said mortgage was duly recorded in Volume Twenty at page 540 of Union County, Ohio, Records of Mortgages, and is the first and best lien on the premises described in the petition. 6368

The Court further find that aforesaid note and mortgage were given for purchase money and that Sarah Debolt, wife of said F. G. Debolt has no right or contingent right of dower in said premises; 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 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 one thousand dollars and interest as aforesaid, according to the terms of aforesaid note and 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, Ohio, directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

6367 Timothy Fahey
vs.
John R. Dixon et al.

This day this cause came on to be heard upon the report of the Sheriff of a sale by him made in pursuance of a former order of the Court and upon motion to confirm the same. And the Court having carefully examined the proceedings of the said Sheriff in and about said sale, and finding the same to have been had in all respects in accordance with law and the orders of the Court do approve and confirm the same. And the said Sheriff is ordered, by deed in fee simple, to convey the said premises to the purchaser thereof Timothy Fahey, 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 the sum of $614.25 do order that said Sheriff, out of the moneys in his hands, pay,

First: The taxes now due upon said premises, with the penalty, if any, thereon, towit the sum of $73.89

Second: The costs and increase costs of this proceeding taxed at the sum of $---.

Third: To the said plaintiff to apply on the amount heretofore found due him, with interest to this date, the sum of $---.

Fourth: And that the balance of said proceeds said Sheriff pay to the said plaintiff to apply on the amount yet to become due him herein.

6368 Timothy Fahey
vs.
John R. Dixon et al

This day this cause came on to be heard upon the report of the Sheriff of a sale by him made in pursuance of a former order of the Court and upon motion to confirm the same. And the Court here having carefully examined the proceedings of the said Sheriff in and about said sale, and finding the same to have been had in all respects in accordance with law and the orders of the Court do approve and confirm the same. And the said Sheriff is ordered, by deed in fee simple, to convey the said premises to the purchaser thereof, Timothy Fahey, 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 proceeds of said sale, amounting to the sum of $1167.00 do order that said Sheriff out of the moneys in his hands, pay---

First:-- The taxes now due upon said premises, with the penalty if any, thereon, towit the sum of $131.12

Second: The costs and increase costs of this proceeding taxed at the sum of $---

Third: And that he pay the balance of said proceeds to the said

plaintiff to apply upon the amount heretofore found due him herein.
And it appearing that the proceeds of said sale will not be sufficient to fully satisfy the amount hereinbefore found due said plaintiff it is ordered by the Court that execution be awarded against the said defendant John R. Dixon for the balance remaining due upon the claim of the said plaintiff

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6421.

6421

In Vacation. Jan 3d AD 1893.

Nelson P. Thompson et al
Michael Cody
vs.
6421. John Stokely et al

Now comes Millie Thompson widow and devisee of, and Alice Cody, Fannie Shuler, Carrie Palen, Maud Hawley, Ora Thompson, aged 17 years, Nellie Thompson aged 16 years, Ethel Thompson, aged 14 years, Walter S. Thompson aged 11 years, Imogene Thompson aged 8 years Ezra Thompson, aged 4 years, children and devisees of Nelson P. Thompson deceased, the said minors, by the said Millie Thompson, their mother and next friend, and suggest to the Court the death of Nelson P. Thompson one of the plaintiffs herein, on or about the 23d day of December 1892, and move the Court for leave to become parties to this action and to continue the same.

And the Court finding the suggestion to be true grants said motion; and the said Millie Thompson, Alice Cody, Fannie Shuler, Carrie Palen, Maud Hawley, Ora Thompson, Nellie Thompson, Ethel Thompson, Walter S. Thompson, Imogene Thompson, Ezra Thompson, are accordingly made parties plaintiff in this action, and the action proceeds. John A. Price, Judge of Court of Common Pleas.

Nelson P. Thompson et al
Michael Cody et al
6421 Millie Thompson et al
vs.
John Stokely et al

It appearing to the Court that Parmele Camp, the unknown heirs of Parmele Camp, deceased, Ebenezer Mather, the unknown heirs of Ebenezer Mather, deceased, Frances Price, the unknown heirs of Frances Price, deceased, Maria Price, the unknown heirs of Maria Price, deceased Elizabeth Roberts, the unknown heirs of Elizabeth Roberts, deceased, Davenport et al Allen, Albert Dew, the unknown heirs of Albert Dew, deceased Elizabeth Dew, the unknown heirs of Elizabeth Dew, John Cassil, the unknown heirs of John Cassil, deceased, Margery V. Porter, the unknown heirs of Margery V. Porter, deceased, John Williams, the unknown heirs of John Williams, deceased, Anna Price, the unknown heirs of John Price, deceased, Joseph Carter, the unknown heirs of Joseph Carter deceased, Alexander R. Bowen, the unknown heirs of Alexander R. Bowen deceased, Joseph M. Steed, the unknown heirs of Joseph M. Steed, deceased, Lydia Craig, the unknown heirs of Lydia Craig, deceased, Prudence Murdock, the unknown heirs of Prudence Murdock, deceased, John Ewing, the unknown heirs of John Ewing, deceased, Yates Conwell, the unknown heirs of Yates Conwell, deceased, James E. Bunding, the unknown heirs of James Bunding, deceased, Elizabeth Bunding, the unknown heirs of Elizabeth Bunding, deceased, - - - Southgate wife of James Southgate, whose given name is unknown, the unknown heirs of Mrs. James Southgate deceased, - - - Steed, wife of J. M. Steed whose

given name is unknown, the unknown heirs of Mrs. J. M. Steed, --- Carter, wife of Joseph Carter whose given name is unknown, the unknown heirs of Mrs. Joseph Carter, Anaxarete Turner, the unknown heirs of Anaxarete Turner, deceased, William Francis, the unknown heirs of William Francis, deceased, George Francis, the unknown heirs of George Francis, deceased, Thomas Francis, the unknown heirs of Thomas Francis, deceased, Noah Francis, the unknown heirs of Noah Francis, deceased, Deborah Ann Francis, the unknown heirs of Deborah Ann Francis, deceased, Nancy J. Landis, the unknown heirs of Nancy J. Landis, deceased, Rachel Dickerson, the unknown heirs of Rachel Dickerson deceased, Elizabeth Dickerson, the unknown heirs of Elizabeth Dickerson deceased, William Craig, the unknown heirs of William Craig, deceased George Craig, the unknown heirs of George Craig, deceased, Gilpah Mc Millen, the unknown heirs of Gilpah Mc Millen, deceased, Nancy Dickerson, the unknown heirs of Nancy Dickerson, deceased, Elizabeth Dickerson, the unknown heirs of Elizabeth Dickerson, deceased, Elvina Dickerson, the unknown heirs of Elvina Dickerson, deceased, Franklin Dickerson, the unknown heirs of Franklin Dickerson, deceased, Elizabeth Dickerson, the unknown heirs of Elizabeth Dickerson, deceased, Caroline Dickerson, the unknown heirs of Caroline Dickerson, deceased, Mary Dickerson, the unknown heirs of Mary Dickerson, deceased, Ann Dickerson, the unknown heirs of Ann Dickerson, deceased, Stokely Craig the unknown heirs of Stokely Craig, deceased, John Craig, the unknown heirs of John Craig, deceased, Mary Craig, the unknown heirs of Mary Craig, deceased, Hyatt Craig, the unknown heirs of Hyatt Craig decedsed, William Craig, the unknown heirs of William Craig deceased, Benjamin Davidson, the unknown heirs of Benjamin Davidson, deceased, Prudence Wells, the unknown heirs of Prudence Wells, deceased Hamilton Smith, the unknown heirs of Hamilton Smith, deceased Warnack Smith, the unknown heirs of Warnack Smith, deceased, Julia Kurtz, the unknown heirs of Julia Kurtz, deceased, Mary D. Thompson, the unknown heirs of Mary D. Thompson, deceased, Theadore Smith, the unknown heirs of Theadore Smith, deceased, are necessary parties to the controversy in this case for the reason that they claim some interest in the real estate described in the petition similar to that claimed by the other defendants, the said persons are therefore on motion, made parties defendant hereto; and it is ordered that notice be served on them according to law.

And, on motion, and it appearing from the affidavit of Millie Thompson, widow and devisee of Nelson P. Thompson, deceased, and Michael Cody that the names and residences of the heirs and devisees of the said Parymele Camp, Ebenezer Mather, Frances Price, Maria Price, Elizabeth Roberts, Davenport Allen, Albert Dew, Elizabeth Dew, John Cassil, Margery V. Porter, John Williams, Anna Price, Joseph Carter, Alexander R. Bowen, Joseph M. Steed, Lydia Craig, Prudence Murdock, John Irving, Gates Cornwell, James E. Bunding, Elizabeth Bunding, --- Southgate, wife of James Southgate, whose given name is unknown, --- Steed, wife of J. M. Steed whose given name is unknown, --- Carter, wife of Joseph Carter

whose given name is unknown, Anaxarette Turner, William Francis George Francis, Thomas Francis, Noah Francis, Deborah Ann Francis Nancy J. Grandis, Rachel Dickerson, Elizabeth Dickerson, William Craig, George Craig, Zilpah Mc. Millen, Nancy Dickerson, Elizabeth Dickerson, Elvina Dickerson, Franklin Dickerson, Elizabeth Dickerson Caroline Dickerson, Mary Dickerson, Ann Dickerson, Stokely Craig, John Craig, Mary Craig, Hyatt Craig, William Craig, Benjamin Davidson, Prudence Wells, Hamilton Smith, Warnack Smith, Julia Kurtz, Mary D. Thompson, Theadore Smith, are unknown to the said plaintiffs, it is ordered as to them service be made by publication for six consecutive weeks in manner prescribed by statute in case of non-resident defendants.

John A. Price, Judge of
Court of Common Pleas.

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Monday, January 9th AD 1893.

The State of Ohio }
Union County } ss:

This separate session of the Court of Common Pleas, of the Judicial District of the State of Ohio, within and for the county of Union for the term of January in the year of our Lord, one thousand eight hundred and ninety three, held in the Court House in the city of Marysville County and state aforesaid, was begun and on the first Monday, the 9th day of January in the year aforesaid,

Present Hon John A Price
Judge of the Court of common pleas 6424
William S Snodgrass
Sheriff of Union county, Ohio,
attest R M Emery
clerk of the Court of common pleas. Union county, Ohio

The Venire Facias, for a Grand Jury, heretofore issued and returnable this day at Nine o'clock AM, was duly returned by the Sheriff, with his endorsements thereon as follows to wit,

The State of Ohio }
Union County, } ss,

Sheriff's Office, Marysville Ohio Dec 17th 1892

On the 17th day of December 1892, 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,

Charles King,	Dec 16	by copy	20 miles	
W F Marsh	" 17	"	"	13 "
John Bonie	" 15	"	"	12 " 6459
F L Beard	" 14	"	"	7 "
John Johnson	" 15	"	"	18 "
J L Horn	" 14	"	"	16 "
M L Bowen	" 14	"	"	5 "
H Bonney	" 14	"	"	8 "
Wm R Henderson	" 19	"	"	6 "
S B Taylor	" 17	"	"	10 "
J W Bechtel	" 19	"	"	15 "
George Weaver	" "	"	"	13 "
S B Knott	" "	"	"	13 "
John Hendricks	" "	"	"	23 "
George Morse	" "	"	"	12

And upon calling the same in open court they appeared in answer thereto. all of the above except George Morse. Whereupon the panel was filled from the panell of the petit Jury and James B Norris was added, being the first name on the venire of the said Petit Jury, and the panel being full, the Court appointed J L Horn foreman of the Grand Jury and he with his fellow Jurors, took the

in the manner and form prescribed by law; and the said jury being instructed by the Court in reference to their duties, were conducted to their room attended by the Sheriff.

The following named persons compose the Grand Jury George Weaver, John Johnson, M L Bowen, S B Taylor, J L Horn, Charles King, F L Beard, Milo L Hovey, J W Beckel, E B Knott, W J Marsh, John Hendricks, Wm R Henderson, John Bonic, and James, B Norris,

6424 A J Murphy vs John Deeffy.

This Cause come on for hearing upon the return the Sheriff and the report of the commissioners heretofore appointed herein and on the Motion to confirm the same, and it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, Made and returned their appraisement of said estate at four thousand dollars; the Court find said return and proceedings in all respects correct, and in conformity to law; - do therefore approve and confirm the same, and thereupon, neither of said parties electing to take the said estate at its appraised value; on Motion of the plaintiff, it is ordered that said estate be sold at public Auction and that an order issue therefor to the Sheriff of Union county, and the said Sheriff is ordered to return his proceedings to this court without unnecessary delay

6459 Joanna McLain vs John Shehan et al

This day this cause came on to be heard upon the petition of the plaintiff - the defendant John Shehan failing to appear and answer, or demur, and the defendant, Susan Shehan having died since giving the Mortgage in the petition described, and before the filing of the plaintiff's petition, the Court find the allegations of the petitions to be true, and that there is due as alleged, in said plaintiff's petition, to the plaintiff from the defendant John Shehan the sum of $135.00 and interest at 8 per cent payable annually from the 18th day of August 1890, and that the same is secured by Mortgage, in plaintiff's petition set forth, and that said Mortgage has become absolute

It is therefore considered ordered and and adjudged by the court that that the plaintiff recover of the defendant John Shehan the said sum of $135.00 with interest at 8% as aforesaid amounting at this date to $168.75, and also his costs herein expended and taxed to $- That in default of payment by the defendant John Sheehan, said sum and costs, that an order of sale, issue to the Sheriff of Union County, Ohio, Commanding him to proceed

Monday January 9th A D 1893

of once, to appraise, advertise and sell according to law the premises in the petition described, to satisfy said sum ~~and~~ so found due, with costs and report his proceedings to this court for further order

Robert W. Thompson
Nelson P Thompson
admrs &c
6469 vs
W S Rogers et al

This day came the administrators of the Estate of James Thompson deceased, plaintiff; and the defendants made default, whereupon the plaintiff waived the right of trial by Jury, and submitted this Cause to the Court. and the court being fully advised in the premises find the allegations of the petition to be true and, that defendant is indebted on said note to the said Estate in the sum of one hundred and fifty three dollars and thirty seven cents, whereupon it is considered and adjudged by the court, that plaintiff as said administrators receive of said defendant said sum of $153 37/100 and the costs taxed, to $.

Nelson P Thompson
Surviving Partner of J. & N P Thompson
6470 vs
W S Rogers, Mary L Rogers and Luther Turner, &c

This day came J W Robinson, and suggested the death of Nelson P Thompson, plaintiff; and that said J W Robinson has been duly appointed and, qualified as the Executor of his will, and asks to be substituted as plaintiff, and the said defendants all made default, whereupon said plaintiff being ordered by the court to prosecute this action as the Executor of the will of said N.P. Thompson, waived the right of trial by Jury and submitted this Cause to the court Whereupon the court being fully advised in the premises find for said plaintiff, and that there is due to said plaintiff as said Executor upon said two notes in the petition described as alleged in 6424
said petition the sum of three hundred and Sixteen dollars and ninety six cents, on 8 percent interest — Whereupon it is considered and adjudged, by the court that said Executor, plaintiff Recover of the said defendants the said sum of Three hundred and sixteen & 96/100, and his costs taxed at $ and the judgment to draw 8% interest — and the court further find that Alpheus Turner, decd was Surety only for said W S Rogers and Mary L Rogers, said W.S. & Mary L Rogers being the principals, and said Alpheus Turner was Surety only for them

Marg Shirk
6420 vs
Aaron Shirk et al

on Motion to the Court by J M Kennedy attorney for plaintiff, and upon producing of the proceeding of the sheriff, and also the report of and proceedings of the commissioners heretofore appointed, and the same being examined by the court it is ordered by the court that said proceedings and report be and the same are hereby approved, and confirmed and it appearing that said estate cannot be divided by metes and bounds without manifest injury to the value thereof, and the said commissioners have made and returned their appraisement of said premises to wit; in the sum of $210^{00} the court finds said return in all respects correct and in conformity to law, and do therefore approve and confirm the same, — And thereupon neither of said parties electing to take said premises at their appraised value, on motion of the plaintiff it is orderd that said premises be sold at public auction for cash and that an order issue therefor to the sheriff of Union County and that said sheriff return his proceedings to the court without unnecessary delay, and it is further ordered by the court that said sheriff advertise and sell said premises in pursuance of and according to the plat and survey as endorsed on said return of said order of partition and made on the 28th day of December AD 1892 at time of appraisal.

Order to pay Sheriff Martin,

Marysville Ohio, January 9th 1893.

Hon John A Price, Judge

The Court charges for January Term 1893, Union County Common Pleas, a credit for services rendered as follows.

Union County to Thomas Martin Sheriff

Dr To serving Grand Jury Venire —	$4.50
" " " Petit " "	4.50
	9.00

I certify the above correct

Thomas Martin 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

A J Murphy
6424 vs
John Duffy et al

Now comes the defendant the Huber Manufacturing company of Marion Ohio, and by leave of the Court files its answer and cross petition herein,

Monday, January 9th AD

Connecticut Mutual
Life Insurance Company
vs
Charles G. Landgraver,
Metta Langraver and
Lucy M Henderson

This cause now coming on for hearing on the petition of the plaintiff and the cross petition of Lucy M Henderson and the evidence, the Court find that the defendants, Charles G Landgraver, Metta V Landgraver, and Lucy M Henderson have been duly served with summons in this case, and that the said Charles G Landgraver, and Metta V Landgraver, are in default for answer and demurrer, and that the allegations of the petition, and cross petition of said Lucy M Henderson are thereby confessed by them to be true, and that there is due the plaintiff from the said, Charles G Landgraver, and Metta V Landgraver on the promissory notes set forth in the petition with interest to January 9th 1893, the first day of this term, the sum of One thousand seventy one dollars, 6367.

The Court further find that in order to secure the payments of said notes the defendant Charles G. Landgraver, and Metta V Landgraver, his wife, executed and delivered to said The Connecticut Mutual Life Insurance Company, the plaintiff, their certain Mortgage deed, as in the petition described, and on the premises therein described, that said Mortgage was duly recorded in Book 30 page 244, of the records of Mortgages of Union County, and is a good and valid and first lien on the premises described in the petition, and that, and that the conditions in said Mortgage have been broken. It is therefore considered by the Court that the plaintiff recover, from the defendants Charles G Landgraver and, Metta V Langraver the said sum of Ten hundred and seventy one dollars, with interest at eight per cent per annum, payable annually from January 9th 1893, and the costs herein expended, The Court further finds that there is due the defendant Lucy M Henderson, from the defendant Charles G Landgraver and Metta V Landgraver in the promissory note set forth in her Cross-Petition, with interest to the 9th day of January 1893, the first day of this term the sum of $118 58/100 dollars — one hundred and eighteen and 53/100 Dollars, with interest from the 9th day of January 1893, at 8% per annum, the Court further find that in order to secure the payment of said note, the said defendants Charles G Landgraver, and Metta V Landgraver, his wife executed and delivered to the said Lucy M Henderson, that certain Mortgage in the petition described, that said Mortgage was duly recorded in Book of the Mortgage records 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, It is therefore considered by the Court that 6368

6367. Foreclose equal plaintiff's, it is ordered by the Court that execution be issued against the said defendant John R. Dixon for the balance remaining due upon the claim of the plaintiff

the cross ~~petition of~~ complainant Lucy M Henderson recover from the defendants Charles S Landgraver and Metta V Landgraver, the said sum of $114.53/100 dollars and her costs herein expended, taxed to $
And it is further adjudged and decreed that unless the defendants Charles S Landgraver and Metta V Landgraver, 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 and Cross Complainant the sums severally found due as aforesaid with interest from the 9th day of January 1895 (interest at 8% per cent per annum, The defendants equity of redemption be foreclosed and said premises 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 and report his proceedings to this Court for further order,

Timothy Fahey
vs
John R Dixon et al

6367. This day this cause came on to be heard upon the report of the sheriff, of a sale by him made in pursuance of a former order of this court, and upon motion to confirm the same, and the court having carefully examined the proceedings of the sheriff in and about said sale, and finding the same to have been had in all respects in accordance with law and the orders of the court, do approve and confirm the same, and the sheriff is ordered by deed in fee simple, to convey the said premises to the purchaser thereof, Timothy Fahey, and a writ of possession is awarded to put said purchaser in possession of said premises. And the court coming to distribute the proceeds of said sale, amounting to the sum of $614.25. do order that the said sheriff out of the money in his hands, pay, First; the taxes now due upon said premises to wit $73.89 Second; the costs & increase cost of this proceeding taxed at $ Third; to the said plaintiff to apply on the amount heretofore found due him, with interest to this date the sum of $- Fourth; That the ballance of said proceeds, said sheriff pay to the said plaintiff to apply on the amount yet to become due him hereunder.

Timothy Fahey
vs
J R Dixon et al

6368 This day this cause came on to be heard upon the report of the sheriff of a sale by him made in pursuance of a former order of the court, and upon motion to confirm the same. And the court having carefully examined the proceedings of the said sheriff in and about said sale, and finding the same to have been had in all respects in accordance with law and the orders of the court, do approve and confirm the same. And the said sheriff is ordered by deed in fee simple to convey said premises to the purchaser thereof, Timothy Fahey, 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 proceeds of said sale, amounting to the sum of $1167.00 do order that the said sheriff out of the money in his hands, pay. First; The taxes now due on said premises, with the penalty, if any, thereon, to wit the sum of $131.17. Second; the costs and increase costs of this proceeding taxed at $- —Third; that he pay the ballance of said proceeds to the plaintiff to apply upon the amount heretofore found due him herein, And it appearing that the proceeds of said sale will not be sufficient to fully satisfy the amount hereinbefore

Court adjourned to 9 o'clock tomorrow morning.

See Page 301. for entries of third day, Jan 9.

Foreclosure decree plaintiff, it is ordered by the court that execution be awarded against the said defendant John R Dixon for the balance remaining due upon the claim of the said plaintiff

Tuesday, January 10th AD 1893.

Report of Grand Jury.

Court Convened Subject to adjournment at 9 o'clock AM
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 January term 1893, beg leave to report that have been in Session two days, and herewith returns to the Court the Indictments presented by Said Grand Jury.

We have carefully examined into all such Matters as have legitimately come to our notice, having examined 28 witnesses covering six Cases, and presented four ~~indictments~~ 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.

We Also find, and report that the Grand Jury room is without any accomodations whatever in the way of a "Cloak room", and we respectfully recommend that hooks for that purpose be Supplied at once in the Grand Jury Room.

We find also that there is no Stable for the use of the Sheriff and we ask the Court to order that the Matter be brought in proper form before the County Commissioners, with recommendation that a Stable be built by them as soon as possible

Respectfully Submitted
Jan 10, 1893 Jacob L Horner
Foreman

6311

6387.

6429. Joseph J Dickinson vs Willis Epps et al

Now comes the plaintiff by his attorney and dismisses this action at his own cost, without prejudice, to a future action.

6337 H S Rogers admr vs John Ophile et al } Continued by agreement.

6018 Robt H Thompson vs H S Rogers } Continued by agreement.

5962 R & N P. Thompson admrs vs H S Rogers } Continued by agreement

Tuesday January 10th AD 1893

6311 A T Hoopes & Wm Woods admrs
vs
D T Hollingsworth } Continued by agreement.

6387. H Dague,
vs
Viola Wilson et al }

On Motion of the plaintiff, and upon producing the return of the Sheriff, of his proceedings and sale under a 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 proceeding and sale are hereby approved and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser H. Dague, free of Dower of the said Viola Wilson; And the said Viola Wilson having by her answer elected to receive in lieu of her dower its value in money, the Court find the just and reasonable value to be, one hundred and twenty 50/ Dollars — amounting to $467.00 It is further ordered that out of the proceeds of said sale, the Sheriff Pay First, — To H Dague Eight dollars & 97/100 dollars being the taxes and insurance due and paid by said H Dague Second; to the Clerk of this Court the costs of this action, including a counsel fee of $25.00 to Robinson & Woodburn; further services herein, in all taxed at $98.11. Third; To the said Viola L Wilson the said sum of $60.75 to be paid as hereinafter mentioned ordered for her full dower interest in said premises; It is further ordered by the Court, that out of the amount allowed to Viola L Wilson, be paid to Robert McCrory, Clerk, $3.47 and to Thomas Martin ex sheriff, $6.67 being the costs in full in the case of Viola L Wilson, vs. J O Brian et al, in the Court Case No 6256. Execution Doc U. — Fourth; And of the remainder of the proceeds of said sale, to the following

To Viola L Wilson, paid cash $10.11
To Juetta Wilson one Eighth of the cash proceeds, to wit; the sum of $1.63½
To Conley Wilson one Eighth of the cash proceeds; to wit, the sum of $1.63½
To Columbia Wilson one Eighth of the cash proceeds to wit the sum of $1.63½ and
To Estie Wilson one Eighth of the cash proceeds, to wit the sum of $1.63½

and the said H Dague shall execute to the said Viola L Wilson his two promissory notes each calling for $20.25, due in one and two years, and to Juetta Wilson, Conley Wilson Columbia Wilson and Esta Wilson to each his two promissory notes Each note calling for $14.39 being their one eighth interest each in said premises, due in one and two years, The said plaintiff H Dague, the purchaser, is the owner, and entitled to one half of the proceeds of said premises — Said notes to be secured by Mortgage upon said premises — It is further ordered by the Court that the above sums, (cash & notes) — Juetta Wilson Columbia Wilson Conley Wilson, and Esta Wilson be held by the Sheriff of the County until their Guardian give the bond required to the acceptance of the probate Court,

Thereupon Court adjourned till 9 o'clock tomorrow Morning

Wednesday January 11th AD 1893.

6460 Martha Stofer,
vs
Laura L Stofer.

And now this case coming up for hearing upon the petition of the plaintiff, and the Evidence, the Court find that the defendant Laura L Stofer entered her appearance to this action on the 19th day of November AD 1892, and is in default for answer herein.- The Court further find that the said Isaac Stofer, was in his life time seized in fee simple of the real estate and premises described in the petition, and that the plaintiff is the widow of the said Isaac Stofer deceased and that she is entitled to have her dower in said premises assigned and set off to her as prayed for in her 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, and that a writ issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of J. M. Brannon Joseph Beam and John R Taylor, three Judicious, disinterested Men of the Vicinity, who are not of Kin to either of the parties, and who are hereby appointed commissioners for that, 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, appraisment of the yearly net value of said real estate, estimated from the first day of January 1892 to the 14th day of January AD 1893 the day of assignment of Dower,- The said commissioners and the said Sheriff make return without unnecessary delay.

6357

6468 Michael Cody &
John Gibson
vs
George W Gamble

This day came the plaintiffs by their attorneys and and the defendant being in default for answer, or demurrer, and the Court being fully advised in the premises do find that the defendant is indebted to the plaintiffs in the sum of one hundred and fifty three and 80/100 dollars, ($153 80) on the plaintiffs Claim in the petition,- being the amount of said note with interest added up to Jan 12th 1893. It is therefore considered and and adjudged that the plaintiffs recover of defendant said sum of $153 80 and interest from the 12th day of January 1893, and that the defendant pay the costs herein taxed at $

6896,

6461.

Wednesday January 11th. AD 1893

John H Wille
6461. vs
Jean Wille

This day came the plaintiff by his attorney, and thereupon the cause came on to be heard upon the petition and evidence.

On Consideration whereof, the Court being fully advised in the premises finds, that due and legal notice of the filing and pendancy of the petition has been given to the defendant as required by law. The court further finds that at the time of filing his petition the plaintiff was a bona fide resident of said County of Union, and that he has been a resident of the state of Ohio for more than one year next before filing said petition, and that the parties were Married as in the petition set forth.

The Court further finds from the Evidence that the defendant has been guilty of gross Neglect of duty, and adultery as charged in the petition and that by reason thereof the plaintiff is entitled to the relief demanded in the petition.

It is therefore considered ordered and decreed by the Court that the Marriage relation heretofore existing between the said parties be, and the same is hereby set aside and wholy annulled, and both parties released from the obligations of the same.

It is further ordered that the plaintiff pay the costs of this proceeding.

Charles Johnson
6357 vs
Wm M Carlisle

This day came the plaintiff and in Compliance with the order of the court made at the term attached a copy of the note sued on in this action with all endorsements thereon, to the petition.

Clemina McKelvey
5896. vs
Charles McKelvey

This cause being this day called for trial, and the plaintiff failing to appear, in person, or by attorney, the action is hereby dismissed at plaintiffs costs, without prejudice to a new action.

Judgment against plaintiff for costs.

Thereupon Court adjourned till tomorrow morning at 9 o'clock

Thursday January 12th AD 1893.

J. W. Court convened at 9. o'clock A.M. pursuant to adjournment

6495. J. W. Robinson, administrator of Estate of Alva Smith deceased vs Daniel Hammer, John Vogle and Jacob Vogle, } Judgment by confession for $1429.00

This day came, the plaintiff by attorney and filed his petition against said defendants, and thereupon came J. M. Kennedy, an attorney at law of this Court, by virtue of warrants of attorney for that purpose, duly executed by said defendants now produced in open Court in behalf of said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledged that said defendants did owe and are indebted to the plaintiff, as he has in said petition alleged by virtue of said warrants of attorney, confessed that there was due from said defendants to said plaintiff on said indebtedness the sum of fourteen hundred and twenty nine dollars, bearing interest at 8 per cent per annum, and the said plaintiff ought to recover of said defendants a judgment for that sum, It is therefore considered by the Court here, that the said James H. Robinson, administrator of the estate of Alva Smith deceased, plaintiff do recover of the said Daniel Hammer John Vogel, and Jacob Vogel, Defendants, the sum of Fourteen hundred and twenty nine dollars so confessed, as aforesaid, with interest from January 11th 1893, at 8 per cent per annum, and also costs in his behalf expended taxed to $5.12 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.

6496. The Bank of Marysville vs C. H. Cleveland }

This day the plaintiff by his attorney, also came J. M. Kennedy an attorney at law of this court, on behalf of the defendant, and by virtue of a Warrant of Attorney duly duly executed by said defendant, and now produced to the court, and a copy of which is filed with the clerk of this court, entered the appearance of said defendant, waived the issue and service of process in this action, and with the assent of the plaintiff confessed that the said defendant is justly indebted to the said plaintiff in the sum of one hundred and twenty four, & 50/100 ($124.50), 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 defendant the said sum of One hundred and twenty four with 8 per cent interest from January 12th 1893, together with his costs herein expended taxed at $4.12

The Bank of Marysville
6498. vs
W J Price.

This cause the plaintiff by his attorney, and also J L Cameron, an attorney at law of this Court, on behalf of the defendant, and by virtue of a Warrant of Attorney, duly executed by said defendant, and now produced to the Court, and a copy of which is filed with the clerk of this Court, entered the appearance of the defendant and waived the issuing and service of process in this action, and, with the assent of the plaintiff, confessed that the said defendant is justly indebted to the said plaintiff in the sum of Six hundred and twenty six and 13/100 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 defendant the sum of Six hundred and twenty six and 13/100 Dollars with 7 per cent interest from Jan 12th 1893 together with his costs herein expended, taxed to, 4.12.

Bell E McFadden
6457 vs
Lawrence W McFadden

This day this cause came on to be heard upon the petition of the plaintiff, and evidence to the court, the defendant being in default for answer or demurrer, and the Court after hearing the evidence finds for the plaintiff, as follows to wit. - That the plaintiff and defendant were married as stated in the petition, that the defendant was duly served with summons in this case; that said defendant has been guilty of gross neglect of duty as charged in said petition.
It is therefore ordered and adjudged by the Court that said plaintiff be divorced from said defendant and that she recover her costs herein taxed at $

Mable P Ruggles
6455 vs
Adolphus P Ruggles

This day this cause came on to be heard upon the petition of the plaintiff, and the testimony of witnesses, the defendant being in default for answer, or demurrer, and the court after hearing the testimony, and being fully advised in the premises, do find for the plaintiff - That they they were married as stated in plaintiff's petition, that said plaintiff is and has been a bona fide resident of Union County Ohio, - That the defendant is and has been guilty of gross neglect of duty, as charged in the petition. - It is therefore ordered, and adjudged by the Court that a complete divorce be granted to the plaintiff and that she be decreed the custody, care and Control of said Child Frances L Ruggles with the right of Defendant to visit at proper times, and that she recover her costs herein, taxed at $

C Aultman & Co
6419 vs
Jacob Jenkins et al

Now comes the plaintiff and dismisses this action at its own costs, without prejudice to a future action

Thursday January 17th AD 1893

And thereupon Court adjourned until Monday, Jan 16, at one o'clock PM.

Monday January 16th AD 1893.

Court Convened at one o'clock P.M. pursuant to adjournment.

J. H. Sadler & Co.
vs
6477. Richard A. Cody et al } Now comes the said plaintiff by its attorney and suggests to the court the death of Nelson P. Thompson, one of the defendants, died since the commencement of this action, and that James W. Robinson has been duly appointed and qualified as executor of the last will and testament of the said Nelson P. Thompson, And the court being fully ~~advised in the premises~~, satisfied thereof, and all parties consenting, it is hereby on motion of the plaintiff, ordered that the action stand revived in the name of James W. Robinson as said executor, and proceed against him.

And the said James W. Robinson, being in open court, and consents that as such executor, and the said Richard A. Cody being in default for demurrer or answer to the petition, this cause was submitted to the court, upon the petition and answer of N. P. Thompson and the evidence.

On consideration whereof the court find that there is due from the said Richard A. Cody, as principal, and the said James W. Robinson as executor of Nelson P. Thompson, as surety upon the note in the petition described the sum of One thousand and Eighty Eight, including interest to the first day of this term of Court.

It is therefore considered and adjudged by the court that the plaintiff recover of the said Richard A. Cody as principal, and the said James W. Robinson as executor of Nelson P. Thompson as surety the said sum of One thousand and Eighty Eight dollars with interest to be computed from the first day of this term of Court, and also the costs of this action taxed at, $

Alfred Shipley
vs
6430 Daniel Forderhal } Now comes the plaintiff, by his attorney, and dismisses this action at his own costs, without prejudice to a future action, it appearing to the court that the costs have been paid,

Alice E. Anthony,
vs
6437 Nathaniel D. Degroff et al } It appearing that the amount claimed by Mary A. Wright as Executrix of Alvin Wright deceased, in her cross petition has been paid, to the clerk of this court, now comes the plaintiff by her attorney and dismisses ~~her~~ action at her own cost without prejudice to a future action

Monday January 16th 1893.

6497 William Stillings vs M McDea

Now comes the plaintiff herein, and on his Motion, and it appearing to the Court that the Judgment heretofore rendered in this action, to wit; Before J G Turner a Justice of the Peace for Union Township, Union County, Ohio, on January 9th 1886 for the Sum of Twenty Dollars, with interest and costs, $3.70 and a true and duly certified transcript of which Judgment and proceedings before said justice was duly filed with the clerk of this court on the 8th day of December 1886, and entered by him as a lien No 4433. on Execution and Lien Docket of said Court Vol. 1 - page 273. that said Judgment has become dormant by lapse of time, and still remains wholy unpaid; It is therefore ordered, that said Judgment be revived, unless sufficient cause be shown against the same within forty days after the service of this order upon the said defendant.

6286 O E Lincoln et al vs P L Cox et al

This day came the parties by their attorneys and also came the following named jurors, to wit,

1 George Baldwin.	5 R B Middlesworth	9. Jonathan W Hedges
2 Philip Bender	6 Dan C Parish	10 Hylas Hitch
3 Alex Reed.	7 S A Skidmore	11 James Shirk
4 E W Bonnett	8 J J Clevenger	12 Thomas M Bauman

Who were duly impanneled and sworn, and 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 9 o'clock tomorrow morning

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

Tuesday January 17th A.D. 1893.

Court convened at 9. o'clock A.M. pursuant to adjournment.

6369. James H. Walker, vs John Riley } This case is continued on motion and showing of the defendant, and at his costs for the term.

It is therefore adjudged by the court that the defendant pay the cost of this term taxed at $

6127 Thomas Minton vs Orren Hammond } This day came the parties and their attorneys and thereupon this cause came on to be heard upon the pleadings and evidence, on consideration whereof, the Court being fully advised in the premeses, finds that the facts stated in the plaintiff's petition are true, and that the equity of the case is with him, and that the plaintiff is entitled to have his title to said land quieted as prayed for in his petition, It is therefore considered and ordered and decreed by the court that the defendant Orren Hammond by deed duly executed and delivered convey to the plaintiff the premises in the petition described to wit: Being one acre out of the North East Corner of Said Orren Hammond farm in Survey No. 12166, in Union Township, Union County, Ohio, and bounded on the North by the Sabina & Bigelow Road, on the East by land in the name of R. S. Dunn, and on the South & West by said land of Orren Hammond, Said Conveyance to be in fee simple, It is further ordered and decreed that in default of such Conveyance for ten days, from this date, that the decree operate as such conveyance, and that the title of the plaintiff to the said land be quieted.

It is further ordered that the defendant pay the cost of this proceeding taxed at $. and in default of payment of this execution issue therefor.

And thereupon defendant gave notice of his intention to appeal this case to the Circuit Court, And the Court fix the appeal bond at $100.00

Wednesday January 18th 1893.

Court Convened at 9 o'clock AM Pursuant to adjournment

6286 D E Lincoln et al vs P L Coe et al

This day again came the parties by their attorneys. also came the Jury heretofore impanneled & sworn in this case, and the trial proceeded, and the same Jury having heard the remaining evidence, the arguments of Counsel and the charge of the Court retired to their room for deliberation

And now came the said Jury into open Court with their verdict in writing and signed by their foreman and say, "We, the Jury, being duly impanneled and sworn, find the issues in this case in favor of the plaintiffs, and assess the amount due to the plaintiffs from the defendants at the sum of $208 25/-"

Date Jan 18th 1893. J H Hedges Foreman

6367 William C Kile vs Benjamin F Evans.

This day came this cause on to be heard on the Motion of the defendant to dismiss this cause, for want of prosecution by the plaintiff, and it appearing to the ~~defendant~~ Plaintiff hath failed for two terms to file his petition herein, it is considered by the Court that this cause be dismissed for want of prosecution and that defendant recover of the plaintiff his costs herein taxed to $.

Entry 857 The State of Ohio vs William Peters. } Indictment for furnishing intoxicating liquor to minors.

Now comes the Prosecuting Attorney in 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 William Peters pay a fine of ten dollars, and the costs of this prosecution, and execution is awarded. January 18, 1893.

Thereupon Court adjourned until 9 o'clock tomorrow Morning.

Thursday January 19th AD 1893.

Court convened pursuant to adjournment at 9 o'clock A.M.
Hon John A Price presiding
W S Snodgrass Sheriff
attest R M Irvy clerk.

Robert W Thompson and
N P Thompson administrators
of the Estate of James Thompson decd
vs
6443 W S Rogers & Mary L Rogers.

This day came the plaintiffs, and the defendants made default, and thereupon the plaintiff waived the right of trial by jury and submitted this cause to the court, whereupon the court being fully advised in the premises find for the plaintiff and that there is due the administrators of the Estate of James Thompson, deceased, from the defendants the sum of six hundred and eighty eight dollars on 8 per cent interest on the ~~petition~~ in the petition described. It is therefore considered and adjudged by the court that plaintiff recover of the said defendants, said sum of six hundred and eighty eight dollars, with 8 per cent interest from this date, and costs taxed $6.00

Court adjourned till next Monday at 10 o'clock P.M.

Monday January 23 AD 1893

Court convened at 1 o'clock PM, pursuant to adjournment.
Present Hon John A Price Judge.
Wm Snodgrass Sheriff
Attest RM Irvin Clerk.

6504 The Bank of Marysville
vs
J & M C Allister.

This day came the plaintiff by its attorneys. Also came James E Robinson an attorney at law of this court on behalf of the defendant, and by virtue of a warrant of attorney duly executed by said defendant, and now produced to the court, and a copy of which is filed with the clerk of this court, entered the appearance of said defendant, waived the issuance and service of process in this action, and with the assent of the plaintiff, confessed that the ~~owed~~ said defendant is justly indebted to the said plaintiff in the sum of Fifty two hundred and fifty Eight & 34/100 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 defendant the sum of Fifty two hundred and fifty Eight and 34/100 dollars, together with his costs herein expended, taxed at $ — the judgment to draw interest at Eight per cent.

6503 W H Ferguson
vs
J M Russell and
Sarah Russell

This day came the plaintiff by his attorney; also came John L Porter an attorney at law of this court on behalf of 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 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 One hundred and fifty six dollars, with 8 per cent from date of judgment, 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 the defendants the said sum of One hundred and fifty six dollars with 8 percent from the date of judgment, together with his costs herein expended, taxed to $ —

Monday January 23d 1893

The State of Ohio
vs
853 Dock Pritchard } Indictment for furnishing Liquor to a Minor.

Now comes the prosecuting attorney on behalf of the State of Ohio, and the defendant being brot 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 Dock Pritchard pay a fine of ten dollars, and the costs of this prosecution, and execution is awarded.

The State of Ohio
vs
854 Harlow Clark } Now Comes the Prosecuting attorney on behalf of the State of Ohio, and the defendant being brot into Court in custody of the Sheriff, and arraigned upon said indictment for plea thereto, saith he is guilty, thereupon after hearing the testimony, and being fully advised in the premises; it is ordered and adjudged by the Court, that the said Harlow Clark pay a fine of five dollars, and the costs of this prosecution, and Execution is awarded.

Thereupon Court adjourned to 9 o'clock tomorrow Morning.

Tuesday January 24th A.D. 1893.

Court convened at 9 o'clock A.M. pursuant to adjournment
Hon John A Price, Judge, presiding
W. G. Snodgrass Sheriff -
attest R. M. Cory, clerk.

6487 The Union Banking Company, vs Dolphus H. Moore, } On motion of Defendant and consent of plaintiff the time of answering herein, is extended to January 31st 1893.

6442. Fleetwood Courtright, vs L. J. Taylor, et al, } By appointment of the Court Miss Mabel Cameron was appointed and qualified as Stenographer in this case.-

5973. Mary L Rogers vs R W Thompson et al } This day came this cause to be further heard by the Court, and the Court being fully advised in the premises do find and decree, that the share of the proceeds of all the lands sold in this cause due to the Widow of James Thompson deceased, as her Dower in said lands is the sum of, "Five thousand one hundred and thirty six & 25/100 Dollars." That She has already received out of said proceeds as part of said dower the sum of Six hundred and fifty nine and 79/100 dollars, leaving yet her due the sum of forty four hundred and seventy six and 46/100 dollars. The Court also find that liens exist against said widow as Security for George E Thompson the following sums, to be paid out of said Dower to wit;

To C D Perfect & Son	the sum of	$80.84
" Legler Barlow & Co.	the sum of	269.20 ✓
" Eldridge Higgins & Co	the sum of	314.44 ✓
" J F Johnson —	the sum of	34.72 ✓
" W T Hill	the sum of	89.63 ✓
" J P Elliott	the sum of	74.08 ✓
" Edwin H Robbins	the sum of	78.04 ✓
" Samuel Stevens & Co	the sum of	93.95 ✓
" Samuel Stevens & Co	the sum of	392.30 ✓
" Ulrich Bell & Co	the sum of	248.36 ✓
" Miles Bancroft & Co	the sum of	✓ 89.51 ✓
" Bellnap, Carpenter & Co	the sum of	✓ 153.16
" D S Ambach & Co	the sum of	✓ 587.48
" W C Downey	the sum of	✓ 24.65
" Dague, Andrews & Co	the sum of	✓ 130.46

Tuesday January 24 ~ 1893.

To Adlard Brothers the sum of $33.75
To Riddle Graff & Co the sum of 22.64
To Smith Simmons Peabody & Co 129.51
To The Clerk of this Court, and other costs on Transcripts, 12.85
Making a total of Liens of $3123.57 to be ducted from said $4476.46
Leaving yet due said widow on said Dower, the sum of $1357.94.
which last sum the Court order shall be paid to her out of the notes in the possession of the Sheriff, in full satisfaction of her said dower; And the Court further order that the Sheriff, deliver over to said lien holders each, out of said notes the amount found herein due to them, and in case the said parties having said liens, and said widow shall agree among themselves as to the said notes to them or their assigns the amount of 4476.46 being the whole amount of said unpaid dower, And it is further ordered that the said Widow Hold her lien on the said George E Thompson to the same amount to wit; the sum of $3123.57 thus paid as security for him to be paid to her out of any sum of, if any, that may be coming to him on the final distribution of said Estate,

The Court further find that the administrator of the estate of James Thompson deceased, have a lien on the share of Robert W Thompson the sum of $. Which the court order shall be paid to the administrators of his Estate if any thing shall be coming to said Robert W Thompson on the final distribution of said Estate,

The Court further find that the Estate of Nelson P Thompson decd and the estate of James Thompson decd have a lien for the sum of $ on the share of the Heirs of John G Thompson decd, which sum the Court order shall be paid to said Estates out of any ~~money~~ sums that shall be coming to the heirs of the said John G Thompson decd on the final distribution of said Estate,

And the court find that the administrators of James Thompson decd have a lien on the share of Mary D Rogers for the sum of $. which the court heretofore ordered to be such lien, which sum the court order shall be paid out of any sum that may be coming to her, on the final distribution of said Estate.

And the Court find that Eberly & Shedd have a lien for $ on the share of Wray Thompson, and which sum was declared made a lien in this case, which sum the court order shall be paid out of any sum that shall be coming to him on the final distribution of said Estate,

And the court having ordered to be paid to the administrators of the Estate of James Thompson deceased, a considerable sum out of which to pay the debts of said estate, It is ordered by the court that in case the amount so paid out of the proceeds of the land to said administrators shall not all be required to enable them to pay the debts of said Estate and the expenses thereof, and a ballance shall remain after distribution to the heirs of said James Thompson deceased, Such ballence so remaining shall be paid to the heirs to whom the same may be due, after taking into the account the several sums which the court has herein found to be paid, and ordered to be treated as advancements to each of said heirs respectively, and taking into the account the sum or sums which have been received by them,

Tuesday January 24th. A.D. 1893.

The Court order that a full and complete record be made of all the proceedings in this case, and that the case be left off the docket subject to the right of any party interested to have the same redocketed for the purpose of disposing of any matters, if there be any, not not adjudicated by this Court.

6460 Martha Stofer vs Laura L. Stofer

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 Martha Stofer have and possess the lands so assigned to wit: Situated in Leesburg Township, Union County Ohio, and being part of V.M. Survey No 6211. — Beginning at a stone and brick in the west line of Survey No 6211. and South west corner of John Blair's 57 60/100 acre tract of land; Thence with the west line of said Survey 6211, S 19° 50' E 109 60/100 poles to a stone and pieces of brick, south west corner of said Survey 6211. Thence, with the South line of said Survey 6211. S 78° E 3 52/100 poles to a stone in the center of the Marion State Road; Thence with the center of said road, N. 27° 15' E. 17 poles to a stone, corner of Enos Bell's land; Thence with the west line of Enos Bell's land. S. 78° 30' E 90 22 to a stone and pieces of brick in the line of Jacob Beam's land; Thence with the line of Jacob Beams land, N. 16° 30' W 19 poles to a stone and pieces of brick; Thence N 73° E 5 80/100 poles to a stake and pieces of brick Thence N. 16° 15' W. 62 20/100 poles to a stake and pieces of brick; Thence N. 74° E 68 40/100 poles to a stone in the center of the Hills Johns Gravel Road; Thence with the center of said Gravel Road, N 8 92 05' W 24 02/100 poles to a stone; Thence N. 73° 30' E 56 80/100 poles to a stake and stone in the line of H H & J F Darling's land; Thence with said Darling's line, and the line of A F Perry's land, N 17° W 136. 40/100 poles to a stone and black ash, Corner of said John Blair's land, S 78° 45' W 222 poles to the beginning, containing 110. 00/100 acres, as and for her reasonable dower in said premises.

It is further ordered that the said Martha Stofer pay one third of the costs herein taxed to $

And that the said Laura L Stofer pay the two thirds of the costs herein taxed to $

6317 John Robenson vs Thomas Jones et al } See page 306, for entry of this days work - continued. —

Thereupon Court adjourned until 9 o'clock Tomorrow morning

Wednesday January 25th AD 1893,

Court convened at 9. o'clock A.M. pursuant to adjournment,
Hon John A Price, Judge, presiding,
W S Snodgrass Sheriff
Attest R McCown Clerk,

Mary Wollam
vs
6160 Catharine Mostchal

Now Comes Maria Hutson administrator of the Estate of Henry Hutson dec'd, and Moved the Court to order the Sheriff, out of the proceeds of the Sale of the land herein, to pay to her as such administrator the sum of $1367 75 the amount claimed in the certificate of the probate ~~Court of~~ Union County Ohio, herewith filed, as necessary to pay the ~~costs~~ indebtedness, cost & expenses of administration &c of said Estate,

Mary Wollam
vs
6160 Catharine Mostchal

This cause coming on for hearing on the motion of the administrator, and the certificate of the probate Court, of Union County Ohio that the sum of $1367 75 in addition to the available amounts will be necessary to pay the indebtedness

Thursday January 26 1893

Court convened at 9 o'clock A.M. according to adjournment.

6160 Mary Wollam vs Catharine Mastebul

This cause coming on on the motion of the administratrix and the certificate of the Probate Court of Union County Ohio, that the sum of $1367.70 in addition to the available assets will be necessary to pay the indebtedness and expenses of administering the said estate, duly filed herein. On consideration the court orders that the Sheriff of Said County out of the funds in his hands, and that shall come into his hands arising from the sale of said real Estate herein, pay to the administratrix of the estate of Said Henry Hudson deceased the said sum of, $1367.70

6479 Winfield S Rogers, administrator of Nancy Rogers, vs John D Sphile et al

This day came the parties, and their Attorneys and this cause came on to be heard upon the pleadings and evidence, On consideration whereof, the Court being fully advised in the premises, finds that at the time of making the deed mentioned in the petition the said Nancy Rogers was of sound mind and had capacity to make a valid deed; the Court finds that the description in the deed of said Nancy Rogers is not so vague or indefinite as to make the same void but that there is a sufficient description therein so the same may be determined by a survey of said land, It is further ordered that a further hearing hereof be suspended, and that W P Beightler be and he is hereby appointed by the Court to ~~make~~ go upon the said lands and make accurate survey thereof, finding and fixing the lines and corners and monuments thereof and that he make report to this Court forthwith.

And now again comes the parties and their attorneys, and the said W P Beightler having made the said survey of said lands and filed his report herein, together with a plat of said lands, as surveyed, this cause came on to be further heard, and the court after hearing the same, and examining the said report of the surveyor finds that said plat and said report correctly set forth the lands conveyed by said deed, and the lands of which the said Nancy Rogers died seized, and said plat is ordered to be made a part of the record of this case, The Court finds that the land of which the said Nancy Rogers died seized, and which said plaintiff is entitled to sell under said will are described as follows,

Situate in Paris Township, Union County Ohio, and being part of Virginia Military Survey No 3357. Bounded and described as follows.

Beginning at a stone and pieces of brick in the Watkins Gravel Road and 14 68/100 poles S. 85° 15' E from a stone at the intersection of East 5th ~~K~~ Cherry Street;

6439

thence with the center of said Watkins Gravel Road, S 85° E 76 12/100 poles to the center of the C.C.C. & St.L. Railroad; Thence with the center of said Railroad, S 78° 10' W 66 52/100 poles to the center of the California Gravel road; thence with the center of said gravel Road, N. 30° W 20. 27/100 poles to a stone and pieces of brick; thence N 14° 20' E, 12 76/100 poles to the beginning containing, 6 45/100 acres, except 17 feet width off the north side of said Railroad Track, leaving 6 05/100 acres.

For the purpose of ascertaining the value of said lands, it is ordered that Charles Chapman Charles F Leutz, and George M Mc Peck be and they are appointed Commissioners to appraise said lands, and an order, after being first sworn to make an appraisement of the said lands of which said Nancy Rogers died seized, and to make their report to this Court without unnecessary delay.

Lemard S Church et al
vs
6439 William H Yarrington

This day came this cause on to be heard upon the petition of plaintiff, and the evidence, the defendant William H Yarrington being in default for answer or demurrer to said petition, and the court being ~~advised~~ in the premises do find; That said defendant William H Yarrington owes the plaintiffs in the sum of $262.05 as the plaintiffs hath claimed in their petition It is therefore considered and adjudged that the plaintiffs recover of said defendants William H Yarrington said sum of $262.05 so as aforesaid found plaintiffs due That plaintiffs recover of said defendant their costs herein taxed at $. — the above Judgment to draw interest from the 19th day of January 1893, and this cause coming on to be further heard upon the motion of plaintiffs to set aside the deed made by the defendant William H Yarrington to the defendant John Yarrington to the land described in the attachment proceedings issued in this case, against the said William H Yarrington and the said John Yarrington having answered and entered his appearance as a defendant in this cause, and the court finding upon inspection of said answer of John Yarrington for said land without any consideration and the court finding that the said John Yarrington disclaims all title and interest in said land by virtue of said deed, and that the same was so made for the purpose of defrauding the creditors of said William H Yarrington; The Court orders and adjudges and decrees that said deed be set aside, and annulled and held for naught, and the same is hereby set aside annulled and held for naught, And this cause coming further to be heard upon the motion of the plaintiff for an order to sell said land so attached, in this cause to pay said Judgment and costs, and the court being fully advised, do order and adjudge and decree that unless said William H Yarrington pay the above Judgment, and the costs within three days from the date of this decree, that an order of Sale issue to the Sheriff commanding him to appraise advertise and sell said land according to law, and that he bring the proceeds of said sale into court, subject to the future order of this court on the distribution of said proceeds, It is further ordered that the Farmers Bank of Marysville Ohio, and the Bank of Marysville and H H Morey, and ~~Sidracoma~~ Myrtle Yarrington and all others claiming to have any interest or lien in said land be made parties defendant herein

6479

6479

Monday January 9th 1893,
Continued from page 279.

6479 Winfield S Rogers admr de
vs
John Opphile et al

It appearing to the court that John R Opphile Okalie Opphile, and Nancy Opphile, are infants over fourteen years of age, but they have neglected for more than 20 days since service of Summons was made on them to apply to the court for the appointment of a guardian for this suit; On motion of J L Cameron, counsel for the plaintiff, it is ordered that James W Robinson be and he is hereby appointed guardian ad Litem for said infant defendants, and thereupon came said James W Robinson and accepted said appointment, and files answer for said defendants

6479 Winfield S Rogers admr de
vs.
John Opphile et al

It appearing to the Court that John C Rogers and William H. Rogers, are minors over 14 years of age, and that they have neglected for more than 20 days from the service of Summons in this case on them to apply for the appointment of a guardian for this suit. And it appearing that Carl Rogers, and Victor W Rogers Grace A. Rogers and Mary E Rogers are minors under 14 years of age, and that they have no guardians, on motion of J L Cameron it is ordered that E W Porter be and he is hereby appointed guardian ad Litem for the above named infants defendant, and thereupon came the said E W Porter and accepted said appointment and filed his answer for said defendants,

Friday January 27th AD 1893

Court Convened pursuant to adjournment, at 9 o'clock A.M.

6485, William H Ferguson vs Nancy M Rogers et al } This day came the plaintiff, and the defendants, Nancy M Rogers, and Michael A Rogers, and Mary S Rogers, being in default for answer or demurrer to the petition, the court find they all have waived the issuing and service of summons voluntarily entered their appearance in this case, and that the allegations of the petition are confessed by them to be true; that there is due to the plaintiff from from said Nancy M Rogers, and Michael A Rogers on the note set up, in the petition the sum of one hundred and sixty two and 78/100 dollars with 8% interest from the first day of this term, - It is thereupon considered by the court that the plaintiff recover of the said Nancy M Rogers and Michael A Rogers the said sum of One hundred and sixty two and 78/100 dollars with 8 per cent interest thereon from the first day of this term of court and his costs herein taxed to $.

And the court find that in order to secure the payment of the said note, the said Nancy M Rogers and Michael A Rogers, executed and delivered to Benjamin S Rogers, their mortgage deed, and thereby conveyed to the said Benjamin S Rogers, the premises described in the petition, That said mortgage was duly recorded in Vol 28 page 60, of the mortgage records of Union County Ohio as in the petition set forth, and the same is a good and valid lien on the said premises, and the plaintiff is the legal owner and holder thereof, That the condition of defeasance has been broken, and the plaintiff is entitled to have the defendants equity of redemption foreclosed. It is thereupon ordered and adjudged by the court that if the said defendants fail for 10 days from this date, to pay or cause to be paid to the clerk of this court the costs in this case, and to the plaintiff the amount so found due with interest as aforesaid, that defendants equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue to the sheriff of the county directing him to appraise, advertise and sell said premises as upon execution, and bring the proceeds into this court for further order, and as to the other matters herein this cause is continued.

6279

Sheriffs Pay=

6350

To Hon John A Price, judge,

The charges for the January Term AD 1893, Union County common pleas, are due for services rendered as follows, — Union County Ohio — To Wm T Snoddy late Sheriff To serving Special Venire, $4.00. To serving Grand Jury Witness 26, $2.60 — To Making 26 copies Grand Jury Witness $2.60 To 505 Miles travel, Grand Jury Wit, $40.40. — To J W Lawrence, Court Bailiff $34.00 To John H Shirk Court Dep'y — $34.00 — To Calling grand jury & Grand Jury Witnesses $1.42 Total, $119.52

I hereby certify the above bill to be correct
Wm T Snoddy late Sheriff.

To the clerk of court Union county
you will make entry of the above bill
and certify the same to County auditor
John A Price Judge
Common Pleas Court

National Bank of Springfield
vs
B F Johnson et al

This Cause is settled and costs paid.

Walter C Pullington
6279 vs
Ann M Pilcher et al

This day came the parties and waived a trial by Jury in this case, and by consent of both parties the case was submitted to the Court for adjudication. Thereupon this Cause coming on for hearing before the Court upon the pleadings of the parties, and the evidence by them adduced and the Court being fully advised in the premises do find that eliminating the sum of $10. from from said note for usury, as consented to by plaintiff in his reply, and which the Court find should be eliminated from said note at the date thereof, that there is due to the plaintiff on said note with interest added up, to the 30th day of January 1893, the sum of $1185.08 and that the plaintiff ought to recover of the defendant, Ann M Pilcher said last named sum. It is therefore considered and adjudged that the plaintiff recover of said Ann M Pilcher, said sum of $1185.08, and also his costs expended in this behalf taxed at $ and this Court adjudge that said $1185.08, draw interest at the rate of 8 per cent from said 30th day of January 1893. It is also ordered and adjudged that in case said Ann M Pilcher fails for (10) ten days from this date of this decree to pay the plaintiff the said sum of $1185.08, and to pay the clerk of this Court the costs of this action, an order issue to the sheriff of this county commanding him to cause the said lands and tenements in said Partition described to be appraised, advertised and sold according to law, and bring the proceeds into Court subject to the further order of this Court on distribution between the lien holders.

Thereupon the defendant gave notice of his intention to appeal this case to the Circuit Court, and requested the Court to fix the bond for appeal, and said bond for appeal was fixed by the Court at $300.

Earnest L. Atkinson
6350 vs
Albert Southard et al

This day came on this Cause to be heard on the Motion of the defendant to require the plaintiff to give additional Injunction bond. Whereupon the Court order the plaintiff to give additional Injunction bond to secure the rents of the land, to be Surety approved by the Clerk

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Tuesday January 24th AD 1893 continued from page 296.

No 6312 John Robinson
vs
Thomas Jones,
Albert N Jones and
Charles M Jones

This day came the parties and their attorneys and this cause came on for hearing upon the pleadings, exhibits and evidence, and was argued by counsel and submitted to the Court.

On consideration whereof the court finds that the note in the first cause of action in the amended petition described was executed for the amount, and at the date in said cause of action set forth and at the rate of interest therein stated, and was secured by mortgage conditioned and recorded as set forth in said amended petition, and upon the lands therein described.

That the note in the second cause of action was executed for the amount and at the date in said amended petition set forth and was secured by mortgage, conditioned and recorded as therein stated, and upon the land therein described.

That subsequent to the execution of the said notes and mortgages to wit on the 10th day of April 1883, the said Thomas Jones & Wife conveyed their interest in said land to the said Charles M Jones and Albert N. Jones. At the time of said conveyance, the said Thomas Jones had only an equity of redemption in said land, and the amount then due upon each of said notes was $4000.00 with interest at 8% from January 27th 1883. Both said tracts of land were conveyed by said deed and at the time of receiving said conveyance the said Charles M Jones and Albert N Jones had full knowledge of the execution of both said notes and mortgages, and knew the amount of the same, and knew the said Thomas Jones had only an equity of redemption in said land,

And as consideration for said conveyance, and as part of purchase money for said lands the said Charles M Jones and Albert N Jones assumed and agreed to pay the said mortgage indebtedness to wit the notes in the petition described.

The said Charles M. Jones and Albert N. Jones took possession of said lands and have had the use and enjoyment of them ever since, & they notified the plaintiff that they had assumed the payment of the said notes, and they continued to pay the interest on the same from year to year until the time stated in the amended petition.

The Court finds the equity of the case to be with the plaintiff and that there is due the plaintiff from the defendants Charles M. Jones and Albert N. Jones upon the note in the first cause of action in the amended petition described, including interest to this date the sum of $4821.75 and that the condition of the said mortgage in the said first cause of action set forth has been broken and the plaintiff is by reason thereof entitled to have it foreclosed.

The Court further finds that there is due the plaintiff from the said Charles M. Jones and Albert N. Jones upon the note in the second cause of action set forth the sum of $5597.80 which sum includes interest to this date. The Court finds that the con-

dition of the mortgages in the said second cause of action described has been broken and the plaintiff is entitled to have the same foreclosed. The Court finds that in assuming the payment of said notes and mortgages they become purchase money and that plaintiff's said claim is prior to any dower rights of the said Ida or Flora Jones.

It is therefore considered ordered and decreed by the Court that unless the said Charles M. Jones, Albert N. Jones shall within five days pay or cause to be paid unto the said John Robinson the said sum of four thousand eight hundred and twenty-one $\frac{75}{100}$ dollars with 8 per cent. interest from this date and to the Clerk of this Court the costs of this proceeding, then that an order issue to the Sheriff of this County commanding him to appraise advertise and sell the lands in the first cause of action in the amended petition described and apply the proceeds to payment of the said sum so found due upon the note in the first cause of action described.

And it is further decreed that unless the said Charles M. Jones and Albert N. Jones shall within five days from this date pay to said plaintiff the further sum of 535.97\frac{30}{}$ with 8% interest from this date then that an order issue to the Sheriff of said County of Union commanding him to appraise advertise and sell the lands in the second cause of action in the amended petition described and apply the proceeds of said sale to the payment of the said last named sum so found due upon the second cause of action in the petition.

And it is ordered that said sales be made free of the dower of the said Ida and Flora Jones.

It is ordered that the defendant Charles M. Jones and Albert N. Jones pay the costs of this proceeding, except ½ of the Stenographer one-half of which is adjudged against the plaintiff by agreement. To all the findings, orders, and judgments aforesaid the defendants at the time duly excepted and filed herein their motion for a new trial of this cause upon the grounds stated therein which motion was by the Court overruled to which the said defendants at the time duly excepted.

And also at the time gave notice of their intention to appeal this cause to the Circuit Court of this County and requested the Court to fix the penalty of an undertaking for appeal which the Court fixed at the sum of $1500.$\frac{00}{}$

Tuesday January 24 1893

James Thompson
6277 vs
Robert W Thompson et al,
admrs of James Thompson decd

This day came the parties and with the approval of the Court, compromise this case by the administrators of James Thompson deceased, paying to the plaintiff One hundred dollars, and paying the costs in consideration that the plaintiff accept the same in full settlement of his said claim,

The said compromise being affirmed and fully complied with on the part of the defendants, and the costs being paid the case is ordered left off the docket,

6454

6453

Monday February 6. AD 1893

Court convened pursuant to adjournment, at one o'clock P.M.
present Hon John A Price Judge
Wm Snodgrass Sheriff.
Attest R.M. McCrory Clerk.

6454 James Cutter,
vs
F.G. Debolt.
Sarah Debolt, and
Bank of Richwood

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, and being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, It is ordered that the said proceedings and sale be, and they are hereby approved and confirmed, and it is further ordered that said Sheriff convey to the purchaser James Cutter, plaintiff herein, 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 $1304.53 It is ordered that the Sheriff out of the money in his hands pay - First the costs of this action taxed at $. 45.35
Second; The taxes on said lands, so sold amounting to, $ 48.80
Third; To the plaintiff James Cutter, the ballance of said money remaining in his hands, to wit the sum of $ to be applied as a credit upon his judgment against the defendants F.G. Debolt,
And there still remaining due to the plaintiff the sum of $
it is ordered that he recover the same from the aforesaid F.G. Debolt defendant, and execution is awarded therefor.

6453 James Cutter
vs
F.G. Debolt, Sarah Debolt
Bank of Richwood

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 and being satisfied that the same have been had in all respects in conformity to law and the orders of this court it is ordered that the said proceeding and sale be, and they are hereby approved and confirmed. And it is further ordered, that said Sheriff convey to the purchaser James Cutter 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.

Monday Feby 6th AD 1893

And the Court coming now to distribute the proceeds of said sale amounting to $657.17 it is ordered that the Sheriff, out of the Money in his hands pay

First; To the Clerk of this court the costs of this action taxed at $48.45

Second; The Taxes on said land so sold amounting to $ 24.39

Third; - To the Plaintiff James Butler, the ballance of said Money remaining in his hands to wit; the sum of $ 579.33 to be applied as a credit upon his Judgment against the defendant F.G. Debolt; And there still remaining due the plaintiff the sum of $ 139.50 it is ordered he recover the same from the aforesaid, defendant F G Debolt, and execution is awarded therefor.

6490 John Brown vs Orril Smith.

This day this cause came on for hearing upon the petition and evidence, and the defendant still failing to answer or demur, the alegations of the petition are deemed confessed by them to be true. The Court find there is due from the defendant to the plaintiff on the note mentioned in said plaintiffs petition the sum of one hundred and sixty six and 70/100 dollars with eight per cent interest thereon from the first day of this term of Court. (Jan 9th 1893

It is therefore considered and adjudged by the court that said plaintiff recover from said defendant said sum of One hundred and sixty six and 70/100 dollars with eight per cent interest thereon from January 9th 1893, and execution is awarded therefor and also, the costs herein expended taxed to $

6427 John C Price vs Robert Smith, Trees

This day this cause came on to be heard upon the petition of plaintiff and the answer of the defendant, and the evidence 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 defendant, and that the petition of the plaintiff is not sustained by the evidence; and the Court thereupon dismisses the injunction granted in this case, and orders the petition of the plaintiff dismissed. And it is further considered that the that the plaintiff pay the costs of this case taxed at $

Notice of appeal by plaintiff and bond fixed at $100.

6373

6308

Monday February 6th AD 1893.

Charles Crawford
vs
6373 Clark Spurgeon et al

This day came this cause on to be heard on the petition the answer of the defendant Drusilla Spurgeon, and the evidence, and the same was argued by Counsel and submitted to the Court, on consideration whereof the court find that all of the defendants have had legal notice of the pendency and demand of the said petition, and that with the exception of the said Drusilla Spurgeon they are in default for answer thereto.

Thereupon the Court further find that the plaintiff and defendants hereinafter named are tenants in common in the estate described in the petition; that the said Drusilla Spurgeon, widow is entitled to dower therein, and that subject thereto the plaintiff Charles Crawford has a legal right to the one sixth of said estate for life, and the defendants Clark Spurgeon, William Spurgeon, Charles Spurgeon Martha Spurgeon, and Ann Spurgeon, each a legal right to the one sixth part thereof; and that the plaintiff is entitled to have partition made of said premises as prayed for in his petition

It is therefore, ordered, adjudged and decreed that partition of said premises be made, and that dower therein be assigned to the said Drusilla Spurgeon, and in such assignment of dower, the buildings used by said defendant Drusilla Spurgeon for a dwelling and the barn and outhouse used by her in conjunction therewith shall not be considered by the Commissioners hereinafter named; and Charles Kennedy, W H Loveless, and J R Dodge, 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 Meters and bounds, the dower of the said Drusilla Spurgeon be assigned be assigned by Meters and bounds, and that said estate be appraised subject to such dower interest

Thereupon said Drusilla Spurgeon gave notice of appeal to the Circuit Court, and on application of said defendant Drusilla Spurgeon the Court fix the appeal bond at $100.00

Florence Ellis
vs
6308 L M Kenton et al

This day came on this cause to be heard whereupon the Court being fully advised in the premises do find for the defendants, and that Cause No 6307. filed by L M Kenton et al against said Florence Ellis, and others for partition of the same and other lands was commenced before this Cause No 6308. and that plaintiff is not entitled to an order of partition in this case.

Thereupon it is considered ordered and adjudged by the Court, that this case be dismissed at the plaintiff's costs, and it is ordered and adjudged by the Court that the defendants recover of the plaintiff their costs herein taxed to $ and that plaintiff pay her costs taxed at $

And thereupon plaintiff gave notice of their intention to appeal this cause to the Circuit Court, and the Court fixed the appeal bond at $100.00

Monday 6th AD 1893 February.

6296. The Pittsburg, Cincinnati, Chicago & St Louis Railway Company.
vs
Berry Kanawalt, Thomas M Bonnar, and Charles Smith, Commissioners of Union County, Ohio, and Robert Smith Treasurer of Union County, Ohio, H P Woods, Elizabeth Whistler Levina Smith George Richard, S H Kilbery M P Guy, & John Guy.

This day this cause came on to be heard upon the petition of the plaintiff, and the answer of the defendants and the exhibits and testimony of witnesses, and was argued by Counsel

On consideration whereof, the Court finds that the assessment of $291.93. refered to in plaintiff's petition. Made upon and against the Railroad and lands of the plaintiff to aid in the payment of costs and expenses of the location and establishment and construction of the County ditch in Union County Ohio called and known as "Guy ditch No 306", is unjust, and greatly in excess of the benefits accruing to said plaintiff and its railroad lands, from the location, establishment and construction of said ditch, And the court also finds that the plaintiff's railroad and lands ought not to be assessed to a greater extent than the sum of $100,00 on account of the location, establishment and construction of said ditch. It is therefore ordered and adjudged and decreed by the court that said assessment of $291.93 against the plaintiff's railroad and lands be reduced to the sum of $100.00; and it is hereby ordered adjudged and decreed by the Court that the Treasurer of Union County, Ohio, and each and all of the defendants herein be and they are hereby forever enjoined from collecting or attempting to collect from the plaintiff or off its property any part or portion of said assessment, save and except the sum of $100.00, And it is also hereby ordered adjudged and decreed by the court, that upon payment of $100.00 to the treasurer of Union County, the said defendant the Treasurer of Union county, shall execute and deliver to said plaintiff a receipt in full satisfaction of the assessment against the plaintiff and its railroad and lands on account of the location, establishment and construction of said ditch

And it is also hereby further ordered, adjudged & decreed by the court, that the plaintiff shall pay its own witness fees, herein, and that the residue of the costs herein taxed at $ shall be paid, one half by by the defendant M P Guy, and one half thereof by defendant S H Kilbery, And notice of appeal having been given by defendants the Court fixes the amount of the appeal bond at $100.00

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Tuesday February 7th AD 1893.

Court Convened at 10 o'clock AM, pursuant to adjournment.
Present Hon John A Price Judge
W L Snodgrass Sheriff
attest R M Conry clerk.

William H Willis
6474 vs
Samuel Willis et al. } It appearing to the court that Armintha J Rowe Minor defendant, has been duly served with Summons, and that said Armintha J Rowe is of the age of fourteen years, and has not applied for a Guardian at Litem, although more than twenty days have elapsed since the return of the summons, served upon her, On the application of the plaintiff it is ordered that W W Merchant be appointed guardian at litem for said Minor defendant, and thereupon said W W Merchant accepts said appointment.

William H Willis
6474 vs
Samuel Willis et al } And now this cause coming on to be heard upon the petition, the answer of Barbara B Willis, an imbecile, by George Moore her guardian, and the answer of Armintha J Rowe Minor defendant, by W W Merchant her guardian ad litem and the evidence, the Court find that all the defendants have had due legal notice of the pendency and demand of the petition, and that with the exceptions of those above named, they are in default for answer thereto, — Thereupon the Court find that the plaintiff and defendants hereinafter named are tenants in common in the estate described in the petition; that the said Barbara B Willis is entitled to dower therein and that subject thereto, the plaintiff William H Willis has a legal right to the one eighth and the defendants, Samuel Willis, Cynthia J Allen, Joseph Willis Raymoth H Willis, Sarah E Robbins, Richard B Willis and Armintha J Rowe, Each a legal right to the one eighth part thereof; and that the plaintiff is entitled to have partition made of said premises as prayed for 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 Barbara B Willis. and Frank Welch, Levy C Ford, and J J Watts, three judicious, disinterested freeholders of the Vicinity are hereby appointed Commissioners to make and set off the same. But it is ordered upon the answer of the said Barbara B Willis, by George Moore her guardian that if in the opinion of the commissioners said estate cannot be divided without manifest injury to the value thereof, no dower be assigned, and that said premises be appraised free from said dower interest. — And it is ordered that a writ 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 ~~assigned~~ divided to each of the above named parties the part and proportion of said Estate to which they are

6479

by

6450

heretofore severally found entitled, and also to be set off and assigned the dower of the said Barbara B Willis, if said Estate can be divided in manner as above. And of his proceedings herein, the said Sheriff is ordered to make due return.—

William H Willis
6474 vs
Samuel Willis et al

On motion to the Court by Cole & Bales attorneys for the plaintiff, and upon producing the return of the sheriff, and the report and proceedings of the commissioners hereinbefore 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 neither of the parties electing to take said Estate at the valuation thereof as returned by said commissioners,— On motion of the plaintiff it is ordered by the Court that said Estate be sold at public auction by the sheriff of Said County of Union, according to the statute in such cases made and provided, free of the dower of said Barbara B Willis, upon the following terms to wit, one third cash on the day of sale, and one third in one year, and one third in two years thereafter with interest from the day of sale — Such said defered payments to be evidenced by the promissory notes of the purchaser payable to the parties respectively entitled and Secured by Mortgage on the premises.

W. S. Rogers administrator &c
6479 vs
John Opshile et al

This day came the parties by their attorneys and the appraisers heretofore appointed by the Court, having made report of their appraisement of said property the same is approved and confirmed by the Court.

And it is ordered by the Court that said plaintiff proceed under said will and sell said property at either private sale or public vendue, ~~auction~~ and that said premises be sold at not less than their appraised Value.

Henry C Eisenmenger
6450 vs
Benjamin Wood et al

This day came the parties and their attorneys and submitted this cause to the Court upon the pleadings and evidence. On consideration whereof the Court being fully advised in the premises find the facts stated in the cross petition of W H Conkright to be true, and that to the extent of the four notes mentioned in his said cross-petition, he has the first and best lien upon the lands in the petition described. The Court — further finds that the notes mentioned in the petition of said plaintiff are the second best lien on said lands, and that they are entitled to be next paid after the payment of the said four notes to said Conkright — The court finds in favour of the said L Langstaff and

and against the plaintiff as to him.
The court finds that Said Benjamine Wood purchased Said Real estate subsequent to the record of Said Mortgage and assumed the payment of all of Said notes as part of his purchase money.
The court finds the amount now due from Said Wood to Said W. H. Conkright upon the first two notes mentioned in the Said cross-petition including interest to the first day of this term is Two hundred and Sixty dollars, and that the other two notes are not due, but they amount to Two hundred and forty five dollars with interest from January 1st 1892 and that they bear interest, and that if Said premises are sold it will be Equitable that from the proceeds of Said Sale the Said notes due, and not due with interest to the date of payment.
The court finds that Said L. Langstaff is liable to Said W. H. Conkright as guardian upon the notes mentioned in the cross petition. The court finds the amount amount due the plaintiff from Said Woods upon the notes mentioned in the petition including the interest to the first day of this term of court is Two hundred and Seventy five dollars.
The court finds that Said Robert Howe and Heaymann Hoenline have duly Entered their appearance herein and that any lien they may have is postponed to the lien of Said Conkright and Said plaintiff.
It is therefore considered, adjudged and decreed by the court that unless the Said Benjamine Wood Shall within three days pay to Said W. H. Conkright the Said Sum of Two hundred and Sixty dollars with interest from the first day of this Term of Court and to the clerk of this court the costs of this case then that an order issue to the ~~plaintiff~~ Sheriff of this county commanding him to appraise advertise and Sell the real estate in the petition described and that he bring the proceeds of Such Sale into court for further order.
It is further ordered, adjudged and decreed by the court that unless the Said Benjamine Wood Shall within three days pay to the plaintiff the Sum of Two hundred and Seventy five dollars with interest from the first day of this term of court and the costs herein, then that an order issue to the Sheriff of this county commanding him to appraise, advertise and Sell the premises in the petition described and that he bring the proceeds of Said Sale into court for further order.
And it is Adjudged that Said W. H. Conkright recover of Said L. Langstaff the Sum of $260, with interest from the first day of this term of court.
It is ordered that any Sale made under this order Shall be free of the dower of Said Alice Wood.
The plaintiff Excepts and gave notice of his intention to appeal this case to the circuit Court, and the Court fix the bond for appeal at $200.

Fleetwood Courtright }
6442 vs }
L. J. Taylor & F. M. Taylor }

This day came the parties and waived the right of trial by jury & submitted this cause to the court; whereupon the plaintiff asked the court to find the conclusions of the court on the facts found in the case in pursuance of Section No 5205 of Ohio revised Statutes and separate from the conclusions of law of the cause for the purpose of review as provided by said Section if parties desire. Whereupon the court having heard the evidence and the arguments of counsel and being fully advised in the premises, the court find the following conclusions of facts, to-wit:

Fleetwood Courtright }
vs } No 6442
L. J. Taylor & F. M. Taylor }

By virtue of the provisions of Sec 5205 Revised Statute the court has been requested by counsel to state the conclusions of fact found in this case. In pursuance of the statute and the request thereunder, I proceed to make the following finding of the conclusions of fact.

Conclusions of Fact found.

II On March and February 1886, the defendant L. J. Taylor sold to the plaintiff Fleetwood Courtright two (2) different lots of promissory notes that had been given for Bohemian oats and Red Line wheat; the ~~notes~~ oats notes had been given for oats at $10cs per bushel with agreements that the seller of the oats would in the following year sell for the makers of the notes double the amount of oats for which the notes were given at the same price and take notes therefor which notes should go to the makers of the notes less a commission of $230 per bushel. The wheat notes had been given for wheat sold at $15cs per bushel, with the agreement that the seller of the wheat would in the following year sell for the makers of the notes double the amount of wheat for which the notes were given at the same price and take notes therefor, which notes should go to the maker of the notes less a certain commission, in some cases $230 per bushel and in some cases $50c per bushel. The price at which said grain was sold was fictitious and more than ten times its actual or market value

III At the time of the sale by the defendant L. J. Taylor of the two (2) lots of notes to Mr Courtright — he Courtright, had knowledge of the consideration for which the notes had been given.

IV & V Of the notes so sold $1500. was for what is known as Red line wheat and the remainder for what is known as Bohemian oats

VI The plaintiff did not know at the time he purchased the notes that it was a part of the scheme that such notes should be sold before they became due, nor did he have any intention or purpose at the time he bought the notes to aid the defendant in carrying on said Bohemian oats or Red line wheat scheme.

V At the time the plaintiff bought the second lot of said notes, to-wit; March 15th 1886, in consideration of the purchase by plaintiff, the defendant L. J. Taylor executed a paper which reads as follows;
"This is to certify I sold to Fleetwood Courtright the above notes persons named and I do hold myself responsible if these notes are not collectable and will stand good for the deficiency if there be any March the 15th 1886 Signed L. J. Taylor"
On the same paper above the foregoing writing, was a list of names of the makers of notes purchased by plaintiff and the several amounts of the notes, but only a few of the names now appear as the paper has been torn off by accident; and I am unable to say from the evidence whether the list properly does all the notes purchased by plaintiff or not.

VI At the time the notes sued upon in this case were given the notes purchased by plaintiff as aforesaid were redelivered to defendant L. J. Taylor; but they were not purchased by him. The notes sued upon were given in settlement of the written guaranty, and such written guaranty was the consideration for the notes sued upon.

Conclusions of Law.

If the consideration for the notes sued upon, or any part thereof, is illegal either in the sense of being contrary to sound morals or public policy, or in the sense of being against positive law, the plaintiff must fail upon the whole of the notes, for if the consideration of the notes is illegal even in part the whole note is tainted and void, so that the important question in this case is whether the consideration of these notes sued upon is illegal either in whole or in part. The notes sold by Taylor to plaintiff were void as between the original parties because the consideration was contrary to sound morals, and against public policy. They were also void in the hands of the plaintiff after he purchased them from Taylor because when he purchased them he had knowledge of the consideration for which they had been. The sale of the notes to Courtright was not illegal nor was the contract of guaranty, or the consideration therefor illegal. When the notes were sold Courtright prior to the act of May 15 1886, the consideration passing to Courtright was the notes and the guaranty; the consideration passing to Taylor was the money received from Courtright. There was nothing illegal in either of the senses before mentioned, in the consideration passing either way. The consideration for the guaranty was the money received from Courtright; certainly there was no illegality in that. It seems to me that as to the contract of guaranty, and its consideration at least there is no taint of immorality or illegality. But although the original transaction was not so tainted yet if any illegality entered into the consideration of the notes sued upon, the plaintiff must fail in the action. I have found that the plaintiff did not purchase back the oats and wheat notes at the time the notes in controversy were given. If they were

given for the purchase price of such wheat and oats notes they would not be collectable because on the 15th of May 1886 a law was passed making it unlawful to sell barter or dispose of such notes. If the sale of those notes was the consideration of the ones in suit the plaintiff would necessarily fail in his suit, because of the illegality of the consideration. But in my judgment the transaction was not a purchasing back of the wheat and oats notes, but was simply intended by the parties, and was in fact a settlement of Mr Taylor's written contract of guaranty, which was based on a valid and legal consideration. True the wheat and oats notes were redelivered to Mr Taylor and it may be said that such re-delivery of the notes forms at least a part of the consideration of the notes sued upon; and that if even a part of the consideration of the notes is illegal, the whole notes are tainted and fails the ground. I think however, that the re-delivery of the oats & wheat notes does not constitute any part of the consideration of these notes, Mr Taylor has given his written guaranty, When he settled his guaranty by giving the notes sued upon the title to the wheat and oats notes reverted to Taylor by operation of law. The settlement of the guaranty re-invested him with the title to the wheat and oats notes. When Cosentright re-delivered the wheat & oats notes, he only did what he was legally bound to do after his claim under the guaranty had been settled; and such re-delivery was not a selling, bartering or disposing of the notes within the meaning of the act of May 15th 1886.

I find no illegality in the conditions of the notes sued upon therefore give judgment in favor of the plaintiff for the amount claimed in the petition.

Whereupon the court find for the plaintiff and that there is due plaintiff from the defendants on the notes in said petition described the sum of Three Thousand and fifty Eight dollars with 8% interest from this date.

Therefore it is considered ordered and adjudged by the court that the plaintiff recover of said defendants said sum of $3058.00 with 8% interest from this date, together with his costs herein expended taxed to $

To all the findings orders and judgment and decisions aforesaid the defendants at the time duly excepted and filed herein their motion for a new trial of this cause upon the grounds stated therein which motion was by the court overruled, to which of the court in overruling said motion for a new trial the defendants then and there excepted and prayed the court to sign and seal a bill of exceptions which is done accordingly.

6508 Philip Snider et al
vs
George A. Fox et al

This day this cause came on for hearing on motion of the plaintiffs for a Receiver, and the petition and evidence adduced in support of said motion and the same was argued by counsel and submitted to the court.
On consideration whereof, the court find that the said The Marysville Butter and cheese Company is the owner of the property set forth in the petition herein and that said property is liable to materially decrease in value to the injury of the creditors and stock holders.
The court further find that at a meeting of the stock holders of said company held in pursuance of a notice sent to each of them it was agreed that R. L. Woodburn Esq. be appointed as Receiver of said company, and that said Receiver should proceed to sell said property after twenty days notice.
It is therefore considered ordered and decreed by the court that R. L. Woodburn Esq. be, and he hereby is appointed Receiver of the property and effects of said company upon his entering into bond to the State of Ohio in the penal sum of Three Thousand and Five hundred dollars, and he is hereby ordered to proceed and sell said property as agreed upon by said stock holders, and it is further ordered that he bring the proceeds thereof into court for further order herein.

6389 James T. Black Receiver &c
vs
James W. Robinson admr &c

This day came on this cause to be heard on the demurrer of the said administrator and the demurrer filed by J. B. Smith and of Laurance Calhoun, and the court being fully advised in the premises do sustain each of said demurrers.
Thereupon the plaintiff asked leave of the court to file his amended petition in 30 days which is granted and this cause is continued.

6482 G. W. Williams
vs
E. W. Reed

This day came on this cause to be heard on the plaintiffs motion to strike out of the defendants answer the second defense therein, Whereupon there being no evidence offered but the transcript, the court overruled said motion. To which ruling and judgment of the court the plaintiff excepts.

6465 Rebecca Tussing
vs
Sarah Wright et al

This day this cause come on to be heard upon the demurrer of the defendant to the first cause of action in plaintiffs petition and was argued by counsel, on consideration whereof the court overruled said demurrer, To which ruling and decision the defendant Sarah Wright Excepted, and leave is granted defendants to answer said petition in 30 days from this date Feby 7th 1893

6284 Lincoln Kimball
vs
R. L. Coe et al

This day came the parties by their attorneys and this cause came on for hearing on the motion of the plaintiffs 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 plaintiffs recover from the said defendants the said sum of Two hundred and Eight & 25/100 dollars as heretofore by the verdict of the jury found due them with interest from the first day of this term of court together with their cost herein expended, To which ruling of the court in overruling said motion for a new trial the plaintiffs Excepts and prays the court to sign and seal their Bill of Exceptions which is done accordingly

6267 Fleck & Chapman
vs
Margaretta E. & Frank Burns

This day this cause came on for hearing upon the issues joined between the parties, and the parties submitted the same to the court; The court after hearing the evidence in the cause and argument of Counsel do find for the plaintiff and assess their damages at the amount prayed for in the petition to-wit; $42.00 with interest thereon from the 19th day of November 1890
It is therefore ordered and adjudged by the court that the plaintiffs recover of Margaretta E. Burns and Frank Burns the sum of Forty Eight & 15/100 dollars with interest thereon at 6% and their cost herein taxed at $ To which finding and judgment the defendants gave notice of appeal, and the court fixed the bond at $100.

February Tuesday. 7th 1893.

6486 In the Matter of the Guardianship of Joseph C Lawrence, Minor. } Second account.

This day came this cause on to be heard. Leonidas Piper Guardian, of the Estate of Joseph C Lawrence, Minor, having heretofore, to wit, on the 10th day of December 1892, filed in this Court his account, being his second account, and notice of the time of hearing thereof having 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 21st day of December 1892.

No exceptions having been filed to said account, together with the Vouchers accompanying the same, are now examined by the Court, and said account on such examination being found correct is allowed, and the Court do find said said guardian chargeable with assets belonging to the estate of said Ward amounting to the sum of $264.46 and that he is entitled to credits amounting to the sum of $75.27 Valid claims against said Ward, as shown by said Vouchers and other evidences produced to the Court. 67.79

This cause came on to be further heard on Motion of 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 $7.00 as his compensation and it is ordered by the Court that the said Guardian retain out of the estate of said ward the sum of $7.00 being the allowence aforesaid,

And the Court do further find that that there is a ballence of $181.54 in the hands of said Guardian, due said Ward.

And said account is settled accordingly.

It is further ordered ~~that~~ by the Court, that said Guardian pay the costs of this proceeding taxed at $2.50 within 10 days. 63.66

6486. In the Matter of the Guardianship of William H Lawrence Minor, } Second Account.

This day this cause came on to be heard. Leonidas Piper, Guardian, of the Estate of William H Lawrence, a Minor, having heretofore to wit; on the 10th day of December 1892, filed in this Court his account, being his second account, and notice of the time of hearing thereof having 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 21st day of December 1892,

No exceptions having been filed to said account, the said account together with the vouchers accompanying the same are now examined by the Court, and the said account on such examination being found correct, is allowed, and the Court

find said Guardian chargable with assets belonging to the estate of of said Ward amounting to the sum of $22.35 7/100 and that he is entitled to credits amounting to the sum of $152.75 Valid claims against said Ward as shown by said vouchers and other evidences produced to the Court.

This Cause came on to be further heard on the motion of 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 $12.00 as his compensation and it is ordered by the Court that said Guardian retain out of the estate of said Ward, the sum of $12.00 being the allowance aforesaid.

And the Court do further find that there is a ballence of $58.73 1/100 in the hands of said guardian due said Ward, — and said account is settled accordingly.

It is further orderd by the Court that said Guardian pay the costs of the proceedings, taxed at $2.50 with ten days.

Walter C Fullington
vs
67.79 Ann M Pilcher

This Cause being heard on the motion of Ann M Pilcher defendant, to set aside the judgment and for a new trial, The Court in consideration overrule the same, and to the said ruling of the Court, overruling said motion the said defendant by her counsel except — And it is further ordered that the Journal of this Court be kept open for 30 days, for preparation, and allowance of Bills of Exceptions,

Young Busser
vs
63666 W. T. Busser et al

This day came this cause to be heard on the Demurrer to the 2nd defense of the answer. Whereupon the Court being fully advised in the premises do overrule the demurrer and thereupon this cause is continued.

J. W. Robinson }
vs }
Malin Burris et al }

This day came on this cause on the motion to authorize the present Sheriff Wm G. Snodgrass to execute the deed to the purchaser J. W. Cummins Trustee; And it appearing to the court that the sale made to him has heretofore been confirmed by the court and that Marion Hopkins then Sheriff has gone out of Office and that Wm G. Snodgrass is the present Sheriff, It is ordered by the court that the said present Sheriff Execute to said purchaser Trustee of Smith, Gaddings & Co a deed for said lands sold to him in this case upon said purchaser paying the costs in this case. The ballance of the purchase money being ordered paid to him on his first lien on said land.

February 16th A.D 1893

6446 Fleetwood Courtright
vs
L. J. Taylor & F. M. Taylor

Now comes the defendants and presents to the court their certain bill of Exceptions herein and it appearing to the court that the same has been presented to and approved by counsel for the plaintiff and said bill of Exceptions being found by the court to be in all respects true and correct the same is allowed signed and sealed and on motion is hereby made part of the record in this case.

6286 Lincoln & Kimball
vs
P. L. Coe et als

Now comes the plaintiffs and presents their bill of Exceptions which is allowed, signed and sealed and ordered by the court to be made part of the record of this case.

February 27th AD 1893

114 L.C.C.
6243 L.C.C.

L. J. Taylor & F. M. Taylor
vs
Fleetwood Courtright

Mandate.
In Error from Circuit Court

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

At a Term of the Circuit Court, within and for the County of Union, in the State of Ohio begun and held before Hon Henry H Seney
Day } Presiding Judges.
at Marysville on the 21st day of February AD 1893, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz — L J Taylor and F M Taylor,
vs
Fleetwood Courtright } No 114.

This day this Cause came on to be heard on the petition in Error and the original Papers, and now argued by counsel of both parties On consideration whereof, the Court being fully advised in the premises, finds there is no error in the proceedings and judgment of the said Court of Common Pleas

It is therefore adjudged by the Court that the said judgment be, and the same is affirmed, and the Court finding that there was reasonable ground for error assess no ~~damages~~ Penalty.

It is ordered that a Special Mandate be sent to the Court of Common Pleas to carry the judgment of said Court into effect, and for Executive

And that defendant in error recover of the plaintiff in Error their costs on this proceeding expended

The bill of Exceptions, not to be recorded in the Record, To all of which plaintiffs in error except.

Ordered that a copy of this entry be certified to the clerk of the Court of Common Pleas of said County for entry &c,

I - R McGovry 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 24th day of February AD 1893.

R McGovry 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 L J Taylor and F M Taylor vs Fleetwood Courtright into Execution,

Witness, R McGovry clerk of our said Circuit Court, of Marysville, Ohio, this 24th day of February AD 1893.

(Seal) R McGovry clerk

Mandate from the Circuit Court.

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

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, begun and held before,

Hon Henry H Seney
Hon Dow } presiding Judges.

At Marysville, on the 21st day of February AD 1893, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz.

Lincoln & Kimball, vs. P L Cox, et al } No 115

This day this cause came on to be heard upon the petition in error and original papers, and was argued by Counsel; On Consideration whereof the Court being fully advised in the premises finds there is no error in the proceedings and Judgment of the said Court of Common Pleas. It is therefore adjudged by the Court that the said Judgment be and the same is affirmed.

And the Court finding there was reasonable ground for Error assess no penalty. It is ordered that a special Mandate be sent to the Common Pleas Court to carry this Judgment of said court into effect and for execution, And that defendant in error recover of the plaintiff in error their cost on this proceeding in error expended.

The Bill of exceptions not to be recorded in the Record

To All of which the plaintiffs except

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

I, R M Crory, 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 the seal of said Court this 24th day of February A D 1893.

R M Crory Clerk of Circuit Court

The State of Ohio, } Circuit Court of Ohio,
County of Union 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 Lincoln & Kimball, vs, P L Coe et al into Execution.

(seal) Witness R M Crory, Clerk of our said Circuit Court, at Marysville Ohio, this 24th day of February A D 1893.

R M Crory Clerk

March 6th 1893. Monday.

6514 Almeda Browning vs Oliver P Browning } Order of Injunctive, Before Probate Court

Motion for Temporary Injunction in the Court of Common Pleas, Union County Ohio,

And now within sixth day of March 1893, Came the plaintiff by D.H. Ayers, her 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 Almeda Browning, and the affidavit filed therein, and after hearing the argument of Counsel, and being fully advised in the premises it is considered and ordered that a temporary injunction be and the same hereby is allowed in this case to restrain the said defendant from selling or encumbering any of his real or personal property, or withdrawing any of his Moneys, from said Richwood Bank, or the bank Carried on by the late W H Conkright; and from interfering with with the defendant, and their son Fred F Browning, or entering on the premises of the plaintiff, 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, without Bond.

L Piper Probate Judge

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Monday, March 13th A.D. 1893

Court Convened pursuant to adjournment at 1½ o'clock P.M.

Present Hon John A Price Judge,
William Snodgrass Sheriff
attest R.M. Irvin Clerk

6480. Frank Coder
vs
Susan W Coder

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 for the plaintiff in default for answer and demurrer to said petition and find that the allegations thereof are confessed by defendant to be true.

The court also find that at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona-fide resident of this county of Union and that the parties hereto were married as in said petition set forth.

The court further find upon the evidence adduced that the defendant has been guilty of gross neglect of her duties to the plaintiff as a wife in refusing to live or have anything to do with him, and has for more than three years last passed been willfully absent from plaintiff in disregard of her marital duties, and that the plaintiff by reason thereof is entitled to a divorce,

It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Frank S. Coder and Susan W. Coder 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.

6494 Lacy Snodgrass
vs
Melissa Converse et al

It appearing to the court that Thurman P. Douglass and Daisey L. Douglass defendants herein are minors of the age of 14 years and have neglected for 20 days from the return of summons served upon them to apply for a guardian ad litem on motion of the plaintiff W. W. Merchant is hereby appointed guardian for the suit for said minors defendant and now comes and in open court accepts said appointment.

6468

6491 Lacey A. Snodgrass
vs
Melissa Converse et al

And now this cause on to be heard on the petition the answer of S. A. Douglass, Cora P. Douglass and Thurman P. Douglass and Daisy L. Douglass, and the answer and cross petition of Samuel Willis and the answer of the guardian ad-litum for Thurman P Douglass and Daisey L. Douglass and the evidence, and the court find that the defendants have all had due legal notice of the pendancy and demand of the said petition.

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 there is no dower to be assigned in said premises, the said Berry Douglass deceased having left no Widow.

The plaintiff Lacey Snodgrass has a legal right to one Seventh of said Estate, the defendants Melissa Converse one Seventh (1/7) of said Estate, that S. A. Douglass, Cora I. Douglass, C. Minnie Douglass Thurman P. Douglass and Daisey L. Douglass are each entitled to the one Seventh (1/7) of said Estate, and that the plaintiff is entitled to have partition made of said premises as prayed for in her petition.

It is therefore ordered, adjudged and decreed that partition of said Estate be made as prayed for in the petition of the plaintiff and that Ray S. Mosl, Marion Hopkins and L. B. Harvey, three judicious and disinterested freeholders of the vicinity are appointed commissioners to make the same.

And it is ordered that if said Estate is entire and cannot be divided by Metes and bounds that the said Estate be appraised.

And it is ordered that a writ issue to the Sheriff of Marion County commanding him that by the oathe of the commissioners above named, he cause to be divided and set off to each of the above named partis the part and portion of said estate to which they are hereinbefore severally found entitled, and of his proceedings herein the Sheriff is ordered to make due return.

6468 Michael Cody et al
vs
George M Gamble

It is ordered by the court that the Sheriff retain the surplus proceeds of sale, if any in this case, after satisfaction of plaintiffs judgment and costs until the further order of this court.

6494 Lacy Snodgrass
vs
Melissa Converse 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 injury to the value thereof (and that there is no dower interest in said premises) and that said commissioners have made and returned their appraisement thereof in the sum of $65; per acre,
The court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same, and thereupon neither of said parties electing to take the said Estate at its appraised value, on motion of the plaintiff, it is ordered that said premises be sold at public auction at the door of the court house and that an order issue therefor to the Sheriff of Union County Ohio on the terms of one third of the purchase money in cash on the day of sale, and the balance of said purchase money in two equal annual payments, to be secured by mortgage on said premises;
And the Sheriff is ordered to return his proceedings to this court without unnecessary delay

6475 The Rebate Pharmacy Co
vs
Lake Erie & Western Ry Co

Leave was granted the defendant to plead in 10 days

6499 Charles McCune
vs
The P. C. & St Louis Ry Co

This day leave was granted the plaintiff to file petition herein in 5 days

6492 Laura Alexander
vs
Ruben Lavender et al

This day came this cause onto be heard upon the motion of the defendant to quash the service in this case. On consideration whereof the court sustains said motion. It is ordered by the court that the said service be, and the same is quashed wherefore this cause is dismissed without prejudice at the cost of the plaintiff. It is therefore ordered that the defendant recover of the plaintiff his cost herein expended

6420

6450

6505

6420 Mary Shirk
vs
Aaron Shirk 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 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 that said Sheriff execute and deliver to said purchaser George Beard upon full compliance by him with the terms of said sale a deed in fee simple for the said 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 an attorney fee of twenty five be paid J. M. Kennedy as att for said plaintiff be paid out of the said moneys in the hands of said Sheriff in the following proportions Four minutes of said costs & expenses to plaintiff - One minute to Aaron Shirk, One minute to Henson Shirk and one minute to Lodrika McMillen and One minute to Susan Reed and One minute to Josephine Beard amounting to $ And that said Sheriff distribute the residue of said moneys in the above proportions to-wit; 4/9 to plaintiff 1/9 to Aaron Shirk 1/9 to Henson Shirk 1/9 to Lodrisky McMillen 1/9 Susan Reed 1/9 to Josephine Reed which being produced to the court and by it approved.

6450 Henry C Eisenmenger
vs
Benjamine Wood et al

Leave was this day granted the defendant - Alice Wood to file answer and cross-petition herein instanter.

6505 Lucy D. McIntire
vs
Mary Jackson et al

This day came the plaintiff and upon the payment of costs amounting to $ dismissed the above case.

6459 Joanna McLain
as
John Sheehan 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 Joanna McLain 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 the said premises so far as they may be paid herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises.
It is further ordered that the Clerk cause satisfaction of the Mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union county, and the court coming now to distribute the proceeds of said sale amounting to $
It is ordered that the Sheriff out of the money in his hands pay
First- To the Treasurer of this county the taxes penalty and interest-against-said property, to-wit; the sum of $
Second- The cost of this action taxed at $
Third- To the plaintiff Joanna McLain who was the purchaser the amount heretofore found due her-

6500 Mary G. Morse adm
vs
Mathias Loschkey et-als

This day came Wm Moodie and asked leave to be made a party defendant with leave to file answer that he had sold the lands in the petition by warranty deed and was for that reason interested in the said cause and thereupon said Mathias Loschkey asked that said Moody be made a defendant with leave to enter his appearance and file answer and thereupon plaintiff objected and the court sustained said objection and refused to allow said Moody to file his answer to all of which said defendants excepted.

Martha J. Sloop }
vs }
6500 Sarah A. Sparks et al }

And now this cause coming on to be heard upon the petition (all of the parties being before the court and failing to answer or demurrer) and the evidence, 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 thereto;

Therefore the court further find that the plaintiff and defendants hereinafter mentioned, are tenants in common in the Estate described in the petition; that the plaintiff Martha J. Sloop has a legal right to the 1/7 thereof. The defendants Sarah A. Sparks, Lavina Swartz, Henry J. Smith, Samantha Smith, Elizabeth Hedges and Samuel N. Smith each a legal right to the 1/7 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 W. F. Cox, E. Hedges and J. Kirby, three judicious and disinterested free-holders of the Vicinity are hereby appointed commissioners to make the same, And it is ordered that a writ of partition issue to the Sheriff of Union County Ohio, commanding him by the oaths of the commissioners above named, he cause partition of the lands in the petition described to be made, and if the same cannot be made without manifest injury to the premises, then and in that case that they return the true valuation in money of said premises to this court without unnecessary delay.

6500 Martha J. Sloop
vs
Sarah A. Sparks et al

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on the Motion to Confirm the same, and it appearing from said report that said Estate could not be divided by Metes and bounds without injury to the value thereof, and that said commissioners have made and returned their appraisement of said Estate at $60.00 per acre the court find the said return and proceedings in all respects correct and in conformity to law, and do therefore and confirm the same.

And therefore, neither of said parties electing to take the said estate at its appraised value, on Motion of the plaintiff, it is ordered that said Estate be sold at public sale on the premises, and that an order issue therefor to the Sheriff of Union County Ohio. Terms of sale, one third cash in hand on day of sale, one third in one year and one third in two years from day sale with interest and secured by Mortgage on the premises sold. That the same be advertised in the Richwoods Gazette, and the said Sheriff is ordered to return his proceedings to this court without unnecessary delay.

6373 Charles Crawford.
vs
Clark Spurgeon et al

On 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 subject to the dower of the said Drusilla Spurgeon at $2003.00 less the value of the buildings, which are assigned to said Drusilla Spurgeon; 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 it appearing to the Court that the said Clark Spurgeon William Spurgeon, Charles Spurgeon, Martha Spurgeon, and Anna Spurgeon have elected to take said estate at its appraised value, and has paid to the Clerk of this Court the costs of this case and to said plaintiff his proportion of appraised value of said Estate (which the court finds to be $194.92 less $30.00 allowed to said defendants on expenses &c paid to said Genevra Crawford, leaving $164.92 paid to said plaintiff) subject to the dower charge of said Drusilla Spurgeon; is hereby adjudged to the said Clark Spurgeon, William Spurgeon, Charles Spurgeon, Martha Spurgeon, and Anna Spurgeon; and the Sheriff is ordered to execute and deliver to them a deed therefor.

Monday March 13th 1893

William H Willis.
vs
6474 Samuel Willis. Cynthia J Allen, Joseph Willis, Raymoth H Willis, Sarah E Robbins, Richard B Willis Armantha S Rowe and Barbara Willis 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 the first tract of land described in the petition to the purchaser, William H Willis, free of the dower of the said Barbara B Willis; And the said sheriff is further ordered by deed duly executed to convey the second tract of land described in the petition to the purchaser Raymoth H Willis, free of the dower of Barbara B Willis,

And the said Barba B Willis, by her answer, by her guardian G W Moore, having elected to receive in lieu of her dower, in said lands its value in money, the court find the just and reasonable value thereof in the first tract described in the petition to be, $88 27, and in the second tract described in the petition to be, $90 27. It is further ordered that out of the proceeds of said sale of said first tract described in the petition the plaintiff pay first

To the Treasurer of Union County, Ohio, sixteen and 95/100 dollars, being the taxes and assessments due on said premises,

Second; To the Clerk of this court the sum of $83 00 being one half the costs of this action, the entire costs, including a counsel fee of $74 22 to Colin Bales, for their services herein, being taxed at $166 04

Third; To George W Moore, guardian of Barbara B Willis; one note dated March 13th 1893, due in two years from date, payable to the order of George W Moore, as such guardian, for the sum of $88 27 with interest at 6% from date, and signed by W H Willis as and for her full dower in said first tract of land, described in the petition by agreement,

Fourth; And of the residue of said sale to the plaintiff William H. Willis, one eighth part of the cash proceeds, to wit; the sum of $29 69 and also, one note of $42 18 due March 13th 1894, and one note of $42 18 due March 13th 1895, both dated March 13th 1893, with interest at 6% from date, and signed by said William H. Willis.

(2) To the said defendant Samuel Willis, one eighth of the cash proceeds to wit; the sum of $29 69 and also two notes dated March 13th 1893, signed by said William H Willis, both 6% interest from date; the first for $42 18 due in one year, and the second for $42 18 due in two years from date

(3) To the defendant Cynthia J Allen, one eighth of the cash proceeds, to wit; the sum of $29 69, and also two notes, dated March 13th 1893, signed by William H Willis; the first for $42 18 and due in one year, and the second for $42 18 and due in two years from date with interest at 6%

(4) To the defendant Joseph Willis, one eighth of the cash proceeds, to wit; $29 69 and also two notes, dated March 13th 1893, signed by said William H Willis, the first for $42 18 due in one year, and the second due,

for $42.18 and due in two years, from date with interest at 6% (5) To the defendant Raymoth H Willis, 1/8 of the cash proceeds, to wit, $29.69 and also two notes, dated March 13th 1893, signed by said William H Willis, the first for $42.18 due in one year, and the second for $42.18 and due in two years, from date with interest at 6%.

(6) To the defendant Sarah E Robbins, 1/8, of the cash proceeds, to wit; $29.69 and also two notes dated, March 13th 1893, signed by said William H Willis the first for 42.18 due in one year, and the second for $42.18 and due in two years, from date with 6% interest,

(7) To the defendant Richard B Willis 1/8 of the cash proceeds, to wit; $29.69 and two notes dated March 13th 1893, signed by William H Willis, the first for $42.18 due in one year, and the second for $42.18 and due in two years from date, with interest at 6%.

(8) To the defendant Richard B Willis, as legal guardian of the defendant Armantha G. Rowe, 1/8. of the cash proceeds, to wit $29.69 and also two notes dated March 13th 1893, signed by said William H. Willis, the first for 42.18 due in one year, and the second for $42.18 due in two years from date, with interest at 6%, and payable to Richard B Willis as such guardian —

It is further ordered that out of the proceeds of said sale of said second tract described in the petition the Sheriff pay —

First. To the Treasurer of Union County Ohio, $5.74 being the taxes due on said premises,

Second. To the Clerk of this Court the sum of $88.02 being one half of the costs of this action, the entire costs including a counsel fee to Cole & Boles of $74.22 for their services herein, being taxed at $166.04

Third; To George H Moore, guardian of Barbara B Willis, one note dated March 13th 1893, due in two years from date, payable to said George H Moore, as such guardian, for the sum of $90.02 with interest at 6% ~~[illegible]~~ due in two years from date. and signed by Raymond H Willis, as and for her full dower in said second tract, described in the petition, by agreement, 6421.

Fourth; And of the residue of the proceeds of said sale, to the plaintiff

(1) William H Willis 1/8 of the cash proceeds, to wit, $31.40 and also two notes dated March 13th 1893, signed by Raymoth H Willis. The first note for $42.49 due in one year, and the second note, for $42.49 and due in two years, from date with 6% interest,

(2) To the defendant Samuel Willis 1/8 of the cash proceeds, to wit $31.40, and also two notes dated March 13th 1893, signed by Raymoth H Willis, the first for $42.49 and due in one year, the second for $42.49 and due in two years from date with 6% interest

(3) To the defendant Cynthia J Allen, 1/8 of the cash proceeds to wit the sum of $31.40 and also two notes dated March 13th 1893, signed by said Raymoth H Willis, the first for $42.49 and due in one year, the second for $42.49 and due in two years from date, with 6% interest.

(4) To the defendant Joseph Willis, 1/8 of the cash proceeds to wit the sum of $31.40 and also two notes dated, March 13th 1893, signed by Raymoth H Willis the first for $42.49 and due in one year, the second for $42.49, and due in two years

from date, with 6% interest,

(5) To the defendant Raymotto H Willis, 1/8. of the Cash proceeds to wit $31.40 and also two notes dated March 13th 1893, Signed by said Raymotto H Willis the first for $42.49 due in one year, the second for $42.49 and due in two years from date, with interest at 6%—

(6) To the defendant Sarah E Robbins, 1/8 of the Cash proceeds to wit $31.40 and also two Notes, dated March 13th 1893, Signed by said Raymotto H Willis, the first for $42.49 due in one year and the second for $42.49 and due in two years from date, with interest at 6%—

-7- To the defendant Richard B Willis 1/8 of the cash proceeds, to wit; $31.40 and also two notes, dated March 13 1893, Signed by said Raymotto H Willis, the first for $42.49 and due in one year, the second for $42.49 and due in two years from date with interest at 6%—

(8) To the defendant Richard B Willis, as guardian of the defendant Armantha B Rover, 1/8 of the cash proceeds, to wit, the sum of $31.40 and also two notes, dated March 13th 1893, and signed by said Raymotto H Willis and payable to said Richard B Willis as such guardian, the first for $42.49 and due in one year, and the second for $42.49 and due in two years from date with interest at 6%— All of said notes to be made payable to the parties to whom they are delivered above named,—

Michael Cody, Millie Thompson,
Alice Cody, Fannie Shuler,
Carrie Palen, Maud Hawley,
Ora Thompson, Nellie Thompson
Ethel Thompson Walter S Thompson
Imogene Thompson Ezra Thompson

6421. —— vs. ——

John Stokely, the unknown heirs of John Stokely deceased.
Gilbert Allen, the unknown heirs of Gilbert Allen deceased,
Mary Armstrong, the unknown heirs of Mary Armstrong deceased,
Elizabeth Braden the unknown heirs of Elizabeth Braden deceased
James E Braden, the unknown heirs of James E Braden, "
Mary M Braden, the unknown heirs of Mary M Braden "
Lydia Craig, the unknown heirs of Lydia Craig "
William Craig the unknown heirs of William Craig "
Otto Craig the unknown heirs of Otto Craig deceased
Thomas Craig the unknown heirs of Thomas Craig deceased
Samuel Craig the unknown heirs of Samuel Craig deceased
M B Craig the unknown heirs of M B Craig deceased,
Penelope Camp, the unknown heirs of Penelope Camp deceased
George W Camp, the unknown heirs of George W Camp deceased,
John W Cover the unknown heirs of John W Cover deceased,
Eliza Cover the unknown heirs of Eliza Cover deceased,
Eliza Cornwell, the unknown heirs of Eliza Cornwell deceased
Elizabeth Cornwell, the unknown heirs of Elizabeth Cornwell deceased,
John Cornwell Sr, the unknown heirs of John Cornwell Sr Deceased,
Shepherd Yates, the unknown heirs of Shepherd Yates deceased
John Cornwell Jr the unknown heirs of John Cornwell Jr deceased,

George Cornwell Sr. the unknown heirs of George Cornwell Sr decd,
George Cornwell Jr. the unknown heirs of George Cornwell Jr, decd,
— Carter wife of Joseph Carter whose given name is unknown,
Eliza Cox, the unknown heirs of Eliza Cox deceased,
William Cox, the unknown heirs of William Cox deceased,
William Cubbison, the unknown heirs of William Cubbison deceased
Elizabeth N. Cubbison the unknown heirs of Elizabeth N Cubbison deceased,
George S Craig, the unknown heirs of George S Craig deceased,
John S. Craig, the unknown heirs of John S Craig deceased,
J D Craig the unknown heirs of J D Craig deceased,
Ann Eliza Cornwell, the unknown heirs of Ann Eliza Cornwell decd,
Hester Dunlap, the unknown heirs of Hester Dunlap decd,
Parmelia Dickinson the unknown heirs of Parmelia Dickinson decd,
Ann Dickinson, the unknown heirs of Ann Dickinson deceased
Nancy Dickinson the unknown heirs of Nancy Dickinson decd,
Thomas Dickinson, the unknown heirs of Thomas Dickinson decd
Esther Dunlap, the unknown heirs of Esther Dunlap deceased,
Elizabeth Ann Dickinson, the unknown heirs of Elizabeth Ann, Dickinson dec
Elvira Dickinson the unknown heirs of Elvira Dickinson Decd,
Ann M Davidson, the unknown heirs of Ann M Davidson deceased,
Elizabeth Dew, the unknown heirs of Elizabeth Dew deceased,
Albert Dew, the unknown heirs of Albert Dew deceased,
Isaac Davenport, the unknown heirs of Isaac Davenport deceased,
Davenport & Allen, —
Mary Davidson, the unknown heirs of Mary Davidson deceased,
Thomas Davidson the unknown heirs of Thomas Davidson deceased
Joseph P Davidson, the unknown heirs of Joseph P Davidson deceased,
John Davidson, the unknown heirs of John Davidson deceased,
Mary Ewing the unknown heirs of Mary Ewing deceased,
George Ewing the unknown heirs of George Ewing deceased,
Nathaniel Ewing, the unknown heirs of Nathaniel Ewing deceased,
John Ewing, the unknown heirs of John Ewing deceased,
James Ewing, the unknown heirs of James Ewing deceased
Mary Francis, the unknown heirs of Mary Francis deceased,
Robert Francis, the unknown heirs of Robert Francis deceased,
Newton L Hupty, the unknown heirs of Newton L Hupty deceased,
Elizabeth E Hupty, the unknown heirs of Elizabeth E Hupty deceased,
George B. Kurtz, the unknown heirs of George B Kurtz died
James Kurtz the unknown heirs of James Kurtz deceased
Julia Kurtz, the unknown heirs of Julia Kurtz deceased
Jeremiah Kurtz, the unknown heirs of Jeremiah Kurtz deceased
Ann P. Leyburn the unknown heirs of Ann P Leyburn deceased
Alfred Leyburn the unknown heirs of Alfred Leyburn deceased,
William R Loyd, the unknown heirs of William R Loyd deceased
Jane S Loyd, the unknown heirs of Jane S Loyd deceased
David Murdock the unknown heirs of David Murdock deceased
Robert Means, the unknown heirs of Robert Means deceased
Amanda H Mather the unknown heirs of Amanda H Mather decd
Sarah C Mather the unknown heirs of Sarah C Mather deceased,

John McCullough, the unknown heirs of John McCullough, deceased,
Parmelia McCullough, the unknown heirs of Parmelia McCullough deceased
Samuel R Mather, the unknown heirs of Samuel R Mather deceased
Hetty Mitchell the unknown heirs of Hetty Mitchell deceased
Margery Murdock, the unknown heirs of Margery Murdock deceased,
Nancy Miller, the unknown heirs of Nancy Miller deceased
Miller husband of Nancy Miller whose given name is unknown
Mary Meason the unknown heirs of Mary Meason deceased
George Meason the unknown heirs of George Meason deceased
Cynthia Miller, the unknown heirs of Cynthia Miller deceased
Hiram Miller, the unknown heirs of Hiram Miller deceased
John H Miller, the unknown heirs of John H Miller deceased
Ann Miller, the unknown heirs of Ann Miller deceased
Rosen Parks the unknown heirs of Rosen Parks deceased,
Nancy Parks, the unknown heirs of Nancy Parks deceased
William Price, the unknown heirs of William Price deceased,
Lucy Price the unknown heirs of Lucy Price deceased
William D Price the unknown heirs of William D Price deceased,
John W Price, the unknown heirs of John W Price deceased
Alexander Price, the unknown heirs of Alexander Price deceased
James Price the unknown heirs of James Price deceased
Cornelia Porter the unknown heirs of Cornelia Porter deceased
David Porter the unknown heirs of David Porter deceased
Nelson Porter the unknown heirs of Nelson Porter deceased
Cornwell Porter the unknown heirs of Cornwell Porter deceased
Eliza Porter the unknown heirs of Eliza Porter deceased
Frances Price the unknown heirs of Frances Price Deceased
Maria Price the unknown heirs of Maria Price deceased
— Steed wife of J M Steed whose given name is unknown
James Reynolds, the unknown heirs of James Reynolds deceased,
Eliza Roberts, the unknown heirs of Eliza Roberts deceased,
Samuel Roberts, the unknown heirs of Samuel Roberts deceased
William Roberts the unknown heirs of William Roberts deceased,
Elizabeth Roberts the unknown heirs of Elizabeth Roberts deceased
Southgate wife of James Southgate, whose given name is unknown
Samuel Stokely, the unknown heirs of Samuel Stokely, deceased
Nancy Smith the unknown heirs of Nancy Smith deceased,
Mary Stokely the unknown heirs of Mary Stokely deceased,
Theodore Smith the unknown heirs of Theodore Smith deceased
Thomas Smith the unknown heirs of Thomas Smith deceased
Warwick Smith the unknown heirs of Warwick Smith deceased,
Joseph B Smith the unknown heirs of Joseph B Smith deceased,
John Smith the unknown heirs of John Smith deceased
Amos Smith the unknown heirs of Amos Smith deceased
Mary Smith the unknown heirs of Mary Smith deceased
Jacob Shumaberry the unknown heirs of Jacob Shumaberry deceased
Elmira Shumaberry the unknown heirs of Elmira Shumaberry deceased,
Benjamin Stokely Sr, the unknown heirs of Benjamin Stokely deceased,
Lyne Starling the unknown heirs of Lyne Starling deceased,

Silas B Strong, the unknown heirs of Silas B Strong deceased;
Beal Sellman the unknown heirs of Beal Sellman deceased
Mounford Stokely, the unknown heirs of Mounford Stokely deceased
Lucretia B Stokely, the unknown heirs of Lucretia B Stokely died
Benjamin Stokely, the unknown heirs of Benjamin Stokely deceased
Euclid Stokely, the unknown heirs of Euclid Stokely deceased
John Stokely the unknown heir of John Stokely deceased
Addison Stokely the unknown heirs of Addison Stokely deceased
James Addison Stokely, the unknown heirs of James Addison Stokely dec'd
Tecumseh Stokely, the unknown heirs of Tecumseh Stokely deceased
Benoni Tecumseh Stokely, the unknown heirs of Benoni Tecumseh Stokely dec'd
Baynes Stokely, the unknown heirs of Baynes Stokely deceased
Elizabeth Stokely, the unknown heirs of Elizabeth Stokely deceased
Ben Stokely, the unknown heirs of Ben Stokely deceased,
Thomas Stokely the unknown heirs of Thomas Stokely deceased,
John Van Hook the unknown heirs of John Van Hook dec'd
Annaretta Turner, the unknown heirs of Annaretta Turner dec'd
Mary Thompson the unknown heirs of Mary Thompson dec'd,
Polyxena White the unknown heirs of Polyxena White deceased
Francis P Wilson, the unknown heirs of Francis P Wilson deceased
William Wilson, the unknown heirs of William Wilson deceased
Hiram White the unknown heirs of Hiram White deceased
Elizabeth A Wood, the unknown heirs of ~~William~~ Elizabeth A Wood deceased
F P Wilson the unknown heirs of F P Wilson deceased —
Ella Wallace, the unknown heirs of Ella Wallace deceased,
Jane White, the unknown heirs of Jane White deceased,
Elizabeth Williams the unknown heirs of Elizabeth Williams deceased,
Louisa Wilson the unknown heirs of Louisa Wilson deceased,
John H Wallace the unknown heirs of John H Wallace deceased,
Maria Veach the unknown heirs of Maria Veach deceased,
William Turner, the unknown heirs of William Turner deceased
Thomas Wood the unknown heirs of Thomas Wood deceased
James Veach the unknown heirs of James Veach deceased
Prudence Lemon the unknown heirs of Prudence Lemon dec'd
Parmelia Camp, the unknown heirs of Parmelia Camp deceased,
Ebenezer Mather the unknown heirs of Ebenezer Mather deceased
Albert Dew, the unknown heirs of Albert Dew deceased
Elizabeth Dew the unknown heirs of Elizabeth Dew deceased
John Carl the unknown heirs of John Carl deceased
Margery V Porter the unknown heirs of Margery V Porter deceased.
John Williams the unknown heirs of John Williams deceased
Anna Price, the unknown heirs of Anna Price deceased,
Joseph Carter the unknown heirs of Joseph Carter deceased
Alexander R Bowen the unknown heirs of Alexander R Bowen deceased
Joseph M Steed the unknown heirs of Joseph M Steed deceased
Lydia Craig the unknown heirs of Lydia Craig deceased,
Prudence Murdock the unknown heirs of Prudence Murdock deceased.
John Ewing the unknown heirs of John Ewing deceased,
Yates Cornwell the unknown heirs of Yates Cornwell deceased,

James E Bauding the unknown heirs of James E Bauding deceased
Elizabeth Bauding the unknown heirs of Elizabeth Bauding deceased.
— Carter wife of Joseph Carter whose given name is unknown —
Anexaretta. Turner. the unknown heirs of Anexaretta Turner deceased.
William Frances. the unknown heirs of William Frances deceased
George Frances the unknown heirs of George Frances deceased
Thomas Frances the unknown heirs of Thomas Frances deceased
Noah Francis the unknown heirs of Noah Francis deceased
Deborah Ann Francis the unknown heirs of Deborah Ann Frances deceased
Nancy J Landis the unknown heirs of Nancy J Landis deceased
Rachel Dickerson the unknown heirs of Rachel Dickerson deceased
Elizabeth Dickerson the unknown heirs of Elizabeth Dickerson deceased
William Craig the unknown heirs of William Craig deceased
George Craig the unknown heirs of George Craig deceased
Zelpah M Miller the unknown heirs of Zelpah M Miller deceased
Nancy Dickerson the unknown heirs of Nancy Dickerson deceased
Elizabeth Dickerson the unknown heirs of Elizabeth Dickerson deceased
Elvina Dickerson the unknown heirs of Elvina Dickerson deceased
Franklin Dickerson the unknown heirs of Franklin Dickerson deceased
Elizabeth Dickerson the unknown heirs of Elizabeth Dickerson deceased
Caroline Dickerson the unknown heirs of Caroline Dickerson deceased
Mary Dickerson the unknown heirs of Mary Dickerson deceased
Ann Dickerson the unknown heirs of Ann Dickerson deceased
Stokely Craig the unknown heirs of Stokely Craig deceased
John Craig the unknown heirs of John Craig deceased
Mary Craig the unknown heirs of Mary Craig deceased
Hayatt Craig the unknown heirs of Hayatt Craig deceased
William Craig the unknown heirs of William Craig deceased
Benjamin Davidson the unknown heirs of Benjamin Davidson deceased
Prudence Hills the unknown heirs of Prudence Hills deceased
Hamilton Smith the unknown heirs of Hamilton Smith deceased
Warwick Smith the unknown heirs of Warwick Smith deceased,
Julia Kurtz, the unknown heirs of Julia Kurtz deceased
Mary L Thompson the unknown heirs of Mary L Thompson dec'd,
Theodore Smith the unknown heirs of Theodore Smith deceased,

This cause this day coming on for hearing, the plaintiff by their attorneys, offers proof of publication, of notice to the defendants, and unknown heirs, of the pendency and prayer of the petition herein, and the Court finding said publication and proof in all respects regular and according to law, and the former orders of this Court, do hereby approve the same. And this Cause was submitted to the Court upon the pleadings, the defendants all being in default for answer and demurrer, and the evidence and on consideration thereof the Court finds that at the time of bringing this action the said plaintiffs were in the possession of the real property described in the petition, and that they had the legal estate in and were entitled to the possession of the same; that neither of the defendants, or 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 plaintiffs ought to have their title and possession quieted

Monday March 13th AD 1893.

as against each and every one of said defendants as prayed for in their Petition;

It is therefore ordered and adjudged and decreed that the title and possession of Mellie Thompson, widow and devisee of, and Alice Cody, Fannie Shuler, Carrie Palen, Maud Hawley, Ora Thompson Nellie Thompson, Ethel Thompson, Walter S Thompson, Imogene Thompson, Ezra Thompson, children and devisees of Nelson P Thompson, deceased, to all and singular the premises described in the petition as follows to wit;

Situated in Dover Township, union County Ohio; and part of Virginia Military Survey No 5504, - Beginning at a stone in the N stone in the North East Corner of said Survey, where the Blues Creek and Dover road crosses the Waldo road, thence with the center of the Blues Creek & Dover Road, S 10° E 354 7/100 poles to a stone being the South east corner of the survey; Thence with the south line of said Survey S 81½° W 83 16/100 poles to a stone; Thence, N 10° W 356 7/100 poles to a stone in the center of the Waldo Road, and North line of the Survey; Thence, with the center of the Waldo road, and North line of the Survey, N 83½° E, 83 16/100 poles to the place of beginning Containing 184 86/100 acres, more or less excepting one acre in the North East corner, used as a grave yard, be and the same hereby are quieted as against the defendants, and each and every one of them, and all persons claiming under 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 Mellie Thompson, Alice Cody, Fannie Shuler, Carrie Palen, Maud Hawley, Ora Thompson Nellie Thompson, Ethel Thompson, Walter S Thompson Imogene Thompson, Ezra Thompson theirs heirs and assigns thereto.

It is further ordered adjudged and decreed that the title and possession of the said Michael Cody to all and singular the premises in the petition described as follows to wit, Situate in Dover Township union County Ohio, and part of Virginia Military Survey No 5504, & described as follows, Beginning at a stake N.W. corner of said Survey, and at the intersection of the Steam Mill & Blues creek Road, with the Waldo Road; thence S 8½° E with the center of the said Steam Mill & Blues creek road, 125 20/100 poles, to a stake; Thence N. 78½° E 168 poles to a stake, to the west line of J. & N P Thompson's land; thence with the west line of said land N 10° W 125 20/100 poles to a stake in the center of the Waldo road, and North line of said Survey, Thence with the center of said Waldo road, and the North line of said Survey, S 83½° W 168 20/100 poles to the beginning Containing 129 20/160 acres, more or less, but subject to all legal highways, - be and the same are hereby quieted as against the defendants and each and every one of them, and all persons claiming under 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 Michael Cody, his heirs and assigns thereto, It is further ordered and adjudged that the plaintiffs pay the costs of this action taxed at $.

The State of Ohio on relation
of Arthur Webb adm of
E. M. Witter deceased
vs
E. E. Witter & H. H. Witter

Now comes the defendants and present to the referee their certain bill of Exceptions herein which being found by the referee to be true is allowed signed and sealed, and ordered filed with the pleadings in the case.

Supreme Court of the State of Ohio,

The State of Ohio, City of Columbus. } January Term AD 1893,

The Bank of Marysville, vs The Wendisch Mulhauser Brewing Company } Error to the Circuit Court of Union County Ohio

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 with costs, and this Court proceeding to render the Judgment which the Circuit should have rendered, it is considered and adjudged that the Judgment of the Court of Common Pleas, be and the same is hereby reversed, with costs, for error in sustaining the demurrer to the answer, and overruling the demurrer to the petition. It is further considered and adjudged, that the plaintiff in error recover its costs in this Court, and in the Circuit Court expended to be taxed and that this Cause be remanded to the Court of Common Pleas with instructions to overrule the demurrer to the answer, and sustain the demurrer to the petition, and for further proceedings according to law—

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 Josiah B Allen 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 18th day of March AD 1893

Seal

Josiah B Allen Clerk
By Horace M Crow Deputy,

State of Ohio, City of Columbus } Supreme Court of Ohio,
To The Honorable Court of Common Pleas,
Within and for Union County 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 Bank of Marysville
vs
The Wendisch Mulhauser, Brewing Company
into execution, the petition in error herein and heretofore granted to the contrary notwithstanding

Witness, Josiah B Allen, Clerk of our said Supreme Court of Ohio, at Columbus, this 18th day of March AD 1893,

Seal

Josiah B Allen Clerk
By Horace M Crow Deputy,

Supreme Court of The State of Ohio,

The State of Ohio } January Term AD 1893,
City of Columbus }

Jasper Woodworth et al } Error to the Circuit
vs } Court of Union County
George Crandall et al }

This cause came on to be heard on 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 was 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 plaintiffs 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 Joseph B Allen 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 28th day of March AD 1893

Joseph B Allen Clerk
John P Dana Deputy,

State of Ohio. } Supreme Court of Ohio,
City of Columbus }

To the Honorable Court of Common Pleas,
Within and for the County of Union Ohio, Greeting

We do hereby command you that you proceed without delay to carry the within and foregoing Judgment of the Supreme Court of Ohio, in the Cause of

Jasper Woodworth et al,
vs
George Crandall,

into execution, the petition in error, herein, and heretofore granted to the Contrary notwithstanding

Witness Joseph B Allen Clerk of our said Supreme Court of Ohio, at Columbus, this 28th day of March AD 1893

Joseph B Allen Clerk
John P Dana Dep.

6508

Monday April 3d A.D. 1893

This day on account of the absence of the Hon John A Rice, Judge. The Sheriff adjourned until tommorow at one o'clock P.M.

Tuesday April 4th A.D. 1893.

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 April in the year of our Lord one thousand Eight hundred and Ninety three and held in the Court Room in the Village of Marysville County and State aforesaid, was begun on Tuesday the 4th day of April in the year aforsaid.

Present:-

Hon. John A. Price
Judge of the court of common pleas
of the 10th Judicial District of Ohio

William G. Snodgrass
Sheriff of Union County, Ohio

A. B. Swisher
Coroner of Union County, Ohio

Attest:-
R. McCrory,
Clerk of the Common Court of Union County, Ohio

By W. M. Winget
Deputy.

Philip Snider et-al
vs
George A. Fox et-al } 6508

This day this cause came on for hearing on motion of the plaintiffs to confirm the sale of the property herein made and it appearing to the court that the Receiver has made said sale in conformity to the order of the court in all things, It is hereby considered, ordered and adjudged that said sale be confirmed and said Receiver is hereby ordered to convey said premises in fee simple to the purchaser John A. Marsh & John Mc. Longbrake.
It is further ordered that the Receiver retain the proceeds of said sale for further order of the court.

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 indorsements thereon, as follows, to-wit:
On the 7th day of March 1893. 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.

Wm. S. Snodgrass, Sheriff.

1	D. S. Danforth	Mar 10th	by copy
2	J. R. Dodge	" "	"
3	John F. Spain	" "	"
4	H. C. Clark	" "	"
5	N. J. Dillon	" "	"
6	John Kerns	" "	"
7	William Staley	" "	"
8	Charles Harriger	" "	"
9	J. W. Southard	" "	"
10	D. E. Miller	" "	"
11	John Brown	" "	"
12	Homer Southard	" "	"
13	William C. Bennett	" "	"
14	Seth Lewis	" "	"
15	H. M. Warner	" "	"

and upon calling the same in open court J. R. Dodge, John F. Spain H. C. Clark, N. J. Dillon, John Kerns, William Staley, Charles Harriger J. W. Southard, D. E. Miller, John Brown, Harvey Southard Seth Lewis and H. M. Warner; and for good cause shown the court excused J. R. Dodge, and the panel being incomplete, the court ordered the panel to be filled from the Petit jurors
The following named persons compose the grand jury, to wit; 6345

1 J. W. Southard foreman	6 Chas Harriger	11 H. M. Warner
2 John F. Spain	7 D. E. Miller	12 Harrison Turner
3 N. J. Dillon	8 John Brown	13 Orvie Rhoads
4 John Kerns	9 Harvey Southard	14 Edson Perry and
5 Wm Staley	10 Seth Lewis	15 H. C. Clark

The panel being full. the court appointed John W. Southard 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.

6538

Dora Miller by
Wm McElroy Guardian
vs
Mary Saltman et-als

This day came John R Taylor and obtained leave to be made a party defendant herein, on consideration whereof it is ordered that the said John R. Taylor be made a party defendant herein, and leave is granted to him to file answer herein in ten (10) days.

Sharrer & March
6533 vs
A. M. Freeman

In this cause, on the motion of said plaintiff Sharrer & March and it being made to appear to the court that the said judgment herein has become and is dormant and that there is still due thereon the sum of Sixty Seven & 26/100 dollars and Four & 7/100 dollars with interest from the 14th day of May 1887 It is therefore ordered that said A. M. Freeman 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 6th day of May 1893 and in default of such showing, that said judgment to stand revived for said sums.

Cassius G. Rhoads
6345 vs
W. T. Strader

Court then adjourned until 8.30 o'clock tomorrow morning

Wednesday April 5th A. D. 1893

Court convened at 8-30 o'clock this morning pursuant to adjournment
Present:
Hon John A. Price Judge

6543

McCune, Lonnis & Grosvold
vs
Isaac F Gates et als

It appearing to the court that Ernest Gates, Walter Gates and Rosa Gates, are necessary parties to the controversy in this case for the reason that they are the only heirs of Leonard Gates deceased, and as such heirs have an undivided one third interest in the land described in the petition, the said Ernest Gates, Walter Gates and Rosa Gates are therefore on motion made parties defendant hereto, and it is ordered that process issue for them.

5834

Lester Clark
vs
Calvin Felkner

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

1 Carlton Welch
2 W. B. Harriott
3 J. C. Collier
4 Newton Pierce
5 Michael Berger
6 Thos Robinson
7 G. A. Rausch
8 A. E. Mitchell
9 William McMahon
10 W. D. Noggle
11 H. A. Westlake and
12 Hiram Johnson

who were duly impanelled and sworn according to law, and the said jurors 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 comes said jury into open court with their verdict in writing signed by their foreman and say;
"We the jury find for the defendant.

Newton Pierce (Foreman)

6311

W. T. Hoops et al admrs
vs
D. T. Hollingsworth

This day came the parties and settled this case, and therefore by consent of the parties this cause is to be and is dismissed without record at defts costs.
Therefore it is considered by the court that the plaintiffs recover of the defendants their costs herein expended taxed to $

Hiram D. Kimball }
vs }
6543 S. P. Kimball }

This day came the plaintiff by Robinson Woodburn his attorneys and filed his petition against said defendant, and thereupon John M. Brodrick 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 and shown to the court and filed with the clerk thereof appeared in open court in behalf of said defendant, waived the issuing and service of process, entered the appearance of said defendant herein and acknowledging that said defendant did owe and was indebted unto the plaintiff as he has in his petition alleged, by virtue of said warrant of attorney confessed that there is due from said Defendant to said plaintiff on said indebtedness the sum of $4498.00 bearing interest ~~annually~~ at 8% 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 Hiram D. Kimball plaintiff do recover of the said S. P. Kimball defendant the sum of $4498.00 so confessed, as aforesaid with interest from April 5th 1893, at 8% per annum, and also his costs in his behalf expended taxed to $ and by virtue of said warrant of attorney all errors in this action, judgment and proceeding and all proceedings, petition and writ of Error thereon are by said defendant waived and released.

Court then adjourned until 8-30 o'clock tommorrow morning.

Thursday April 6th A. D. 1893.

Court convened at 8-30 o'clock this morning pursuant to adjournment.

Present:

Hon John A Price, Judge

3140	James Carter vs Barb North Lewisburgh	Continued
4145	D. M. Robinson vs P. & St Louis R R Co	Continued
	Thomas Martin vs A. C. Pierson	Continued

Friday April 7th A.D. 1893

Court convened at 8-30 o'clock this morning pursuant to adjournment

Present

Hon John A. Price, Judge.

"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 to wit:

1 John W. Southard	6 William Staley	11 Seth Lewis
2 John F. Spain	7 Charles Harriger	12 H. M. Warner
3 H. C. Clark	8 D. E. Miller	13 Harrison Turner
4 N. G. Dillon	9 John Brown	14 Orrie Rhoads
5 John Keems	10 Homer Southard	15 Edson Perry

And presented to the court, through their Foreman John W. Southard, their certain bill of indictment against French Simmons and John Rogers for Burglary and Petit-Larceny, indorsed "a true Bill"

John W. Southard
Foreman of the Grand jury

Saturday April 8th A.D 1893.

Court convened at 9 o'clock this morning pursuant to adjournment.

Present:
Hon John A. Price, Judge

"Final Report of the Grand jury"

This day again 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	John W. Southard	6 William Staley	11 Seth Lewis
2	John F. Spain	7 Charles Hearriger	12 H. M. Warner
3	H. C. Clark	8 D. E. Miller	13 Harrison Turner
4	N. G. Dillon	9 John Brown	14 Orie Rhoads and
5	John Kearns	10 Homer Southard	15 Edson Perry and

presented through their foreman John W. Southard their certain bills of indictment against Andy Hannagan for Unlawfully selling and Furnishing Intoxicating liquors to Minors, 2 Andy Hannagan for Unlawfully selling and furnishing Intoxicating Liquors to a Minor 3 Andy Hannagan keeping place open on Sunday, 4 Andy Hannagan keeping place open on Sunday, 5 Andy Hannagan keeping place open and selling on Sunday, 6 Andy Hannagan, Unlawfully selling and furnishing Intoxicating liquors to Minors, 7 Andy Hannagan for Unlawfully selling & furnishing intoxicating liquor to a Minor, 8 F. B. Gross for keeping place open and selling on Sunday, 9 F. B. Gross for keeping open and selling on Sunday 10 F. B. Gross for keeping place open and selling on Sunday, 11 F. B. Gross for Unlawfully selling & Furnishing Intoxicating liquors to Minors. 12 Frank A. Penner for keeping place open and selling on Sunday, 13 Frank A. Penner for keeping place open and selling on Sunday, 14 Harry Nye Unlawfully selling and furnishing Intoxicating liquors to Minors. 15 Harry Nye for Unlawfully selling and furnishing intoxicating liquors to Minors - Al Degood for Unlawfully selling and furnishing intoxicating liquors to Minors. Tod Tonquet for unlawfully selling & furnishing intoxicating liquors to a Minor. George Winter for for furnishing and selling intoxicating liquor to a Minor, David Tarler for unlawfully selling and furnishing intoxicating liquors to Minors, John Lingrel for keeping place open on Sunday. John Lingrel for keeping place open on Sunday. John Lingrel for keeping place open on Sunday. John Lingrel for unlawfully selling and furnishing liquors to persons in the habit of getting intoxicated. John Lingrel for unlawfully selling and furnishing intoxicating liquors to a person intoxicated, John Lingrel for unlawfully selling and furnishing Liquors to Persons in the habit of getting intoxicated. John Lingrel for unlawfully selling and

furnishing liquors to persons in the habit of getting intoxicated.
John Lingrel for unlawfully selling and furnishing liquors to persons in the habit of getting intoxicated, John Lingrel for keeping a public room for the sale of liquors contrary to law- Newton Lingrel for unlawfully selling and furnishing liquor to a person in the habit of getting intoxicated.
Melvin Lingrel for unlawfully selling and furnishing liquors to persons in the habit of getting intoxicated, Arthur Watts, Edward Watts, Earl Watts, Clay Stiggers Fay Stiggers and Elmer Webb for disturbing a meeting. John Harrigan for disturbing a meeting John Brokley for disturbing a meeting. Edward Clark for Petit Larceny.
Charles Hutchinson for Burglary & Petit Larceny. and Charles Williams for Burglary and Petit Larceny. Each, indorsed "A True Bill"
John W. Southard Foreman of the Grand jury- And there 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 April Term 1893. 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 come to our notice, having examined 94 Witnesses covering Forty-one cases and presented 37 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 plumbing connected with the Water-closets have been injured to such an extent as to render the flushing of the waste-pipes an impossibility and they respectfully recommend that the necessary repairs be ordered by the proper authorities.

Respectfully submitted-
John W. Southard
Foreman.

April 8th 1893

Court then adjourned until ~~Tuesday~~ April 11th 1893 at Nine O'clock A.M.

Tuesday April 11th A. D. 1893

Court convened at nine o'clock this morning pursuant to adjournment.

Present.

Hon John A. Price, Judge.

6364 James H. Walker
vs
John Gilberry
(John Riley)

This cause is continued on motion and showing of the defendant and at his cost of the term.

It is therefore adjudged by the court that the plaintiff recover of the defendant his cost of this term expended.

McCune, Lonnis & Griswold
vs
Isaac F. Gates, Walter Gates
Rosa Gates Emmet Gates &c
the unknown heirs of Seth Gates decd

On motion of the said McCune, Lonnis & Griswold by their attorney and it appearing from the affidavit of Edward E. Cole one of the attorneys of the firm of McCune Lonnis & Griswold that the names and residences of the heirs of said Seth Gates are unknown to the said plaintiffs, it is ordered that as to them service be made by publication for six consecutive weeks in manner prescribed by statute in case of non-residents defendants.

6385 M J. Haines et al
vs
Joshua Truett

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

1 Simeon Adams
2 Carlton Welch
3 J. C. Collier
4 Newton Pierce
5 Michael Berger
6 Thomas Robinson
7 G. A. Rausch
8 A. E. Mitchel
9 William McWatters
10 W. D. Noggle
11 H. A. Westlake &
12 Hiram Johnson

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 evidence in part, and the hour of adjournment having arrived this cause was continued until 8-30 o'clock tomorrow morning.

The State of Ohio
vs
Charles Williams } Indictment for Burglary

894

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.

The State of Ohio
vs
Frank O. Penney } Indictment for keeping place open and selling on Sunday.

870

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 thereupon after being fully advised in the premises, it is ordered and adjudged by the court that the said Frank O. Penney pay a fine of Fifty dollars and the costs of this prosecution and execution is awarded, and that the said Frank O Penney be imprisoned in the jail of Union county for the term of ten days, and that he stand committed to the jail of Union County until the amount of said fine & costs shall be paid.

The State of Ohio
vs
Frank O. Penney } Indictment for Keeping place open and selling on Sunday

871

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 thereupon after being fully advised in the premises, it is ordered and adjudged by the court that the said Frank O. Penney pay Fine of Twenty-five dollars and the costs of this prosecution, and execution is awarded, and that the said Frank O. Penney be imprisoned in the jail of Union County for the term of 10 days. to commence at the expiration of the sentence in case No 870. And that he stand committed to the jail of Union county until the amount of said fine & costs shall be paid.

The State of Ohio
vs
John Zwiegel } Indictment for selling to persons in the habit of getting intoxicated

883

Nollie Prosequi is entered herein by order of the court at request of the Prosecuting attorney.

The State of Ohio }
vs } Indictment for Selling Liquors to Minors.
David Taylor }

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 by the Court that the said David Taylor pay a fine of $25.00 and the costs of this prosecution, and that the said David Taylor be imprisoned in the jail of Union County for the term of five days, and that he stand committed to the jail of Union County until the amount of fine and costs shall be paid. 893

894

876 The State of Ohio }
vs } Indictment for Selling intoxicating liquors
George Winters } to Minors.

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 Prosecuting Attorney doth the like. And this case was set down for Trial on April 24th 1893.

889 The State of Ohio }
vs } Indictment for Disturbing a Meeting
Arthur Watts, Edward Watts }
Earl Watts, Clay Stiggers }
& Fay Stiggers }

875

Now comes the Prosecuting attorney on behalf of the State of Ohio, and the defendants above named, 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 Arthur Watts shall pay his portion of the costs of this prosecution, and Execution is awarded, and that Edward Watts, Earl Watts, Clay Stiggers and Fay Stiggers each pay a fine of Five Dollars, and their share of the costs of this prosecution, and Execution is awarded

Court then adjourned until 8-30 Oclock tommorrow Morning

Wednesday April 12th A. D. 1893

Court convened at 8-30 o'clock this morning pursuant to adjournment
Present:
Hon John A. Price, Judge.

893 The State of Ohio
vs } Indictment for Burglary.
Charles Hutchinson

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 doth the like

894 The State of Ohio
vs } Indictment for Burglary
Charles Williams

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 Charles Williams 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 Williams, 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.

875 The State of Ohio
vs } Indictment for Selling Liquors to a Minor.
Tod Tongnet

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 Tod Tongnet 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 and that he stand committed to said jail until the amount of said fine & costs shall be paid
Nollie-Prosequi is entered herein, as to the second count in said indictment by order of the court at the request of the Prosecuting attorney.

887

872 The State of Ohio } Indictment for unlawfully selling Liquors to
vs } a Minor
Harry Nye }

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 Harry Nye pay a fine of twenty-five dollars and the costs of this prosecution, and execution is awarded and that the said Harry Nye be imprisoned in the jail of Union county for the term of Five days and that he stand committed to said jail until the amount of fine & costs shall be paid.
Nollie prosequi is entered herein, as to the second count of said indictment by order of the court at the request of the prosecuting attorney.

888

873 The State of Ohio } Indictment for selling to a Minor
vs }
Harry Nye }

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 Harry Nye be imprisoned in the jail of Union county for the term of five days to take effect immediately upon the expiration of the jail sentence of five days, in cause No 872, and that he pay a fine of twenty five dollars and the costs of this prosecution, and that he stand committed to said jail of Union county until the amount of said fine and costs shall be paid.
Nollie prosequi is entered herein as to the second count by order of the court at the request of the prosecuting attorney.

883

882 The State of Ohio } Indictment for unlawfully selling to a person
vs } intoxicated
John Lingrel }

Nollie prosequi is entered herein by order of the court at the request of the prosecuting attorney.

884

887 The State of Ohio vs Newton Lingrel } Indictment for selling Intoxicating Liquors to a Person in the Habit of getting Intoxicated

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 arranged 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 Newton Lingrel 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, and that he stand committed to said jail until the amount of said fine and costs shall be paid. Nolle-Prosequi, is hereby entered herein as to the second count of said indictment by order of the court at the request of the Prosecuting Attorney.

888 The State of Ohio vs Melvin Lingrel } Indictment for selling Liquor to a person in habit of getting Intoxicated

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 Melvin Lingrel 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 and that he stand committed to said jail until the amount of said fine and costs shall be paid. Nolle-Prosequi is entered herein by order of the court, at the request of the prosecuting attorney as to the second count in said indictment

883 The State of Ohio vs John Lingrel } Indictment for selling to persons in the habit of getting intoxicated

Nolle-Prosequi is entered herein by order of the court at request of the prosecuting attorney.

884 The State of Ohio vs John Lingrel } Indictment for selling to a person in the habit of getting intoxicated

Nolle-Prosequi is entered herein by order of the court at the request of the Prosecuting attorney

878 The State of Ohio vs John Leingrel } Indictment for keeping place open on Sunday

6385-

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 assigned upon said indictment for plea thereto, saith he "Guilty;" Thereupon after being fully advised in the premises, it is ordered and adjudged by the court that the said John Leingrel be imprisoned in the jail of Union county for the term of ten days, and that he 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 shall be paid.

886 The State of Ohio vs John Leingrel } Indictment for keeping a Public Room for the sale of Liquors contrary to law

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 John Leingrel be imprisoned in the jail of Union county for the term of ten days, to commence immediately on the expiration of the jail sentence in No 878 and that he pay a fine of fifty dollars and the costs of this prosecution and that he stand committed to said jail until the amount of said fine and costs shall be paid.

879 The State of Ohio vs John Leingrel } Indictment for keeping place open on Sunday

Nollie prosequi is entered herein by order of the court at the request of the Prosecuting attorney

881 The State of Ohio vs John Leingrel } Indictment selling to a person in habit of getting Intoxicated

Nollie prosequi is entered herein by order of the court at the request of the Prosecuting attorney.

6383- M. J. Haines et al
vs
Joshua Truett

This day again came the said parties and also came the Jury heretofore impanelled and sworn 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 tommorrow Morning

6509 James Irvine
vs
Lafayette Harraman et al

This day this cause came on to be heard upon the petition and the evidence (all of the said defendants being in default for answer or demmurer) and was argued by counsel; upon consideration whereof, and the court being fully advised in the premises, do find that all of the said defendants have been duly and legally notified of the filing and pendancy of the petition in this case and that by reason of their failure to answer or demmurer to the allegations of the said petition the same are by them confessed to be true.

And the court do further find that there is due to the said plaintiff from the said defendant Lafayette Harraman upon the promissory note mentioned and set forth in the petition the sum of $, together with interest thereon at the rate of Eight per cent per annum from the date of the entry of this decree;

And the court do further find that in order to secure the payment of said promissory note the said defendant Lafayette Harraman (his wife Martha P. Harraman, who is now deceased joining him therein) executed and delivered to Fahey's Bank his certain mortgage deed upon the real estate described in plaintiff's petition herein; that said mortgage deed was duly filed for record with the Recorder of Union County Ohio on the 5th day of January, A.D. 1886 at 8 o'clock a.m. and was duly recorded in the Records of Mortgages of said Union Co. on the 9th day of January, 1886 in Vol. 22, page 425 of the records of Mortgage of said county; that the said plaintiff Jas Irvine is now the holder and owner of said mortgage by virtue of a sale and assignment thereof from the said Fahey's Bank; that the conditions of said mortgage have been broken, and that the said plaintiff is entitled to have the defendant's equity of redemption in said real estate foreclosed,

It is therefore ordered, adjudged and decreed by the court that unless the said defendant Lafayette Harraman within five days from the entry of this decree pay or cause to be paid to the said plaintiff the amount hereinbefore found due him, together with interest and costs 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 orders thereon.

Court then adjourned until 8-30 o'clock tommorrow morning.

891

6458

6484

Thursday April 13th A. D. 1893.

Court convened at 8-30 this morning pursuant to adjournment.
Present Hon John A. Bible, Judge

The State of Ohio }
891 vs } Indictment for disturbing a meeting.
John Buckley }

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;" Whereupon, after being fully advised in the premises, it is ordered and adjudged by the Court that the said John Buckley pay a fine of five dollars, and the costs of this prosecution, and execution is awarded.

Amanda M. Jennings }
6458 vs }
Frank Jennings }

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 by the testimony in the case do find for the plaintiff as follows.
1st That the parties were married as stated in the petition
2d That said plaintiff was a resident of the State and county as stated in the petition
3d That said defendant was and had been guilty of habitual drunkenness for more than three years next prior to the filing of this petition.
It is therefore ordered and adjudged by the court that the marriage relation heretofore existing between the parties be and the same is dissolved and the plaintiff restored to her maiden name of Amanda M Johnson and that she recover her costs taxed at $ off said defendant.

Wilber D. Benedict }
6484 vs }
Charles H. McCurdy }

This day this cause came on to be heard on the application of the defendant for leave to file answer herein by April 24th 1893 and was submitted on the evidence, an consideration whereof leave is granted to the defendant to answer by said day.

6385 W. J. Haines et al
vs
Joshua Trott

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 remaing testimony and the arguments of counsel, and the hour of adjournment hapring arrived this cause was continued until 8-30 O'clock tomorrow morning.

6439

Friday April 14th A. D. 1893.

Court convened at 8-30 o'clock this morning pursuant to adjournment
Present;
Hon Joshua Price, Judge

Leonard L. Church, Samuel L. Church
& Theodore D. Weld partners under the
firm name of Church Bros & Weld
6439 vs
William H. Yarrington et al

This day, April 14th 1893 on motion of plaintiffs and on their 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 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 this Court, it is therefore ordered that the said proceedings and sale be, and the same are hereby approved and confirmed, and it is further ordered that the said Sheriff convey to the purchaser William Baldwin by deed in fee simple the lands and tenements so sold, the same being the lands heretofore attached in this action, and the said purchaser is hereby subrogated to all the rights of the said lien-holders in said premises so far as they have been paid herein for the protection of his title, and it is ordered that a writ of possession be awarded to put said purchaser in possession of said premises.

And the court coming on to distribute the proceeds of said sale amounting to two thousand three hundred & seventy five dollars, ($2375.75) it is ordered that the Sheriff out of the moneys in his hands pay. 1st The costs of this action taxed to $.
2d The Taxes now due and payable on said premises.
3d All the promissory notes executed by the said William H. Yarrington to Amelia Brannon, Estelle W. Wilcox and Alvin N Rosencrantz, and secured by Mortgage on said premises. said Notes now being found to be in the hands of different lien holders, as shown by the answers of the Farmers Bank Alvin N Rosencrantz, Clara J Cassil Philip Snider and the Bank of Marysville. The amount of said notes to be paid to the said owners of the same respectively and to be paid in the order to which they respectively become due
4th To the plaintiffs in this action the amount of their judgment in this action. And it is further ordered that the Union Bank (in Marysville) pay to the plaintiffs any balance that may remain in its hands after the indebtedness from William H. Yarrington to said Union Bank is paid and satisfied which may be sufficient to pay the judgment of plaintiff in full. and it is ordered that if any ballance remains in the hands of the Sheriff after paying out as above ordered that he retain said balance subject to the future order of this Court.

Union County Ohio

To J.F. Wertsbaugh Dr

To making autopsy on dead body of the infant-child of Nora Harris of Richwood Ohio Feb 10th 1893 $15.00 859

The above named autopsy was made at my directions to ascertain the cause of death the same having supposed to come to its death by violence

A. B. Swisher, Coroner
of Union Co. Ohio.

April 14th/93.

The foregoing claim & acct of J.F. Wertsbaugh M.D. is approved and allowed, and the Auditor of Union County is directed to draw his warrant on the Treasurer of said County in favor of J.F. Wertsbaugh M.D. for said sum of $10.00

John A. Price, Judge

6512 Effie Pritchard }
vs }
William Pritchard }

860

This day this cause came on to be heard upon the petition of the plaintiff and the testimony of plaintiffs witnesses the defendant being in default for answer, and the court being fully advised in the premises do find for the plaintiff as follows to-wit;
1st That due notice of the pendancy of this petition had been served on the defendant.
2d That said parties were married as stated in the petition
3d That said defendant has been guilty of habitual drunkenness and gross neglect of duty for more than three years last past as set out in said petition.
It is therefore considered and adjudged by the court that a complete divorce be granted the plaintiff and that she have the custody, care, control and education of said child Dana Pritchard with the privilege to the defendant to visit said child at proper times and that she recover her costs taxed at $ 861

6385 M. J. Haines et al }
vs }
Joshua Truett }

This day again came the parties by their attorneys also came the jury heretofore impanneled and sworn herein, and the said jury having heard 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 signed by their foreman and say, "We the jury find that there is due plaintiff ($53.97) Fifty three ninety seven cents

Newton Pierce Foreman.

859 The State of Ohio vs Andy Hannegan } Indictment for Selling 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 being fully advised in the premises, it is ordered and adjudged by the court that the said defendant Andy Hannegan pay a fine of twenty five dollars and the costs of this prosecution; and that he be imprisoned in the jail of Union County for the term of five days, and that he stand committed until said fine and costs shall be paid or secured to be paid, or he be otherwise legally discharged.

860 The State of Ohio vs Andy Hannegan } Indictment for Selling Liquors to Minors.

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 Andy Hannegan be imprisoned in the jail of Union County for the period of five days and that he pay a fine of twenty-five dollars and the costs of this prosecution, 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.
Nollie Prosequi, is entered herein, by order of the Court at the request of the Prosecuting Attorney as to the second count of the indictment herein

861 The State of Ohio vs Andy Hannagan } Indictment for Keeping Place open on Sunday and Selling on Sunday.

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 Andy Hannegan be imprisoned in the jail of Union County for the period of ten days and to pay a fine of Fifty dollars and costs, and that he stand committed to said jail until said fine and costs shall be paid.

862 The State of Ohio vs Andy Hannegan } Indictment - for keeping place open on Sunday

Nollie prosequi is entered herein by order of the court - at the request of the Prosecuting attorney 6416

863 The State of Ohio vs Andy Hannegan } Indictment - for keeping place open on Sunday

Nollie prosequi is entered herein by order of the court - at the request of the Prosecuting attorney.

864 The State of Ohio vs Andy Hannegan } Indictment - for Selling to Minors

Nollie prosequi is entered herein, by order of the court - at the request of the Prosecuting Attorney - 6416

865 The State of Ohio vs Andy Hannegan } Indictment - for Selling &c to Minors

Nollie-Prosequi is entered herein by order of the court, at the request of the Prosecuting attorney.

6403 Benedict & Son vs Charles H. McCurdy & A. L. Berton }

This cause now coming on for hearing this 14th day of April 1893 on the motion of the plaintiff to require the defendant - A. L. Berton to seperately state and number his defenses, the court - on consideration thereof sustain the motion, and order said defendant - to refore his answer within 30 days.

Court then adjourned until eight o'clock tommorow morning.

Saturday April 15th A D- 1893.

Court convened at Eight-o'clock this morning pursuant to adjournment
Present.
Hon John A. Price. Judge

6416 Ruben Vail
vs
Daniel Anderson

Now come the parties herein by their attorneys, also come the following named persons as jurors viz

1 Simeon Adams	5 C. A. Ransch	9 Hiram Johnson
2 Carlton Welch	6 A. E. Mitchie	10 William Barbour
3 J. C. Collier	7 Wm McMahon	11 Michael Berger
4 Newton Pierce	8 W. D. Noggle	12 James Branston

and the said jury were duly impanelled, and sworn and the trial proceeded, and the said jury having heard the evidence in part and the hour of adjournment having arrived this cause continued until Thursday April 18th 1893 at Eight-30 o'clock A.M.

6416 Ruben Vail
vs
Daniel Anderson

This cause was submitted to the court on the motion of the defendant to arrest the testimony from the jury and give judgment for the plaintiff for reasons in said motion stated on consideration whereof the court being fully advised in the premises overruled said motion. To which ruling of the court in overruling said motion the defendant Excepted.

Court then adjourned until Monday April 17th 1893 at one o'clock P.M.

Monday April 17th A. D. 1893.

Court convened at one o'clock P. M. pursuant to adjournment.
Present;
Hon John A. Price Judge.

McCune, Dennis & Griswold
vs
D. F. Gates et al

On Motion leave is granted plaintiff to file amended & Supplemental petition instanter and same filed and Rosa Gates, administratrix of Seth Gates deceased and Anna Beckley made defendants being necessary parties.

6506 Harvey Thompson
vs
John Black et al

This day this cause came on for hearing upon the Motion and Showing of plaintiff for continuance and the same was sustained, and also the Motion of the defendant the plaintiff was required to give security for costs within 30 days and this cause was continued.

6424 A. J. Murphy
vs
John Duffy et al

It appearing to the court that the property herein has been two times offered for sale, and not sold for want of bidders, now, on motion of the plaintiff, it is ordered that a revaluation of said property be made by Samuel Drake, Richard Mayfield and Ransom Watrous three Judicious, disinterested freeholders of the county, whom the Court hereby appoints for that purpose, and that an order issue to the Sheriff of said County commanding him to appraise said property, and to sell the same as heretofore ordered, at not less than two-thirds of the revaluation.

Thereupon Court adjourned till 8.30 O'clock tomorrow Morning

Tuesday April 18th A. D. 1893.

Court convened at 8-30 o'clock this morning pursuant to adjournment.
Present:
Hon John A. Price Judge.

6535 Bank of Richwood
vs
C. H. McCurdy et al

This day came the plaintiff by J. F. Miller attorney and filed its petition against said defendants and thereupon James McCampbell an attorney at law of this Court, by virtue of a warrant of attorney for that purpose, duly executed by said defendants now produced in open court, - proven and shown to the Court, and filed with the clerk thereof, appeared in open court in behalf of 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 plaintiff as it has in its petition alleged by virtue of said warrant of attorney confessed that there was due from said defendants to said plaintiff, on said indebtness the sum of Two hundred and Eighty two & 92/100 dollars, bearing interest at 6% per annum, and that said plaintiff ought to recover of said defendants a judgment for that sum,

It is therefore considered by the court here that the said Bank of Richwood plaintiff do recover of the said C. H. McCurdy John McCurdy as principal and said Jones Bros as indorsers and guarantors the sum $282 92 so confessed, as aforesaid with interest from date of judgment at 6% per annum, and also costs in their behalf expended taxed to $ and by virtue of said warrant of attorney all errors in this action, judgment and proceeding, and all proceedings petition and writ of error thereon, are by said defendants waived and released.

6416 Ruben Vail
vs
Daniel Anderson

This day again came the parties by their attorneys, also, came the jury heretofore impanelled herein, and the said jury hareing heard the remaining testimony and the arguments of counsel in part; and the hour of adjournment having arrived this cause was continued until tommorrow morning at Eight o'clock.

6476 Robert E. Robinson
vs
Elijah Mitchel

This day came the parties by their attorneys and submitted this cause to the court upon the pleadings, the plaintiff asking judgment because the execution of the note mentioned in the petition is admitted and no sufficient defense thereto set forth. On consideration whereof the court being fully advised in the premises is of the opinion that the answer does not contain facts sufficient to constitute a defense to the petition, and the said defendant not desiring to answer further, the court finds that there is due the plaintiff upon the note set up in the petition the sum of one hundred dollars which he is entitled to recover with 6% interest from July 26th 1891 amounting to the sum of $10.50 making a total sum due plaintiff at this date of $110.50.

It is therefore considered and adjudged by the court that the plaintiff recover of the defendant the sum of $110.50 together with his costs in this case expended taxed to $

To all of which defendant excepts

Wednesday April 19th A.D. 1893.

Court convened at Eight O'clock this Morning pursuant to adjournment
Present;
Hon John A. Rice, Judge

6573 Leroy Decker vs Ida M. Houston

This cause coming on this day for hearing, was submitted to the court upon the pleadings and evidence, without the intervention of a jury; On consideration whereof the court find on the issues joined for the plaintiff and that there is due the said plaintiff the sum of $71.53 and costs.
It is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendant the said sum of $71.53 as aforsaid found due and also costs, 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 possession remaining, or so much thereof as will satisfy the judgment and costs aforesaid

6416 Reuben Vail vs Daniel Anderson

This day again came the parties to this action by their attorneys, also came the jury heretofore impanelled & sworn herein, and the said jury hearing the remaining arguments of Counsel, and the charge of the Court retired to their Room 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 Defendant.
Newton Pierce, Foreman.

Court then adjourned until Friday April 21st 1893 at 8-30 O'clock A.M.

Friday April 21st A. D. 1893

Court convened at 8:30 O'clock this Morning pursuant to adjournment.
Present:
Hon John A. Price, Judge.

6366 Young Busser
vs
W. T. Busser + Franklin Hoover

This case is settled as follows; Said defendant Franklin Hoover is to secure to plaintiff by Mortgage signed by himself and wife $200.00 on the land he lives on in Union County Ohio to be paid within 5 years at 6% payable annally and if interest not paid in 30 days after due the principal to be due. Each party to pay half of the costs. If not consummated during term by defendant Hoover judgment to be entered for the whole claim.

6570 Moses Thompson
vs
B. V. Buffington

This cause was submitted to the court on the motion of the defendant for an order striking out certain words in the petition. On consideration whereof the court sustains said motion and it is ordered that the objectionable matter refered to in said motion be stricken from the petition. To which ruling of the court the plaintiff excepted. Defendant asked and had leave to answer by Saturday April 22d.

6494

631H Ruben C. Huffman
vs
Lester Clark

This day this cause came on for hearing on motion of the defendant to strike out the items in plaintiffs petition set forth in said motion and the same was argued by counsel and submitted to the court. On consideration whereof the court do sustain said motion.
Thereupon the plaintiff asked and obtained leave of the court to file an amended petition herein with leave to ask for more than was asked for before the justice of the peace.
To which leave of court defendant by his counsel then and there objected and to which decision in granting such leave defendant then and there excepted

5962

6447 Mayette A. Tuttle
vs
John F. Tuttle

This day this cause came on for hearing on the petition of plaintiff and testimony of witnesses, the defendant being in default for answer or demurrer, and the court being fully advised in the premises find as follows;
1st. That due notice of the pendancy of this petition was served by publication in the Union County Journal a paper of general circulation in this county
2d. That said parties were married as stated in the petition.
3d. That said defendant has been guilty of gross neglect of duty and habitual drunkenness for more than three years.
It is therefore ordered and adjudged by the court that the plaintiff be granted a divorce from the defendant and that she be granted & decreed the custody care and education of said Charles Freemont Tuttle and recover her costs herein expended

6494 Lacy Snodgrass
vs
Melissa Converse et al

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under 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 proceedings and sale are hereby confirmed and approved, and the Sheriff is ordered by deed duly executed to convey said premises to S. H. Buhler the purchaser,
It is further ordered that the Sheriff out of the proceeds of said sale pay,
First;- To the Treasurer of Union County the taxes and penalty due on said premises,
Secondly- To the Clerk of this court the costs of this action including a counsel fee to D. W. Ayers of $18.00

5962 R. W. Thompson et al
vs
W. S. Rogers
Continued

Court then adjourned until Monday April 24th 1893 at one o'clock P. M.

Monday April 24th A. D. 1893

Court convened at One O'Clock P.M. pursuant to adjournment
Present;
Hon John A. Price, Judge.

6339

6481. John A Hammond Supervisor
vs
John C. Dellinger

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 for reasons in said motion stated. On consideration whereof the court being fully advised in the premises sustained said motion and it is ordered that said appeal be quashed and this cause stricken from the docket.

To which ruling and order of the court the defendant Excepted.

893

6076 W. S. Rogers
vs
Joshua Truitt

This day the plaintiff made a showing for continuance by reason of absent witnesses. Whereupon the court sustains the showing so made. Whereupon this cause is continued at the plaintiff's cost. Wherefore it is considered by the court that defendant recover of the plaintiff the costs of this term of court.

6366

6476 John B. Clark
vs
Dan J. Healey

This day the plaintiff made application for continuance of this cause which the court sustain and the cause is continued at plaintiff's cost. Whereupon it is considered by the court that defendant recover of plaintiff the costs of this term.

6018

6319. O. E. Lincoln
vs
Wm. Roots et al

This cause is continued by agreement of parties

6148

5504 Bank of Marysville
vs
J. A. McAllister

6149

Leave was this day given the plaintiff to file amended Reply and the same is immediately filed.

6339 W. C. Farlington vs Thomas Ellis et al } This cause is continued with leave to the defendants to file answer in 30 days.

893 The State of Ohio vs C. Hutchinson } Indictment - for Burglary & Petit Larceny -

Now come the prosecuting attorney on behalf of the State of Ohio, and the defendant - coming into Court - as required by his recognizance Also came the following named persons as jurors viz;

1 W. B. Herriott	5 Nelson Pierce	9 W. D. Noggle
2 Thomas Robinson	6 Michael Berger	10 Hiram Johnson
3 Simeon Adams	7 G. A. Rausch	11 A. E. Mitchel and
4 J. C. Collier	8 William McMahon	12 Jesse Pierce who were

duly empanelled and sworn according to law; and the trial proceeded, and the jury having heard the evidence in part - And the hour of adjournment having arrived this cause was continued until 8-30 O'clock tommorrow morning -

6366 Young Busser vs W. T. Busser et al } This day came the parties plaintiff and Hoover defendant - and settled this case between them by said Hoover securing to plaintiff $200, and paying 1/2 the costs of this case - Thereupon this cause is settled and the Court - Each party shall pay one half of the cost - without any Record -

6018 R. W. Thompson vs W. S. Rogers } Continued

6148 Wm Caryl et al vs Saml Waddle et al } Continued

6149 George Harris et al vs W. C. Davis et al } Continued

Court then adjourned until 8-30 O'clock tommorrow morning -

Tuesday April 25 A. D 1893.

Court convened at 8-30 O'Clock this morning pursuant to adjournment
Present;
Hon John A. Price, Judge.

893 The State of Ohio vs Charles Hutchinson } Indictment for Burglary & Petit Larceny

This day again came the prosecuting attorney on behalf of the State of Ohio, the defendant with his attorneys being present. Also came the Jury heretofore impanneled and sworn herein, and the trial proceeded, and the said Jury having heard the remaining testimony, and the arguments of Counsel in part, the hour of adjournment having arrived this cause was continued until 8-30 O'Clock tommorow morning.

6247 Mary A. Powers vs W. T. Woods } continued

6304 J. B. Hitt & Co vs F. F. Hazen et al } continued

6361. Aaron L. Benton vs Charles H. McCurdy } continued

Kay C. Morse Admr &c vs Mathias Loschkey et als }

This day came on this cause to be heard on the demurrers of Mathias Loschkey and of the Connecticut Mutual life Insurance Co. Whereupon the court being fully advised in the premises doth overrule each one of said demurrers. To which ruling of the Court overruling said demurrers, each of said defendants excepted and thereupon leave was granted to said defendants to file their answers, which is accordingly done.

893

6484

6506

Wednesday April 26th A. D 1893.

Court convened at 8-30 O'clock A.M. pursuant to adjournment;
Present:
Hon John A. Price, Judge.

893 The State of Ohio vs Charles Hutchinson } Indictment - for Burglary & Petit Larceny.

This day again came the prosecuting attorney on behalf of the State of Ohio and the defendant with his Counsel also came the jury heretofore impaneled and sworn, and the said jury having heard the remaining 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, conducted into court by the Sheriff and returned their verdict signed by their foreman to-wit:

"We the jury in this case, being duly impaneled, & sworn to well and truly try and true deliverance make between the State of Ohio and the prisoner at the Bar Charles Hutchinson do find that the prisoner at the Bar Charles Hutchinson not-guilty in manner and form as he stands charged in the indictment.

Newton Pierce Foreman.

6484 Wilber D. Benedict vs Charles H. McCurdy } 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 & 78/100 dollars.

It is therefore considered by the Court that the said plaintiff Wilber D. Benedict recover from the defendant Charles H McCurdy the said sum of $185.78 and his costs herein expended taxed at $ —

6506 Harvey Thompson vs John Black et al } This day the plaintiff moved the Court to continue this cause and the Court sustained the showing for continuance.

Thereupon it is considered by the court that defendants recover of plaintiff the costs of this term and it is further ordered that plaintiff being a nonresident of this County shall give security for costs in 30 days and this cause is continued at plaintiffs costs.

6314 Ruben C. Hoffman
vs
Lester Clark

This day this cause came on for hearing on the application of the defendant for continuance on the ground of said defendant being unable to prepare his answer and cross petition in time for trial at this term, and the same was argued by counsel and submitted to the court.
On consideration whereof the court do grant said application
Thereupon the defendant asked and obtained leave of the court to file his answer and cross-petition herein within thirty-days from the rising of court and cause continued.

6533 Sharrer & March
vs
A. M. Freeman

This day this cause came on to be heard by the court; and the court, finding that said defendant has been duly served with copy of the conditional order of revivor heretofore issued herein and has failed and still fails to show sufficient cause why said judgment herein should not stand revived as prayed for by said plaintiff, it is ordered by the court that the said judgment herein, for the sum of $67.26 and $4.71 costs with interest at the rate of 6% per annum be and the same doth stand revived against the said A. M. Freeman and that the plaintiff recover against the defendant his costs in and about this proceeding of revivor, incurred and expended taxed at $

5947 Elizabeth Baughman
vs
John Baughman et ux

It appearing to the court that Charles M Roberts, Georg C. Roberts & Clara May Roberts minor defendants have been duly served with summons on the application of Elizabeth Baughmans plaintiff it is ordered that Edward W Porter be appointed guardian ad litum for said minor defendants and thereupon said Edward W. Porter accepts said appointment

5638

6468

6465

5638 George Crandall et al
vs
Jasper Woodworth et al

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

1 H. A. Westlake 5 J. C. Collier 9 William McMahon
2 Carlton Welch 6 Newton Pierce 10 W. D. Noggle
3 Thomas Robinson 7 Michael Berger 11 Hiram Johnson and
4 Simeon Adams 8 C. A. Rausch 12 A. E. Mitchel who were duly impaneled and sworn; and the said jury having heard the instruction of the court, returned their verdict in writing signed by their foreman and say; "We the jury, on the issues joined find that 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 is "not the valid last will and testament of said A. A. Woodworth deceased

Simeon Adams, Foreman.

6468 Michael Cody et al
vs
George M. Gamble et al

This cause now coming on for hearing on motion of the Aultman Taylor Co a party defendant herein to order the Sheriff of Union County Ohio to pay the surplus proceeds arising on sale of personal property heretofore had herein in the sum of $ to the said defendant The Aultman Taylor Co. The court on consideration thereof grants the same and the said Sheriff is hereby ordered to pay the said surplus proceeds of sale, to-wit: $ to the said defendant The Aultman Taylor Co.

6465 Rebecca Tussing
vs
Sarah Wright admrx etc

This day came the parties and settled this cause as follows, "The said Sarah Wright and Malon Wright are to give their joint notes for $300. payable as follows, $50.00 in thirty days, $50.00 in one year, $100.00 in two years, $100.00 in three years, from this date, all with 8 per cent interest from this date, and said plaintiff in consideration thereof agrees to release all her interest in the matters in said petition described, Each party to pay their own costs, within ten days. No Record, It is therefore adjudged by the court that each of said parties pay their own costs herein in ten days, in default thereof that execution issue therefor,

6575 Caroline V. Wells
vs
Joseph T. Wells

This day came the parties by their attorneys and 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 at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona-fide resident of this County of Union and that the parties hereto were married as in said petition set forth.

The court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and extreme cruelty as set forth 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 parties 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 ordered confided to the said plaintiff exclusively, but the defendant may visit at reasonable times

It is further ordered and decreed that the defendant be forever divorced of all and every claim of title or interest by courtesy or otherwise in or to any of the real estate of the plaintiff.

It is further ordered that the defendant be permitted to occupy free of rent until the first day of November next the building known as the undertakers office standing on leased grounds in Plain City Ohio. and that at the expiration of said time he give the possession of the same to the plaintiff in as good condition as it ~~is~~ now is.

And it is further considered by the court that the said plaintiff recover from the defendant her costs herein expended and execution is awarded therefor.

6355 Sarah Wright
vs
David L Tussing et al

This day came the parties and settled this cause, and each party is to pay his own costs.

Therefore the Court consider and order that each party pay his own costs made herein, in ten days, and in default thereof that execution may issue therefor. No Record.

Martha J. Sloop et al
6500 vs
Sarah A. Sparks et al

This day this cause on to be heard upon the Motion of the counsel for the plaintiff to confirm the sale made in this case, 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 approved and confirmed and that said Sheriff execute and deliver to the said purchaser B. E. Kirk a deed in fee simple for the said lands and tenements by him sold as aforesaid, and thereupon this cause came on to be further heard on Motion to distribute the proceeds of sale on consideration whereof the court order that the costs and expenses of this suit amounting to $114.42 including an attorney fee to F. T. Arthur of $42.40 and also the taxes amounting to $4.42 be paid out of the money arising from said sale, and that he pay to Eli Sloop and Silas Hedges the sum of $183.76 being the amount certified due them as administrators of the estate of Wm W. Smith deceased by the Probate court of Union county Ohio and that he pay said Probate court the sum of $3.00 his costs on the same, and that said Sheriff distribute the residue of the first payment as follows, To Martha J. Sloop $7.81 3/7 - Sarah A. Sparks $7.81 3/7 - Lavina Swartz $7.81 3/7 - Henry J. Smith $7.81 3/7 - Samantha Smith $7.81 3/7 - Elizabeth Hedges $7.81 3/7 - Samuel N. Smith $7.81 3/7

That he divide the residue as follows and to take notes with interest from day of sale and mortgage to secure the same on the premises.

To Martha J. Sloop $57.3/7 in one year and the same amount in two years
Sarah A. Sparks $57.3/7 in one year and the same amount in two years
Lavina Swartz $57.3/7 in one year and the same amount in two years
Henry J. Smith $57.3/7 in one year and the same amount in two years
Samantha Smith $57.3/7 in one year and the same amount in two years
Elizabeth Hedges $57.3/7 in one year and the same amount in two years
Samuel N. Smith $57.3/7 in one year and the same amount in two years

And upon the answer of Henry J. Smith the court further find that he is a resident of Ohio the head and support of a family and not the owner of a homestead and upon his demand his exemption is allowed him as such, and the Sheriff is ordered to pay his share of the proceeds of said sale to his attorneys Miller or D. W. Ayers.

5947 Elizabeth Baughman
vs
John Baughman et al

This cause came on for hearing on the petition the answers of the minor defendants Charles M. Roberts George L. Roberts and Cara May Roberts by their Guardian ad litum and the Evidence, the defendant Mary Bethard being in default for answer and demurrer, and on consideration thereof the court find on the issues joined for the plaintiffs and find that the allegations of her petition are true as therein stated and find the allegations confessed as against the said Mary Bethard.

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 she had the legal estate in and was entitled to the possession of the same, 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 her title and possession quieted as against each and every one of said defendants as prayed for in her petition.

It is therefore ordered and adjudged and decreed that the title and possession of the said Elizabeth Baughman to all and singular the premises in the petition described to-wit;

In Va Mil Survey No 4665 being the same lands conveyed to Wm Roberts by John Murphy by deed of Nov 18 recorded in Vol 39 page 53 Union County records. Excepting 8½ acres thereof conveyed to said Wm Roberts to W. H. Loveless Nov 1. 1881 by deed recorded in Vol 53 page 269 of Union County records of deeds said 18 acres being the land known as the homestead farm of said Wm Roberts be and the same are hereby quieted 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 Elizabeth Baughman her heirs or assigns.

It is further ordered and adjudged that plaintiff pay the costs of this suit=

6539

State of Ohio
vs.
Edward Clark

This day came into Court, the Prosecuting Attorney, on behalf of the State of Ohio, and also came the said defendant Edward Clark, in charge of the Sheriff, who being duly arraigned at the bar of our said Court, and examined of concerning the charge contained in the information aforesaid, as to how he will acquit himself thereof for plea thereto saith that he is guilty, and having nothing but what he hath already said.

It is therefore considered and adjudged by the Court that the said defendant Edward Clark pay a fine of 5 dollars and costs of this action.

6539

6539 Henry E. Conkright - Admr
vs
James Cooly

This day came the plaintiff by his attorney and filed his petition against said defendant - and thereupon J. W. Robinson an attorney-at-Law of this court, by virtue of a warrant of attorney for that purpose duly executed by said defendant - now produced in open court - proven shown to the court, and filed with the clerk thereof, appeared in open court - in behalf of said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that - said defendant - did owe and was indebted unto plaintiff as he has in his petition alleged by virtue of said warrant of attorney, confessed that - there was due from said defendant - to said plaintiff on said indebtedness, the sum of $210.55 - bearing interest - at 8% 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 Henry E. Conkright - administrator plaintiff do recover of the said James Cooly defendant - the sum of $198.72 so confessed, as aforesaid, with interest - from date of judgment - at 8% per annum, and also costs in his behalf expended taxed to $ and by virtue of said warrant of attorney all errors in this action, judgment and proceedings and all proceedings, petitions and writs of error thereon are by said defendant - waived & released.

6539 Henry E. Conkright - Admr
vs
James Cooly

The court - being satisfied by affidavit of plaintiff that - grounds for attachment - exists - in favor of plaintiff against - defendant - and that - the Bank of Richwood, a company of persons organized for the purpose of carrying on a private banking business in Richwood, Union county Ohio under such name and style, is indebted to defendant - James Cooly, it - is ordered that - said Bank be notified that - said Henry E. Conkright - as administrator has obtained judgment - against - the defendant - James Cooly for the sum of $198.72 and costs - and that - it - is sought - in aid of execution to subject - the indebtedness of said Bank to said James Cooly to the payment of said judgment; and that an order issue requiring James Butler and B. L. Talmage, President - and Cashier respectively of said Bank to appear before Jason Case J.P. on May 1st A.D. 1893 at 9 O'clock A.M at his office in Richwood Union County Ohio and answer under oath concerning the indebtedness of said Bank to said James Cooly; And said Jason Case J.P. is ordered to reduce said evidence to writing and certify to and forward it - immediately to the Clerk of this court; And it - is further ordered that - a copy of this order be served upon the defendant - so that - if he sees fit he may be present - at such examination -

Court then adjourned until Monday May 1st 1893 at - One O'clock P.M.

Monday May 1st A. D. 1893

Court convened at One o'clock P.M. pursuant to adjournment
Present:
Hon John A. Price, Judge

6516 Wesley Goldsberry
vs
P. C. C & St L Ry Co

This day this cause came on to be heard on the demurrer of the defendant to the petition of the plaintiff and was argued by counsel and submitted to the court, on consideration whereof the court overrule the same, to which ruling and decision of the court the defendant then excepted. Leave was granted defendant to answer in 20 days.

6516 Wesley Goldsberry
vs
P. C. C & St L Ry Co

6344 This day this cause came on to be heard on the motion of the defendant to reform the petition of the plaintiff was argued by counsel and submitted to the court overrule the same to which ruling and decision the defendant then excepted.

6473 Mary Gardner
vs
The Village of Richwood et al

This cause being heard this day on demurrer to the answer of the defendant the Village of Richwood the court on consideration sustains the same, to which the said defendant excepts, and leave is granted said defendant to file amended answer in ten days.

6385

Ex Error

6416

Court then adjourned until 8-30 O'clock tomorrow morning.

Tuesday May 2nd A. D. 1893.

Court convened at 8-30 o'clock this morning pursuant to adjournment.
Present;
Hon John A Price, Judge

The State of Ohio } Court of Common Pleas,
Union County ss }

It appearing that there is not a sufficient number of names heretofore selected as jurors for the several courts left in the box for the several courts left in the box for the transaction of the business of said several courts for the unexpired portion of the year. It is therefore ordered that sixty five (65) additional persons be selected from by apportionment among the several Townships and Wards of this county to serve as grand and petit jurors as aforesaid.

John A. Price Judge
of court of common Pleas.

6344 George Davis
vs
Michael Davis

This day came this cause on to be heard upon the pleadings and evidence and was argued by counsel and submitted. On consideration whereof the court find the equity of the case to be in favor of the defendant. and that the plaintiff hath no grounds of action against the defendant.
It is therefore considered and decreed by the court that the petition of the plaintiff be and the same is hereby dismissed, and it is adjudged and decreed that the defendant recover of the plaintiff his cost herein expended and that the plaintiff pay his own costs and execution is awarded therefore, The plaintiff gave notice of appeal and the court fix the bond for appeal at $200.

6385 M. J. Haines et al
vs
Joshua Truitt

Ex Error

The jury in this action having at a former day of this court returned a verdict for the plaintiffs Tax against the defendant for the sum of $53.97 It is therefore considered by the court that the plaintiffs recover from the defendant the said sum of $53.97 and their costs herein expended taxed at $

6416 Ruben Vail
vs
Daniel Anderson

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 plaintiff his costs herein expended,

6488 Edwin R. Perkins et al
vs
Alfred Scott et al

This day this cause came on to be heard on the demurrer of the plaintiffs to the answer and cross petition of the defendants Alfred Scott and Francis T. Sutton as administrator of the estate of Absolum Liggett dec'd filed herein on the 28th day of January 1893 and was argued by counsel, and the court being fully advised in the premises do sustain said demurrer as to the first ground of defense set up in said answer, and the court overrules said demurrer as to the second ground of defense in said answer. To which ruling and decision of the court as to the overruling of plaintiffs demurrer to said second ground of defense the plaintiff then and there excepted.

6385 Wm J Haines and
Wm H Haines
vs
Joshua Truett,

This day came this cause on motion for judgment on the verdict, whereupon the court being fully advised in the premises doth sustain said motion, and it is considered and adjudged by the court that the plaintiff recover off the defendant the sum of Fifty three and 97/100 Dollars. and the amount being less than one hundred dollars, it is ordered and adjudged by the court that each party pay his own costs, not hereinbefore adjudged,

Lester Clark
vs
Calvin Falkener

This day came on this cause for judgment on the verdict of the jury, whereupon it is considered and adjudged by the court that the defendant recover of the plaintiff his costs herein expended, taxed to $

Sheriffs Certificate of pay.

Sheriffs Office, Union County Ohio,
May 2d AD, 1893.

To Hon John A Price, Judge.—

The Court Charges for a price. Term AD, 1893 Union County Common Pleas, are due for services rendered as follows.

To William L Snodgrass Sheriff Dr.—

To Serving Grand Jury Venire—	$4.00
" " Petit Jury Venire	4,00
" " Grand Jury witnesses	10,07
" Making 107 copies. Grand Jury witnesses	10,07
" 860 Miles Travel, " " "	68,60
" Return of Grand Jury Suppoenas	2,30
" Calling " " Witnesses	5,75
" J W Lawrence, Bailiff attending Court 24 days	48,00
" John Shirk " " " " "	48,00
Total,	200.39

I hereby certify the above bill to be correct,
Wm L Snodgrass Sheriff

To the Clerk of Courts of Union County Ohio,
You will make entry of the above bill, and certify the same to the County Auditor.
John A Price, Judge.
of the Common Pleas Court—

Charles Johnson
vs
Wm M Carlisle

This day this cause came on to be heard upon the demurrer of plaintiff to the second third, fourth and fifth defences in the answer set forth, and was argued by Counsel, whereupon after careful consideration, the Court being fully advised doth sustain the said demurrer,

Tuesday May 2d AD 1893.

5688 George Crandall vs Jasper Woodworth et al

This day came the parties by their attorneys and all the parties being before the Court in person, or by attorney, this cause was submitted to the Court upon the application of the plaintiffs for an order of partition as prayed for in the petition.

There being no objection to said order of partition, the Court on consideration of said application finds that the plaintiffs are entitled to an order of partition as prayed for in the petition.

The Court finds that said Hilah Woodworth, widow of the said Ashel R Woodworth, is entitled to dower in said premises, and that subject thereto the said plaintiff is seized of a fee of, and has a legal right to the undivided one thirteenth (1/13) part of said premises and is entitled to have partition made of the same.

That the defendants are tenants in common, with the plaintiff in said premises, in the following proportions to wit; That subject to the said Dower of Hilah Woodworth, the said Jasper Woodworth, Benjamin Woodworth, Charles Woodworth, Alonzo Woodworth, William Woodworth, John C Woodworth, Allen Woodworth, Sarah Morse, Oryantha Bates, and Imogene Moran, are each seized of, and have a right to the undivided one thirteenth (1/13) part thereof. The said Ann Lee, Clara Kennedy and Emma Bales, are each seized of in fee of and have a right to the one thirty-ninth (1/39) part thereof;

And no reason appearing why partition should not be made, It is therefore, ordered, adjudged and decreed that the said Hilah Woodworth be endowed of the 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 Union, commanding him that by the oaths of William Howard, J T. Bennett, and William P Beightler, 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 Hilah Woodworth, according to law, and that by the said oaths of the said named commissioners he cause to be set off and divided to the said plaintiff and to each of the said defendants the part and proportion of the said estate to which they are hereinbefore severally found entitled;

And it is ordered that if in the opinion of the said commissioners said premises cannot be divided by metes and bounds without injury to the value thereof, they appraise the same both subject to, and free from the dower of Hilah Woodworth.

And of this proceeding the Sheriff is ordered to make return to the next term of this Court. To which time this cause is continued.

Tuesday May 2d AD 1893.

Evan Piersol.
6491 vs
Martha Ellen Piersol

Now comes the plaintiff Evan Piersol, and the defendant Martha Ellen Piersol having been duly served with summons and copy of the petition herein, and having failed to appear, the court finds herein default for answer and demurrer to said petition, and find the allegations of said petition are by her confessed to be true, and the court also upon the testimony produced find that the allegations of the petition are true.

The court further finds from the evidence that the plaintiff at the time of filing his petition herein, had been a resident of the state of Ohio for more than a year next preceding the same, and was at the time an actual bonafide resident of Union County Ohio; and that the parties hereto were married at the time and place in the petition mentioned and 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 divorce as prayed for in his petition

It is therefore ordered adjudged, and decreed by the court, that the marriage contract heretofore existing between the plaintiff and the defendant, the said Evan Piersol, and the said Martha Ellen Piersol, be, and the same hereby is dissolved and held for naught, and both parties are released from the obligations thereof.

And it appearing to the court that the parties hereto have agreed between themselves by written contract by them duly signed and sealed as to the amount of alimony to be paid by the plaintiff to the defendant, and to all property rights existing by reason of said marriage relation, which has been and is accepted by said defendant in full of all claims of every kind or nature which said defendant has or could have in any and all property of the plaintiff wheather, of real, personal or mixed, which he now owns, or may hereafter acquire in any manner, and in full of all dower or contingent dower and that amount so agreed upon to wit; the sum of Two thousand dollars, (2000.00) has been by the plaintiff paid, to the defendant, and that the amount of personal property, goods and chattels so agreed upon in addition to said two thousand dollars has been by the plaintiff turned over and delivered to the defendant, and all of which said defendant has accepted in full of all claims or demands, whatsoever kind against the plaintiff, and in full of every interest, claim or right in the property of the plaintiff; All of which said agreement amount, and property, the court finds is reasonable.

The court does now here approve and affirm the acts of the parties in relation thereto, and do order and decree that said agreements so made by the said parties shall stand in lieu of all alimony both temporary and permenant to be paid by the plaintiff to the defendant; and the same having been so paid and accepted, the defendant is forever enjoined from setting up any claim or demand whatever to any property of the plaintiff now owned, or hereafter acquired by the plaintiff, whether of

Tuesday May 2d A D 1893

Real or personal, by way of alimony, dower or otherwise,
And it appearing to the court that by said agreement the
custody & care of the said minor children, to wit the said Georgia
Persol, and Ambrose H Persol was to remain in both of the
parties, unless for good and legal cause the court should
order otherwise; The court do now find from the evidence
adduced good and legal cause for ordering otherwise, and
do order that the custody, care, Education and control of said
Minor children aforesaid of the parties hereto, be until otherwise
ordered confided to the said Evan Persol plaintiff exclusively
and the said defendant Martha Ellen Persol is hereby enjoined
from interfering in any manner with the said plaintiff in the
custody and control of said children, or either of them; but it
is hereby ordered that the defendant have, and she is hereby
granted the privalege of visiting said children at the home of
said plaintiff at reasonable intervals, but is not to take them
away from the home of plaintiff without his consent; and
the violation of this privalege by either party may be reported
to the Court, It is further ordered that plaintiff pay the
cost of this proceeding, taxed at $

6524 U. S. Alden
vs
J A Culberson

Now comes the plaintiff by his attorney, and
the defendant being in default for answer or demurrer, the
Court find that the allegations of the petition are confessed by
him to be true, and find that the defendant J A Culberson is
indebted to the plaintiff U S Alden, in the sum of $216.84 with
interest at 8% from april 4, 1893, on the first cause of action
in said petition set forth.

There court further find that there is due from the defendant
in the second cause of action on the indebtedness therein set forth
the sum of $701.42 with interest at 8% per cent from april 4th
1893.

It is therefore considered by the court that the said plaintiff
recover from the said defendant the sum of $216 84 with interest
of 8% from aprie 4th 1893, and the sum of $701 42 with interest
at 8 per cent from aprie 4th 1893 and his costs herein expended
and that Execution issue therefor,

Tuesday May 2d AD 1893.

Martin Wetzel
vs
J A Culbertson
Mattie A Culbertson
O W McAdow and
U S Alden

6592-5

This cause now coming on for hearing, was submitted to the court on the pleadings to wit; "The Petition, the Answer, and Cross petition of O W McAdow. and the answer and Cross petition of U S Alden,, (and the Court find that J A Culbertson and Mattie A Culbertson have been duly served with summons and are in default for answer or demurrer,) and the evidence on consideration whereof the Court find

1st, That the defendant O W McAdow, did on the 23d day of December 1890, at the request of the said J A Culbertson, endorse the Promissory note Mentioned and described in the answer and cross petition of said O W McAdow, and that J A Culbertson, for the purpose of securing and indemnifying said plaintiff against loss and damage, on account of his, said indorsment did on the day aforesaid Make execute and deliver to the said O W McAdow, the Mortgage described in said O W McAdow's answer and cross petition which was duly recorded in Book 26. page 143. of the Records of Mortgages of Union County, and then and thereby became and still is a valid lien on the real estate in the petition described.

And the Court further find that the said J A Culbertson did not pay nor cause to be paid said Note at Maturity, and that said McAdow was compelled to and did pay said Note as stated in said petition amounting in the aggregate to $319.77 exclusive of interest.

And the court finds that the said defendant is entitled to have said Mortgage foreclosed, and the said Mortgaged property in the petition discribed sold for the purpose of indemnifying him for the money so payed out by him, as well as interest on the same to this 5th day of May 1893. — Therefore it is ordered that unless J A Culbertson shall within 5 days from this date pay or cause to be paid to the clerk of this Court the costs of this action, and to the said plaintiff the amount so as aforesaid found to have been paid out by him, in taking up and paying said Note, with interest on said amount to said date of May 5th 1893 and until paid, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue to the Sheriff of Union County Ohio, directing him, to appraise advertise, and sell said premises as upon execution and report his proceedings to this Court for further order.

Second Cause —— And the court further find that there is due to the defendant U S Alden, from the defendant J A Culbertson, on the note set up in the cross petition of the said U S Alden, including interest to the first day of this term, the sum of $409.70 and that to secure the payment of said note, the defendant J A Culbertson, and Mattie A Culbertson, his wife executed, and delivered to U S Alden their certain Mortgage, as in the cross petition described; And it appearing to the Court that Martin Wetzel, the plaintiff has a Mortgage on the premises described in his petition, and in the cross-petition of O W McAdow, and that the said defendants

U. S. Alden. has a Mortgage on the same premises, and on other lands described in the answer and cross-petition of the said U S Alden; and that the said Martin Wetzel, and O W McAdow have no other security, than the premises described in their petition and cross-Petition, It is ordered that the said defendant U S Alden exaust by sale the additional premises, to the premises described in the petition, and cross-petition of Martin Wetzel, and O W McAdow; and that the proceeds of said sale be applied to the indebtedness set forth in the cross petition of the said defendant U. S. Alden. and that thereupon the said U S Alden. shall have a second lien on the premises described in the said petition and cross petition. that said Mortgage was duly recorded in Book 30— Page 209. of the records of Mortgages of Union County Ohio;— that the Conditions of said Mortgage have been broken,

Third—

And the Court further find that there is due to the plaintiff Martin Wetzel from the defendant J. A. Culbertson on the promissory note set forth in the petition the sum of $143.48 The Court further find that in order to secure the payment of said note the defendant J. A. Culbertson and Mattie A. Culbertson, his wife executed and delivered to said Martin Wetzel their certain Mortgage, as in the petition described; that the same is subordinate to the Mortgage of O W McAdow, and U S. Alden, when the said U S Alden applies his additional security on the premises to his claim set up in his Cross-petition as ordered herein,— That the Mortgage of plaintiff Martin Wetzel was duly recorded in Book 26 Page 224, of the record of Mortgages of Union County Ohio, and that the Conditions of said Mortgage have been broken

It is therefore considered by the Court that the plaintiff Martin Wetzel recover from the defendant J A Culbertson said sum of $143.48, And that the defendant, O W McAdow, recover from his codefendant the sum of $319.77, with interest from the first day of this term at 8 per cent; and that the defendant U S. Alden, recover from his co-defendant J A Culbertson the sum of $409.79. as hereinbefore found due them respectively.

And it is further adjudged, and decreed that unless said defendant, J A Culbertson 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 suit, and the the plaintiff and the defendants the sums as found due them as aforesaid, with interest at 8% from the 4th day of April 1893, the defendants equity of redemption be foreclosed and said premises ordered to be sold, and that an order of sale issue therefor to the Sheriff of Union county Ohio, directing him to appraise and advertise, and sell said premises according to the finding herein as upon execution, and report his proceedings to this court for further order,

6507

Tuesday May 2d 1893

Ray S Morse, administrator of the Estate of Nancy H Bland, dec'd
vs
6507 Mathias Loschkey, and The Connecticut Mutual Life Insurance Company.

This cause now coming on for hearing was submitted to the Court on the petition, the answer of Mathias Loschky and the answer of the Connecticut Mutual Life Insurance Company and the reply of the plaintiff Ray S Morse, and the evidence, and on consideration whereof the court find on the issues joined for the plaintiff, on the indebtedness set forth in the petition with the interest to the first day of this term the sum of $4368.00 — The Court further find that in order to secure the indebtedness described in the petition, to wit; the sum of $1000, due december 1st 1875. with 6 per cent and one note of $550. due December 1st 1876 at 6 per cent, and one note for $550, Due Dec. 1st 1877. at six per cent interest, and that the said sums were for purchase money for the lands sold to John R McDonell, by Nancy H Bland, and described in the plaintiffs petition; And that the Mortgage described in the plaintiffs petition was executed and delivered by John R McDonell, to Nancy H Bland, and on the premises in the petition described; that said Mortgage was duly recorded in Book Eleven (11) page 617, of the records 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,

And the court find that the Connecticut Mutual Life Insurance company hold and have a Mortgage on 4 acres additional to the lands described in the plaintiffs petition to secure their indebtedness of $1500. against the defendant Mathias Loschky. And it is ordered and decreed that said, the Connecticut Mutual Life Insurance Company exaust said additional lands to satisfy its said Mortgage, and that thereafter it hold and have subordinate to the mortgage described in the plaintiff's petition as a second mortgage on the premises described in the plaintiffs petition

It is therefore adjudged and decreed, that unless Mathias Loschky, 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 action and to the plaintiff, or his attorney (D W Myers) herein the sum so found due as aforesaid, with interest from the 4th day of april 1893. the defendants equity of redemption be foreclosed and the said premises be sold, and that and 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. Thereupon the defendants gave notice of their intention to appeal from the order and decree of the court. And the court fix the appeal bond at the sum of Two hundred ($200) dollars

Tuesday. May 2d AD 1893

Dora Miller, a Minor,
By. Wm M Stroy, her Guardian
vs.
6526. Mary Tatman et al

This day came on this cause to be heard by the court, whereupon the court being fully advised in the premises find for the plaintiff, That she is entitled to have partition of the premises in said partition described and that said defendants names as heirs and legatees of said Samuel Walters deceased, are tenants in common, with plaintiff in said land with plaintiff, as in said petition alleged, and that said heirs have received any debts of said decedent.

Therefore it is considered and ordered by the court that partition be made of said land as prayed for in said petition and it is ordered by the court that the Sheriff of this county by the oaths of Nathaniel W Hill, A S Mowrey, Miller Brithwate Three disinterested freeholders of said county make said partition of said land, assigning and setting off to the plaintiff, Dora A Miller the one Eighth part thereof, To Jasper E Cary one fourth part thereof, to Isaac Walters one Eighth part thereof, To James Smoke, one Eighth part thereof, To Ella Bosh one Eighth part thereof, To Mary Tatman one fourth part thereof, Each to hold in severally the part of said lands so set off, and the clerk of 6450
this Court is ordered to caused ~~to make~~ such order of partition returnable by the 5th day of June 1893.

Thereupon John R Taylor Executor of the will of Samuel Walters deceased filed his motion for new trial which was overruled, to which ruling he excepted, and thereupon said Executor gave notice of appeal to circuit court.

Tuesday May 2d 1893.

Bank of Marysville
vs
J. A. McAllister

This day came the parties and submitted this cause to the court and waived the right of trial by jury, whereupon the court find for the plaintiff, and against the defendant as follows, to wit; that plaintiff was the bona-fide purchaser ~~and indorse~~, of the $5000 note dated Oct 13th 1890, described in plaintiffs reply, and without any notice of any usury exacted by the former holder, thereof previous to its purchase, and by reason thereof the defendant ~~hath~~ no right as against the plaintiff to obtain any reduction on account of any usury paid prior to that time; That after deducting such usury as has been paid on the several renewals of said Note of Oct 13th 1890, there remains due to the plaintiff from said defendant on the note in the petition described the sum of five thousand and forty one dollars, and ninety eight cents,

Therefore it is considered ordered and adjudged by the court that the plaintiff recover of said Defendant, said sum of five thousand and forty one dollars and ninety eight cents, together with plaintiffs costs taxed to $

To all of which defendants except,

Henry C Eisenmenger
vs
Benjamin Wood etal

6450

Now comes J L Cameron attorney of record herein for the defendant, W H Conkright, and suggests the decease of said defendant since the beginning of this action, and that Henry C Conkright has been duly appointed and qualified as administrator; and the court being satisfied thereof, do, on consent of the parties; order that said administrator be made a party to this action in the stead of said W H Conkright deceased, and that it stand so revived,

60701

Monday June 5th AD 1893.

The State of Ohio,
Union County } SS.

This separate session of the Court of Common pleas of the 10 Judicial District of the State of Ohio, within and for the county of Union, for the Term of April, in the year of our Lord, one thousand eight hundred and Ninety three, That was adjourned on the 2d day of May, to convene on the 5th day of June AD 1893, at one o'clock P.M. – Convened pursuant to adjournment, at One o'clock P.M, this 5th day of June AD 1893.

Present,

Hon. John A Price
Judge of the Court of Common pleas
Wm S Snodgrass Esq. Sheriff

attest R McConry
Clerk of the Court of Common pleas
Union County Ohio }

Virginia L. Barber,
6501 vs
Felix A. Barber } }

This day this Cause came on to be heard upon the petition of the plaintiff, and the defendant having been duly summoned by publication, and the proof of said publication of the pendancy and prayer of the petition herein, being offered; And the Court finding the said publication and proof in all respects regular and according to law, do hereby aprove the same, and the defendant having faded to appear, the Court find that he is in default for answer and demurrer, to said petition, and find that the alegations thereof are confessed by him to be true,

The Court also find that the plaintiff at the time of feling 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.

The Court further find upon the evidence addduced, that the defendant has been guilty of Gross neglect of duty, to-wit; that for More than Nine years last past, the defendant has wilfully neglected to provide plaintiff with the common necessaries of life, so that plaintiff has been compelled to live upon her own expertions, because of his illeness, and refusal to provide her with the common comforts of life, and that by reason thereof plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that that the said Marriage Contract heretofore existing between Virginia L Barber, and Felix A Barber, be, and the same hereby is, dissolved, and both parties are released from the obligations

Monday June 5th AD 1893.

of the same, — It is further ordered that the plaintiff pay the costs of this proceeding taxed at $

6389 James I Black, Receiver
vs
J W Robinson, admr de

This day came on this cause to be heard upon the demurrer of J W Robinson administrator to amended petition of the plaintiff, whereupon the court being fully advised in the premises sustains said demurrer to which ruling of the Court the plaintiff excepts, and the cause is continued.

6576

6549.

6518 Isaac Graham
vs
T G Owen and
Mrs T. G. Owen

This cause being heard this 5th day of June 1893, on demurrer to answer, the court does on consideration sustain the demurrer, and the defendants are allowed to amend their answer within thirty days.

6487

6450 Henrey Eisenmenger
vs
Benjamin Wood etal

It appearing to the court that the real estate taken on execution herein, have been twice advertised and offered for sale, and still remains unsold for want of bidders, now on motion of the plaintiff the appraisment heretofore made is now set aside, and a new one ordered, and that said real estate be again offered for sale, under the new appraisment.

6537 The Michigan Mutual Life Insurance Company
vs
Thomas Russel etal

6510

Now comes the defendant the New Ark Machine company and asks leave of the court to file its answer and cross-petition within ten days, and such leave have been granted by the court.

Monday, June 5th AD 1893

6576 Wesley Goldsbery vs P.C.C. & St. L. Ry Co.

This day this cause came on to be heard on the demurrer of the plaintiff to the second defense of the answer of the defendant. was argued by counsel and submitted to the Court. On consideration whereof the court sustains said Demurrer to said second ground of Defense.

To which ruling and decision of the court the defendant then and there excepted. and leave was granted to the defendant to file an amended Answer. in 30 days from this 5th day of June 1893

6549. Andy Hannagan vs Village of Richwood

This 5th day of May 1893, this cause came on for hearing upon a Motion for leave to file a petition in error. upon argument of Counsel and consideration of the court, leave to file said petition was granted and said petition filed.

Approved. John A Price, judge

6487 The Union Banking Company vs Dolphus H Moore.

This cause being submitted by agreement, on the pleadings, the court in consideration of the demurrer to the answer sustains the same, and thereupon the defendant not desiring to plead further, the court finds upon the petition, that the defendant is indebted to the plaintiff in the sum of $398.63. It is therefore considered by the court that the plaintiff recover from the defendant the said sum of $398.63 so found due together with his costs herein expended, said judgment to bear 8% interest. Also by agreement of the parties, no execution is to issue herein till September 30th 1893.

6510 Moses Thompson vs B.V. Buffington

This day came the parties, and by leave of the Court hath ten days from the adjournment of the court this term to reply to defendants answer.

Monday June 5th AD 1893

6523. First National Bank of Kenton Ohio vs Stephen Simpson and George W Aiken.

This cause now coming on for hearing was submitted to the court, on the petition of the plaintiff, on the answer and cross petition of George W Aiken, the answer of Stephen Simpson, and the reply of the plaintiff, and the Evidence; And on consideration thereof the court find on the issues joined, for the plaintiff, And that there is due to the defendant George W Aiken from the defendant Stephen Simpson, on the note and Mortgage set up in the answer and cross petition of the said defendant George W Aiken, the sum of $700, with interest at 8, per cent from the 3d day of January 1893, and that the Mortgage set forth in the answer and cross petition of the said George W Aiken securing said sum of $700, with its said interest, is the first and best lien on the premises described in the petition of the plaintiff,

The Court further finds that on the 22d day of February 1893, the plaintiff the first National Bank of Kenton, Ohio obtained a Judgment against the the defendant Stephen Simpson by the consideration of the Court of Hardin County, Ohio for the sum of $200, which Judgment for said sum bears interest at 8% per cent, and Five and 62/100 costs,, and that on the 24 day of February 1893 levy was Made for said Judgment, and for said amount by the Sheriff, of Union County Ohio, and that the same is unpaid, and that the said Judgment and levy of the plaintiff is a second lien on said lands,

That unless from five days from this date of June 5th 1893, the defendant Stephen Simpson pay or cause to be paid said Judgment and interest and costs, to the plaintiff that an order of Sale issue to the Sheriff of Union County Ohio, commanding him to appraise advertise and sell said premises, and out of the proceeds pay; First: the costs of this Suit. Second the Plf. Third; the Claim of the said G W Aiken, of $700, with interest at 8, per cent from January 3d 1893, until June 5th 1893, and interest at 8 per cent thereafter,

And 4th to the plaintiff $200, with interest at 8% from the 22d day of February 1893, and $5.62 costs - and report his proceedings herein at the next term of this Court,

6509

6577.

Monday June 5th 1893.

James Irvine
vs
6509 Lafayette Harriman et al.

This day this cause came on to be heard upon the report of the Sheriff of the County of a sale made by him in pursuance of a former order in this case, and upon motion to confirm the same, and the court here having carefully examined the proceedings of said Sheriff in and about said sale, and finding the same in all respects in conformity to law and the orders of this court, do approve and confirm the same; and said Sheriff is ordered by deed in fee simple to convey said premises to the purchaser James Cutter.

And the court coming now to distribute the proceeds of said sale amounting to $770.00 do order that the sheriff out of the money in his hands pay - First, the costs of this proceeding and the increase costs hereof amounting to the sum of - Sixty one & 80/100 Dollars -

Second to the treasurer of this County the taxes now due and assessed against said premises, the sum of Ninety & 15/100 dollars,

To the plaintiff the amount hereinbefore found due him, with interest to this date the sum of $630.94

Fourth, and the ballance of any proceeds if any, to the said defendant, La Fayette Harriman.

Timothy Fahey -
doing business as
Fahey's Bank, Marion O
vs.
6577. Francis R McCurdy and
Charles H McCurdy his
husband &

This day this cause came on to be heard upon the petition of the plaintiff, (the said Frances R McCurdy and Chares H McCurdy, being in default for answer or demurrer,) and was argued by Counsel, upon consideration whereof, and being fully advised in the premises, the court do find that due and legal notice of the filing and pendency of the petition in this case has been given to the defendants according to law, but that said defendants have made default, and that by reason thereof the allegations of said petition are confessed by them to be true,

And the court do further find that there is due to the said plaintiff upon the promissory notes mentioned and referred to in the first, second and fourth causes of action, in his said petition from the said defendants Frances R McCurdy and Charles H McCurdy the sum of $4076.00 together with interest thereon at the rate of 8 per cent per annum, payable semi annually from their date.

And the court do further find that in order to secure the payment of said promissory notes, the said defendants Frances R McCurdy and Charles H McCurdy executed and delivered to the said plaintiff Timothy Fahey their mortgage deed upon the premises described in

the petition; that said Mortgage deed was duly filed for record with the Recorder of Union County, on the 9th day of August 1891, at the hour of 1.45 o'clock P.M. and was by him duly recorded, in the record of Mortgages of said County in Vol 30 - Page 318, that said Mortgage is the first and best lien upon the premises described in the petition, and that the condition of said Mortgage has been broken, and that by reason thereof plaintiff is entitled to have the equity of redemption of said defendants in the said real estate foreclosed.

It is therefore considered, adjudged and decreed by the Court, that unless the said defendants, Frances R McCurdy and Charles H McCurdy, within three days from the entry of this decree, pay or cause to be paid to the said Timothy Fahey the amount hereinbefore found due him, with interest at the rate of 8 per cent per annum from the date of the entry of this decree, payable semiannually, and to the Clerk of this Court the costs and increase costs, of this proceeding; an order of sale issue to the Sheriff of Union County Ohio, commanding him to appraise, advertise and sell the premises described in the petition as upon execution at law, and that said bring into this court the proceeds of said sale, to abide its further order thereon.

6474

Charles Johnson
vs.
6357 William M Carlisle

This day this cause came on to be heard upon the demurrer of defendant to the petition and was argued by counsel, upon consideration whereof the court doth overrule the said demurrer, to which decision of the court the defendant excepts.

6542

A J Murphy
vs.
6474 John Duffy and
John R Taylor admr

Now comes the defendant John R Taylor administrator, and leave is granted by the Court to file his answer and cross petition instanter and the same is filed.

Monday June 5th AD 1893.

6474 A J Murphy vs John Duffy and John R Taylor.

This Cause Came on for hearing upon the petition, the answer of the defendant John Duffy, and the answer and cross petition of the defendant John R Taylor administrator, and the evidence, and was submitted to the Court; On Consideration whereof, the court find there is due to the defendant John R Taylor-administrator from the defendant John Duffy, and the plaintiff A J Murphy, on the notes set upin the answer and cross-petition of the said John R Taylor, administrator, including interest to the 5th day of June 1893. the Sum of Eighteen hundred and ninety five and 63/100 dollars, and to secure the payment of said notes the said defendant John Duffy, and the plaintiff A. J. Murphy executed and delivered to the said John R Taylor administrator their certain Mortgage, as in the cross petition described, on the same premises described in the petition,.

The Court further find that said Mortgage was duly entered for record, and the same recorded in the Records of Mort-gages, in Union County Ohio. and is the first lien on said premises. for the amount so found due.

It is therefore ordered and adjudged by the court that after paying the costs the sheriff shall next pay to John R Taylor admin-istrator the sum of $1895.63 or the Ballance remaining in his hands to apply on said Claim of John R Taylor Administrator.

6542 O J Warner vs H M Warner

Now come the plaintiff by his attorney, and the defendant being in default for answer and demurrer the court finds that the alegations of the petition are confessed by him to be true, and that he is indebted to the plaintiff in the sum of $546.00 It is therefore considered by the court that the said plaintiff O J Warner, recover from the defendant H. M. Warner, the said sum of $546.00 with interest thereon from the first day of the term, and costs expended in his behalf

Monday June 5th AD 1893

No 6473.

Mary Gardner
vs
The incorporated Village
of Richwood, Union
County Ohio,
Peleg Cranston Treasurer, and
S A Hudson, Auditor of Union
County Ohio,

This cause coming on this day for hearing and the defendants being in default for answer and demurrer, was submitted to the court on the pleadings and Evidence without the intervention of a jury, in consideration whereof the court find in the issue joined for the plaintiff –

And the court further find that the assessment on the property of the plaintiff as complained of in the petition is illegal, and that the plaintiff is entitled to the relief prayed for,

It is ordered and decreed, that the defendants, the Incorporated Village of Richwood, Ohio, The Treasurer of Union County Ohio, Peleg Cranston, and S. A. Hudson Auditor, be, and they are forever enjoined from collecting from the plaintiff the amount and penalty complained of in the petition, and that said Treasurer and Auditor be directed to strike the same from their duplicates, and that the Cloud upon plaintiff's title by reason thereof be removed, and her title to the premises described in the petition be quieted against the same, and that the said Treasurer accept from the plaintiff the simple Tax due on said land., and that the costs of this action be paid by the said incorporated Village of Richwood, Ohio, Taxed at $.

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June 28th 1893

In Chambers—

Exhibit "A"

Melford Center Ohio June 26th 1893.

We the undersigned stock holders, request $1000.00 of Companeys funds to be placed on interest and authorize the Receiver to accept good personal security thereon

John Richter, George Lyons, A Boylan,
A V Kennedy, J B Branston, Anna B Sieret
J H Dean, & A J Rigdon by J W Brodrick, his attorney.

In the Court of Common Pleas, of Union County Ohio,

John B Branston }
6463 against }
A Boylan et al }

This day this Cause came on for hearing, at Chambers, on the application of the receiver, to invest One Thousand dollars of the funds in his hands, upon interest. And the Court finding that all the parties to this Suit have requested that such order be Made, and have Consented thereto by the written request hereto attached, Marked Exhibit "A" and Made part of this order, and to be recorded in the Journal of the Court as part hereof—.

It is therefore considered and ordered by the Court, that A J Rigdon, the receiver herein be, and he hereby is authorized and empowered by the Court to invest upon interest, "one thousand Dollars, upon good and sufficient surety to the acceptance of said Receiver.

June 27th 1893.

John A Price,
Judge of Court of Common Pleas

In Vacation. Monday, July 24th, 1893.

Henry Copeland
vs.
Lydia Ballard

6561

And now this cause came on to be heard upon the motion of the plaintiff for the appointment of a Receiver herein. And thereupon the Court find that the appointment of a Receiver is necessary to protect the property and interest of the parties pending this suit. It is therefore ordered that Philip Lind be and he is hereby appointed Receiver of all the debts, property, equitable interest and things in action belonging to said firm and to take charge of the real and personal pertaining to said Central Hotel in Magnetic Springs, and that said Receiver upon being duly qualified proceed to collect the debts due the firm. And it being for the interest of all the parties that the Hotel be kept open and running during the present season it is ordered that said Receiver continue the business and provide for the guests and patrons of said Hotel and to keep an accurate accurate account of his management thereof. He may employ a book-keeper and such other help as may be necessary and pay their wages out of the funds and property in his hands until the further order hereof.

And the said parties herein, and all other persons having any of said property in their possession or under their control are hereby ordered to deliver the same, and all persons owing any such money belonging to said firm are hereby directed to pay over the same to the said Philip Lind as such Receiver on his demand.

And it is ordered that before entering upon his duties such Receive execute to the plaintiff an undertaking conditioned according to law in the sum of $1000.00

And now come Philip Lind and presented his said undertaking with Elizabeth Vire surety to the approval of the Court and was duly sworn as such Receiver.

July 24 1893. At Chambers.

Eliza Henry
6561 vs
Hiram Henry

This day this cause came on for hearing at Chambers at Bellefontaine Ohio, on motion of Plaintiff for an allowance of alimony pending suit, upon consideration thereof it is ordered and directed that the said defendant Hiram Henry do pay to the plaintiff Eliza Henry as and for alimony Pendente lite, the sum of $100.00 as follows, to wit, $50.00 in thirty days from this date, and $50.00 in sixty days from this date And that in default of payment execution issue, as upon Judgments at law.

Done at Chambers, at Bellefontaine Ohio, this 24th day of July 1893.

This order to be entered on the Journal of the Court of Common Pleas, of Union County Ohio.

John A Price, Judge.
of Court of Common Pleas.

Order of Injunction

Mary A De Good
vs
Wilber De Good

Before Probate Judge,
Motion for a temporary injunction in the Court of Common Pleas, — Union County Ohio.

And Now this first day of August 1893. Came the plaintiff by L L Cameron, one of 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 and was heard upon the petition of the plaintiff Mary A De Good, 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 either disposing of said property real or personal, or from in any manner encumbering the same or any part thereof until final hearing of this action, 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 without Bond. as by statute provided

L Piper Probate Judge

In Vacation.

September 2d 1893

6590 Lester Clark, vs Jerusha Clark, } This day came the parties hereto, and by agreement there is allowed as Alimony pendente Lite - herein the sum of one hundred dollars which is to be taken into account hereafter in the allowence of alimony in this case

In Vacation

Conditional Order of Revivor—
Court of Common Pleas Union County Ohio,

Andrew Sabine
vs
Hylas Sabine, and
Hannah Houston Executrix
of wills, of John F Sabine dec'd

In this cause on the motion of the said Plaintiff Andrew Sabine, and it being made to appear to the court that the said judgment herein has become dormant, and that there is still due thereon the sum of $1008.10 and $4.00 costs, and $6.70 increase costs, with interest from the 11th day of February AD 1879— It is therefore ordered that said Hylas Sabine, and Hannah Houston executrix of the will of the Estate of John F Sabine deceased, are hereby ordered to show Cause why the said Judgment for said sums of Money should not be revived on or before the 26th day of August AD 1893,
and in default of such showing, that said Judgment to stand revived for said sums of Money

Witness My signature and the seal of said Court, at Bellefontaine this 26th day of July AD 1893.
John A Price Judge
of the Court of Common Pleas.

Monday September 11th A. D. 1893.

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 September in the year 1893 held in the court house in the incorporated village of Marysville county and state aforesaid, was begun ~~on~~ the 11th day of September in the year aforesaid

Present:
Hon John A. Price
Judge of the court of Common Pleas

William B. Snodgrass
Sheriff of Union Co. O

A. B. Swisher
Coroner of Union Co. O.

Attest:
R McCrory
Clerk of the court of Com pleas of Union Co. O
By W. M. Wright
Deputy

The venire facias for a grand jury heretofore issued, and returnable this day at 10 o'clock was duly returned by the Sheriff with his endorsements thereon as follows to-wit-
The State of Ohio. Union County SS.
On the 14th day of August - 1893. I received this venire and served the same on several persons therein named at the times and in the manner placed opposite their names endorsed hereon.

W. G. Snodgrass Sheriff

F. C. Bailey	August - 14	Postal
William Bainbridge	"	"
Davidson Fieler	"	"
Solomon Turner	"	"
Ben Smith	"	"
L. Cary	"	"
John Sanderson	"	"
Seneca L Stalder	"	"
Henry Jackson	"	"
Lonnis Weidman	"	"
John Evans	"	"
Geo A Fox	"	"
Robert A McMillen	"	"
Henry Hicks	"	"
L. F. McIlroy	"	"

And upon calling the same in open court they all appeared in answer thereto. And the panel being full the court appointed William Bainbridge 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 William Bainbridge. Foreman.
2 F. C. Bailey
3 Davidson Filler
4 Solomon Turner
5 Ben Smith
6 L. Leary
7 John Sanderson
8 Seneca L. Shalder
9 Henry Jackson
10 Lewis Weidman
11 John Evans
12 Leo A. Fox
13 Robert A McNeilan
14 Henry Hicks
15 L. F. McElroy

The State of Ohio, Union County ss.

To the Hon The Judge of the Court of common pleas of said County I. William G. Snodgrass Sheriff of said county hereby appoint Jesse F. Pearse of Marysville Ohio to be one of my deputies. The said Jesse F. Pearse is a duly qualified Elector of said county and is not a justice of the Peace or Mayor and I respectfully ask that his appointment as deputy Sheriff be approved This Sept 11th 1893.

Wm G. Snodgrass
Sheriff of Union County, Ohio

The above named appointment of said Jesse F Pearse to be deputy Sheriff is hereby approved.
This Sep 11th 1893

John A Price
Judge of Court of Common pleas

6567 Andrew Sabine
vs
Hylas Sabine
Hannah Houston Exec &c

This day this cause came on to be heard by the court and the court finding that said defendants have (each and every of them) been duly served with a copy of the conditional order of Revivor heretofore issued herein and have failed and still fail to show sufficient cause why said judgment herein should not stand revived as prayed for by said plaintiff it is ordered by the court that the said judgment herein for the sum of $1008.00 and Four ($4.00) Costs Increase Costs $6.70 with interest at the rate of 8% per annum be and the same doth stand revived against the said Hylas Sabin and Hannah Houston Executrix of estate of John F. Sabine Dec'd. and every of them: and that the plaintiff recover of them jointly and severally, his costs in and about this proceeding of Revivor incurred and expended taxed at $

6548 Nellie Weller
vs
Belinda Moore et al

This cause came on to be heard upon the petition and the defendants being in default for cross petition and answer and and the pleadings and record in the cause and 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 and 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 J. M. Kennedy & A. H. Kollepratik attys for said plaintiff that by the oaths Simeon B. Chile & Charles Kennedy & Leo M. McPeck judicious disinterested freeholders of the vicinity upon actual view of the premises one full and equal part of said lands in said petition described in the following proportions to wit: To the said Nellie Weller one half part thereof. To Belinda Moore, Mary Guy, Harriet Highland & Melissa Hawley each one eighth 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 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 it is further ordered that a correct survey and plat be made and the same be ordered sold or subdivided according to said corrected survey and plat.

6573

The Union Central Life Insurance Company
vs
6573 Charles Bradley et al

This cause now coming on for hearing on the petition and the evidence. The court find that the defendants Charles Bradley, Alice Bradley, Walter C. Fullington, Robert McCrory, Thomas Martin and Francis J. Arthur administrator as alleged have each had due notice of the pendency and prayer of said petition as evidenced by their several waivers of summons attached hereto and are each in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true, and the court further find that there is due the plaintiff on the notes set forth in the petition, with interest to the first day of this term The sum of Two Thousand One hundred thirty two & 75/100 ($2132 75/100) dollars; That in order to secure the payment of said notes the said William and Ann Roberts executed and delivered to the said The Union Central Life Insurance Company the plaintiff their two certain mortgage deeds as in said petition alleged and discribed and on the premises therein described. That said mortgages were duly and respectively recorded at Vol. 18. page 275 and Vol 19 page 229 of the Records of mortgages of said county of Union and are respectively the first and second best and valid liens on the premises in said petition described and that the conditions in each of the mortgages aforesaid, have been broken and the court further find that the said defendant Charles Bradley, is the legal owner and holder of said premises in said mortgages described and in said petition alleged and has the right to redeem the same.

It is, therefore, adjudged and decreed that unless the said defendant Charles Bradley, 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 17th day of Sept 1893 the said defendants equity of redemption be foreclosed said premises 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.

Court then adjourned until 8-30 o'clock tomorrow morning

Tuesday September 12th A.D. 1893

Court convened at 8-30 o'clock pursuant to adjournment Tuesday Morning.

Present:
Hon John A. Price. Judge

6556 D. W. Ayers
vs
Almeda Browning

Now comes the plaintiff and the defendants 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 to the plaintiff on the note described in said petition the sum of One Hundred and Fifty dollars with interest at 8% ~~per annum~~ from March 10th 1893.
It is therefore considered by the court that the plaintiff recover from the said defendant the said sum of $156. which said sum of $156. shall bear interest at 8% from the first day of this term of said court, and his costs taxed & herein to $ and in default of payment herein for one day that execution issue therefor.

6558 Marcus Spiegle & c
vs
William Otte

This day this cause was submitted to the court by the plaintiff and the court finds that the said defendant has been duly served by summons and is in default for answer or demurrer to the petition herein, the petition is taken as confessed by him: Therefore it is adjudged by the court that the said plaintiff Marcus Spiegle surviving partner &c recover against the said William Otte the sum of ($651.56) Six hundred Fifty one & 56/100 dollars. to draw interest at the rate of 6% per annum from the first day of the present term thereof Sept 11th 1893, together with his costs in this behalf incurred taxed at $1

Wednesday September 13th A.D. 1893.

Court convened at 8-30 o'clock this morning pursuant to adjournment.
Present
Hon John A Price
Judge

Nellie Weller
vs
6548 Belinda Moore et al

This cause came on for hearing upon the return of the Sheriff and report of the Commissioners heretofore appointed by the court herein and on motion I confirm the same and it appearing from said report that said Estate could not be divided by meets & bounds without injury to the whole thereof and that said Commissioners have made and returned their appraisement of said Estate and neither of said parties electing to take the said Estate at its appraised value, on Motion of the Plaintiff it is ordered that said Estate be sold at public auction and that an order issue therefor to the Sheriff of Monroe County and the said Sheriff is ordered to return his proceedings to this court without unnecessary delay.

W. S. Rogers
vs
6076 Joshua Irwitt

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

1 J. W. Skidmore
2 Samuel Warner
3 Charles Wrastor
4 Jesse Williams
5 T. W. Buffington
6 Shann Burgoon
7 James Ladow
8 S. S. Welch
9 Hugh McAdow
10 E. D. Judd
11 John Harris
12 Alfonzo Melow.

Who were duly sworn & empanelled according to law, and thereupon the case came on for hearing on the pleadings and evidence.

And after hearing 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, 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 $48.94 –

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 William Bainbridge	6 L. Cary	11 John Evans
2 T. D. Bailey	7 John Sanderson	12 George A Fox
3 Davidson Filler	8 Seneca L Stalder	13 Robert McMillen
4 Solomon Turner	9 H. F. Jackson	14 Henry Hicks +
5 M. B. Smith	10 Louis Weidman	15 L. F McElroy

and presented to the court, through their foreman William Bainbridge certain bills of indictment to Frank Somers to wit- 3 for unlawfully entering a Saloon also 2 indictments against Fredrick Somers for unlawfully entering a Saloon also against Reuben Stutts for Forgery. William Miller for Grand Larceny, Davis Johnson for threatening in a menacing manner, W. Koerner for assault and Battery & James Stafford for Petit Larceny each one indorsed a "true Bill" William Bainbridge, foreman of the Grand Jury

"Also their farther Report"

To the Hon John A Price Judge

The Grand jury of the court of common pleas of said county of the September term 1893 beg leave to report- that they have been in session 3 days and herewith return to the court the indictments presented by said jury. We have carefully examined ~~over~~ all such matters as have legitamately come to our notice, having examined over 40 witnesses covering 12 cases and presented ten bills and ignored two cases considered by us.

During our session we have visited the county jail and made a complete examination thereof and find the rules prescribed by the court- for the care thereof and for the government of its inmates have been carried out and properly enforced.

Respectfully Submitted

William Bainbridge, Foreman.

6604 Lawrence Martin vs Thomas Martin

In this cause on the motion of the Plantiff, Lawrence Martin, and it being made to appear to the court, that the said judgment herein, has become dormant, and that there is still due thereon the sum of Nine hundred and fifty three dollars, and Sixteen & 76/100 dollars costs, with interest at 8 per cent from the 17th day of June 1885, It is therefore ordered that said Thomas Martin be, and he is, hereby ordered to show cause why the said judgment for said sums of Money should not be revived on or before the 4th day of October AD 1893, and in default of such showing, that said judgment stand revived for said said sums of Money.

John A Price, Judge of Court of Common Pleas.

6563 Nancy J. M Tiernan
vs
Frank Tiernan

This day came on this cause to be heard upon the petition and the evidence, on consideration whereof the court finds, that the defendant has been duly and legally notified of the filing and pendancy of this petition.

The court further finds that the plaintiff has been a resident of the State of Ohio for more than a year next before the filing of her petition and was at the time of filing the same a bona fide resident of said county of Union and that the parties thereto were married as in said petition set forth.

The court further find upon the evidence adduced that the defendant has guilty of willful absence for more than three years before 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 Nancy J. McTiernan and Frank Tiernan be and the same is hereby dissolved and both parties released from the obligations of the same.

It is further ordered that the custody, care education and control of said child be and the same is confided to the plaintiff, and the defendant is enjoined from interfering in any manner with said child or the custody and control thereof.

It is further ordered that the plaintiff recover of defendant her cost herein expended.

6554 Emma Williams
vs
Henry Williams

This day this cause came on to be heard on the petition of the plaintiff the defendant being in default for answer and the court after hearing the evidence and on consideration thereof, finds 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 that time a bona fide resident of this County of Union and that the parties hereto were married as stated in said petition. The court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefor ordered and adjudged by the court that the marriage relation heretofore existing between the said Emma Williams & Henry Williams be and the same is hereby dissolved and both parties are released from the obligations thereof and that said Emma Williams be restored to her maiden name of Emma Jackson and recover her costs herein taxed at $10.00.

6561 Eliza Kenny
vs
Hiram Kenny

This day this cause came on for hearing on the petition and exhibits of the plaintiff, the defendant being in default for answer or demurrer, and the court after hearing the evidence does find for the plaintiff as follows to wit:
That said plaintiff had been a resident of the State of Ohio for more than a year last past and was at the time a bona fide resident of Union county.
The court further finds from the evidence the defendant has been guilty of gross neglect and that by reason thereof the plaintiff is entitled to a divorce as prayed.
It is therefore ordered and adjudged by the court that marriage contract heretofore existing between the parties the said Eliza Kenny and Hiram Kenny be and the same is hereby dissolved and the parties released from the obligations of the same and that the plaintiff be restored to her maiden name of Eliza L Hubbard
It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Four Hundred dollars in addition to that already allowed as alimony pending said suit, and the same is made a lien upon all of the real estate of said defendant, and in default of payment within ten days from this date execution is allowed to issue therefor and for costs herein taxed at $8.

6494 Lacy Snodgrass
vs
Melissa Converse et al

This day came Stephen A. Douglass administrator of Perry C. Douglass and having filed in this court the certificate of the Probate court of said county showing that the personal estate of said decedent is insufficient to pay his debts, and that the sum of Forty six hundred & Eighty three & 72/100 dollars in addition to the available assetts will be necessary to pay the indebtedness and expense of administering said estate.
It is therefore ordered by the court that the Sheriff out of the proceeds of the sale in partition in this case (now) after paying cost and expenses of sale and taxes) pay to said Stephen A. Douglass as such Administrator the sum of Forty six Hundred and Eighty three & 72/100 dollars to be by him applied in settling the said estate.

6568 W. J. Campbell
vs
Florence G. Debolt et al

This case now coming on for hearing on the petition of the plaintiff and the cross-petition of the defendants James Cutter and Bank of Richwood and the evidence, the court find that the defendant Florence G. Debolt and Sarah A. Debolt have been duly served with summons in this case, and that they are in default for answer or demurrer, and that the allegations of the petition and cross petition are thereby confessed to be true and that there is due the plaintiff from the defendant Florence G. Debolt and Sarah A. Debolt on the promissory note set forth in the petition with interest to the date of this decree the sum of $1816.56.
The court do further find that in order to secure the payment of said note, the defendants Florence G. Debolt and Sarah A Debolt his wife executed and delivered to the said W. J. Campbell their certain Mortgage as in the petition described and on the premises therein described; that said Mortgage was duly recorded in Book 27 page 314 of the records of Mortgages of Union county, Ohio. and is a good and valid lien on the premises described in the petition and is the first and best lien thereon and that the conditions in said Mortgage has been broken. And the court do further find that there is due the defendant Bank of Richwood from the defendant Florence G. Debolt on the answer and cross petition of said Bank of Richwood the sum of $362.12 with interest to the date of this term, and that said lien is the second best lien on the premises described in said answer and cross-petition. It is therefore considered by the court that the plaintiff recover from the defendant Florence G. Debolt the sum of $1816.56. and his costs herein expended. And that the defendant James Cutter recover from the defendant Florence G. Debolt the sum of $144.38 and his costs herein expended. And it is further adjudged and decreed that unless the defendant Florence G. Debolt 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 him as aforesaid with interest from the 12th day of September 1893 the defendants equity of redemption be foreclosed and to the said Bank of Richwood and James Cutter the sums so found due them as aforesaid with interest from the 11th day of Sep 1893. 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.

Thursday September 14th A D 1893

Court convened at 8-30 o'clock this morning pursuant to adjournment
Present Hon John A. Price. Judge

6601 Dyer Reed agent }
vs }
Jacob M. Fisher }

This day came the plaintiff by his attorney and thereupon came J. L. Cameron 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 the petition the sum of $189 32
It is therefore considered that said plaintiff do recover of said defendant the said sum of $189 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 Eight per cent per annum.
And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived

6605 Kerby & Greenwall }
vs }
G. E. Kinney }

This day came the plaintiff by his attorney and thereupon came J. L. Cameron 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 plaintiffs as is alleged in said plaintiffs petition the sum of $128 65. It is therefore considered that said plaintiffs do recover of said defendant the said sum of $128 65 so as aforesaid confessed to be due together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8% per annum.
And by virtue of said warrant of attorney all errors are released and all right of appeal, and all right to file a petition in error are waived

Court then adjourned until 8-30 o'clock tomorrow morning

Friday September 15th A. D. 1893.

Court convened this morning at 8-30 o'clock pursuant to adjournment
Present,
Hon John A. Rice, Judge.

6602 L. H. Southard admr
vs
William Welwood

It appearing to the court that on July 18th 1893 the plaintiff recovered a judgment against the defendant before John Bonham a justice of the peace of said county for the sum of Forty dollars and three cents and costs of suit taxed on the transcript filed herein and that on the 28th day of July 1893. the defendant gave an undertaking for appeal but that he neglected for more than 30 days after the rendition of said judgment to file a transcript in this court or have his appeal docketed and it appearing that the plaintiff has at this term of this court (it being Sept after said judgment) has filed a transcript of said judgment and proceedings and had his appeal docketed herein, and that the plaintiff now applies to this court to render the same judgment that was rendered by said justice of the peace and for all costs that has accrued in this action.

It is therefore considered ordered and adjudged by the court that the plaintiff recover of the defendant the said sum of Forty dollars and three cents with interest from July 18th 1893 amounting now to Forty dollars and forty cents and also all costs in this action expended including costs before said justice of the Peace.

6467 J. B. Clark
vs
Eram J. Healy

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

1 Marion Temple
2 W. P. Hizey
3 John Harris
4 J. D. Wood
5
6 Samuel Warner
7 Charles Martin
8 Jesse Williams
9 J. W. Sheldmore
10 Shannon Burgoon
11 James Zordow
12 G. S. Welch

Who were duly impaneled and sworn according to law and thereupon this cause came on for hearing on the pleadings and evidence, and the said jury having heard the evidence adduced, and the hour of adjournment having arrived the further hearing of this cause was continued until 8 o'clock tomorrow morning. To which time court then adjourned.

Saturday September 16th A.D. 1893.

Court convened at eight o'clock this morning pursuant to adjournment

Present:
Hon John A Price, Judge.

6389 James T. Black Receiver
vs
James W. Robinson Admr

This day came the plaintiff and made known to the court here that since the commencement of this action the said Charles B. Smith one of the defendants herein has departed this life and that one Emery Smith has been duly appointed and is now acting as administrator of his estate. Wherefore the said plaintiff moves the court that such proceedings be had and taken as are necessary to a revivor of this action as against said administrator.
And thereupon came the said administrator and waives any formal proceedings any process against him and voluntarily enters his appearance herein as defendants and consents to abide the final judgment in this action, It is therefore ordered that this action as against Charles B. Smith stand revived as against his said administrator

903

6467 John B. Clark
vs
Eram J. Healy

This day again came the parties by their attorneys, also came the jurors heretofore impanelled and sworn herein, and the trial proceeds and the said jurors having heard the arguments of counsel, the hour of adjournment having arrived the further hearing of this case was continued until Monday September 18th 1893 at one o'clock P.M. To which time court then adjourned.

900

To The Hon John A. Price Judge
Union County Dr

To W. G. Snodgrass Sheriff Three Hundred dollars ($300.) for annual allowance under Statute Sec 1231-

The foregoing bill is approved and ordered to be paid.
The Auditor of Union County is directed to draw his warrant on the Treasurer of Union County in favor of Wm G Snodgrass Sheriff for said sum of $300.

John A. Price
Judge of Court of Common Pleas

Monday September 18th AD 1893

Court convened at one o'clock P.M to day pursuant to adjournment
Present:
Hon John A. Price, Judge

6444 David M. King
vs
Charles Depp

This case coming on for trial this day it was argued by the parties herein, by their attorneys respectively, that the right of each to a jury herein be and the same is hereby waived and this case is submitted to the court for a hearing on the merits.
On submission to the court of the above entitled case, the court finds that the plaintiff herein recover of the defendant one cent and his costs herein taxed at $ and render judgment against defendant in favor of plaintiff for same. No Record -

903 The State of Ohio
vs
William Miller
Indictment for 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 like, and it appearing that said defendant is in indigent circumstances and unable to employ counsel, the court at his request assign Joseph W. Kennedy as counsel to defend him.

900 The State of Ohio
vs
James Stafford
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" - Thereupon after hearing testimony and being fully advised in the premises, it is ordered and adjudged by the court that the said James Stafford be imprisoned in the jail of Union county for the term of 20 days, and that he pay the costs of this prosecution, for which Execution is awarded -

904 The State of Ohio vs Reuben Stultz } Indictment for Forgery-

Nollie-prosequi is entered herein by order of the court at the request of the Prosecuting attorney

6543 Eli P. Rogers vs W. S. Rogers Admr &c }

On motion it is ordered by the court that James Ophile, Orville G. Ophile, John H Ophile, Okie Ophile Nancy Ophile and Mary Ophile devisees and heirs of Nancy Rogers deceased be made defendants in this case, and allowed to make defense in said cause as provided by Section No 6098 of Ohio Revised Statutes and therefore said heirs and devisees enter their appearance and have leave to file answer instanter.

6467 John B. Clark vs Eram J. Healy }

This day again came the parties by their attorneys, also came the jurors heretofore impanneled and sworn herein, and the said jury having heard 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, signed by their foreman and say; "We, the jury, on the issue joined find that the paper writing" here shown to us, and admitted to probate in the Probate Court of Union county, State of Ohio on the 1st day of July 1892 purporting to be the last will and testament of Mary Clark deceased is the valid last will and testament of the said Mary Clark deceased.

W. S. Burgoon, Foreman.

Court then adjourned until 8-30 o'clock tommorrow morning.

Tuesday, September 19th A. D. 1893.

Court convened at 8-30 O'clock this morning pursuant to adjournment.
Present:
Hon John A. Price, Judge

6531. Frances Shirley et al vs Millie H. Thompson et al

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

1 Hugh McAdow 5 Marion Temple 9 Samuel Wasser
2 E. D. Judd 6 W. P. Heisey 10 Charles Martin
3 John Harris 7 J. D. Wood 11 Jesse Williams
4 Alfonse Malone 8 J. W. Skidmore 12 T. W. Buffington

Who were duly impaneled and sworn according to law, and the said Jury having heard the evidence and the arguments of counsel in part, the hour for adjournment having arrived the further hearing of this case was continued until Eight-30 O'clock tomorrow-morning

6544 Emma Lee vs Alfred E. Lee

This day came the said parties by their attorneys and this cause coming on to be heard upon the pleadings and evidence the plaintiff by her attorney withdrew from her petition the charge therein contained of extreme cruelty on the part of the defendant and rested her case solely upon the charge of gross neglect of duty on the part of the defendant contained in said petition; and thereupon the defendant withdrew from the case and the files by leave of the court his answer and cross petition, except the denials therein contained and the case came to a hearing on the plaintiffs said charge of gross neglect of duty, and the defendants denial thereof and the evidence adduced on said charge and issue. and after hearing and considering said evidence and arguments of counsel, the court find said issue in favor of said plaintiff and that the defendant has been guilty of gross neglect of duty toward the plaintiff is entitled to a divorce from the defendant as prayed for in her petition.

It is therefore ordered and and adjudged by the court that the marriage contract heretofore existing between the said plaintiff Emma Lee and the said defendant Alfred E. Lee be and the same hereby is dissolved and that said parties and each of them be, and they are hereby released from all and singular the obligations of said marriage contract.

It is further ordered and adjudged that

said defendant pay to said plaintiff as and for her for her reasonable alimony and as and for and in satisfaction of her entire and full interest and estate in his the the said defendants property real and personal including her contingent right or estate of dower in all the real estate and lands and tenements of said defendant the sum of Thirty two hundred dollars, in addition to the sum of three hundred dollars temporary alimony heretofore paid pending this suit, by the defendant to the plaintiff. Said sum of Thirty two hundred dollars to be paid in the manner and in the installments, and at the times following, to-wit; The sum of One hundred dollars on the entering of this decree The sum of One hundred dollars within thirty days after this date- The sum of two hundred dollars by the first day of December 1893. (said installments to be paid without interest), and the sum of Twenty Eight hundred dollars residue, by transfering to the plaintiff certificates of Stock for that sum, now owned by the defendant in the central Building, Loan and Savings company of Columbus Ohio. Said transfer to include the dividends or interest from and after this present date and said defendant is to be held as guarantor that said Stock is of par value. But the payment of said installments of Alimony including the transfer of said certificates of Stock are to be made on the condition that upon said transfer of Stock and concurrent therewith, said Emma Lee shall execute and deliver to said Alfred E. Lee a deed of release conveying and releasing to said Alfred E. Lee and to his heirs and assigns all her interest and Estate including any right of dower or her part, in and to all the property real and personal of said Alfred E. Lee now owned or hereafter acquired by him.

And it appearing to the court that it would be for the best interests of said Emma Lee so to do, it is ordered that Edward E. Cole be and he is hereby appointed a Trustee for said Emma Lee to receive said installments of Alimony and transfer of Stock for the use and benefit of said Emma Lee and to hold said Stock or convert the same into money, and to reinvest the same, and also invest said money installments of alimony in such productive form, as he may deem safe and best for said Emma Lee, paying over to her such profits as he may realize from such investments from time to time each year as her necessities may require and if need be a portion of the principal.

Before entering upon the duties of said trust said Edward E. Cole shall execute a bond in the sum of Three Thousand dollars, with sureties to be approved by the Clerk of this court payable to said Emma Lee and conditioned for the faithful discharge of said duties. Said bond to be deposited with said Clerk. Provided however that said Trustee on receiving said money installments of alimony, shall

pay out of the same the sum of One hundred dollars to J. L. Cameron, and the sum of Twenty five dollars to himself for their services in this case as counsel for said Emma Lee - The payment of said installments of alimony and the transfer of said Stock to said trustee shall be regarded a payment and transfer to said Emma Lee within the terms of this decree.

It is further ordered that said defendant pay the costs made in this case to be taxed, and in default thereof after five days from this date, execution may issue for said costs.

Wednesday September 20th A.D. 1893.

Court convened at 8-30 O'clock this morning pursuant to adjournment.

Present: Hon John A. Price. Judge

6531 Jannie Shuler et al
vs
Millie H. Thompson et al

This day again came the parties herein and their attorneys. Also came the jurors heretofore impaneled and sworn herein, and the trial proceeded and the said jurors having heard the remaining arguments of counsel and the charge of the court, retired to their room for deliberation in 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 on the issues joined find that the paper" writing shown to us and admitted to probate in the Probate court of Union County, State of Ohio on the 2d day January 1893 purporting to be the last will and testament of Nelson P. Thompson deceased is the valid last will and testament of the said Nelson P. Thompson

J. W. Buffington, Foreman

6536 Atway January
vs
H. L. Green & Brother &
William Wellwood

This day came the plaintiff but the defendants came not but made default. Whereupon the plaintiff by leave of the court waived the right of trial by jury and submitted this case to the court. Whereupon the court being fully advise in the premises upon the evidence in the premises find for the plaintiff that said defendants H. L. Green and Brother and William Wellwood doth owe plaintiff on the note in his petition described the sum of Thirty three dollars and Eighty five as alleged.
It is therefore considered, ordered and adjudged by the court that the plaintiff recover of said defendants said sum of $33.85 & costs of suit and said judgment to draw 8% interest from this date Sep 20th 1893.

6566 Caleb Jones
vs
Thomas C. Watcher et als

The above entitled action settled and dismissed without prejudice to plaintiff to right of action on notes described in second cause of action in the petition. The defendants to pay costs.

901 The State of Ohio vs Davis Johnson } Indictment for threatening in a menacing manner.

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 Davis Johnson pay a fine of five dollars and the costs of this prosecution, and execution is awarded.

902 The State of Ohio vs Vet Koerner } 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 "Not Guilty" and puts himself upon the country and the Prosecuting attorney doth the like.

895 The State of Ohio vs Frank Somers } Indictment for unlawfully Entering a Saloon

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 defendant Fred Somers pay a fine of One dollar and the costs of this prosecution, for which execution is awarded.

896 The State of Ohio vs Frank Somers } Indictment for unlawfully entering a Saloon.

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 defendant herein pay a fine of One dollar and the costs of this prosecution, for which execution is awarded.

897 The State of Ohio } Indictment for unlawfully entering a Saloon
vs
Frank Somers }

Now comes the Prosecuting 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 defendant Frank Somers pay a fine of one dollar and the cost of this prosecution, and execution is awarded.

6314

898 The State of Ohio } Indictment for Unlawfully entering a Saloon
vs
Fredrick Somer }

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 pay a fine of one dollar and the costs of this prosecution for which Execution is awarded.

6532

899 The State of Ohio }
vs
Fredrick Somner }

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 Fredrick Somner pay a fine of one dollar and the costs of this prosecution, for which execution is awarded.

6543 Arthur D. Hohman }
vs.
New York, Lake Erie }
Western Ry. Co.. }

This day on motion of the defendant leave was granted to it to file answer to plaintiffs petition in 30 days from September 20th, 1893 and cause continued by agreement.

Reuben C. Hoffman }
6314 vs }
Lester Clark }

This day again come the parties by their attorneys also came the jury heretofore impanelled and sworn herein, and the said jurors having heard the remaining Evidence, arguments of Counsel and charge of the court retired to their room for deliberation in charge of the Sheriff. 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 $580

W. S. Burgoon, Foreman.

McCune Loomis & Griswold }
6532 vs }
D. F. Gates et als }

This cause now coming on for hearing on the petition for a revivor of the judgment rendered in case numbered 4379 in the court wherein McCune Loomis & Griswold were plaintiffs and Seth Gates defendant for the sum of $280.52 and costs of suit and the answer of D. F. Gates and it being shown to the court that said judgment is still unsatisfied in part and that remains unpaid thereon the sum of $240.61 with interest from September 27th 1887 and $15.82 costs paid by the said plaintiff September 27th 1887 and $39.13 costs paid by the said plaintiff March 9th 1893 and the defendant has died since its rendition and that said Rosa B. Gates is the duly appointed and qualified administratrix of the Estate of said Seth Gates deceased and that she has been duly served with summons herein and consent that judgment shall be revived and all the other defendants having been duly served with summons or entered their appearance to this action and all being in default for answer or demurrer except the defendant D. F. Gates who has filed answer herein and no sufficient cause being shown to the contrary It is therefore ordered that the said Rosa B. Gates as administratrix as aforesaid be and she hereby is made party defendant to the judgment aforesaid and execution is awarded against her, it is ordered that she pay the costs of this action and as to the other relief asked in the petition and amended petition the same is reserved for further order of the court and the said D. F. Gates has leave to file an amended answer.

Court then adjourned until 8-30 o'clock tomorrow morning

Thursday September 21st A.D. 1893

Court convened at 8-30 O'clock this morning pursuant to adjournment-

Present. Hon John A. Rice - Judge

6484 Wilber D. Benedict vs Charles H. McCurdy

This day came the parties by their attorneys, also came the following named persons as jurors who were duly impanelled and sworn herein, viz

1 John Harris	5 W. S. Burgoon	9 E. D. Judd
2 J. D. Wood	6 James Ladow	10 Alfonse Malone
3 Jesse Williams	7 G. S. Welch	11 Marion Temple
4 T. W. Buffington	8 Hugh McAdow	12 Bert Thompson

and the said jury having heard the evidence, arguments of counsel and the charge of the court, retired to their room for deliberation in charge of the Sheriff.

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 defendant and asses the amount due to the defendant from the plaintiff at the sum of $ 7.23-

W. S. Burgoon Foreman

6516 Worley of Goldsberry vs P. C. C. & St Louis Ry Co

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

1 John Harris	5 Bert Thompson	9 Hugh McAdow
2 J. D. Wood	6 W. S. Burgoon	10 E. D. Judd
3 Jesse Williams	7 James Ladow	11 Alfonse Malone
4 T. W. Buffington	8 G. S. Welch	12 Marion Temple

who were duly impanelled and sworn herein, and the said jury having heard the evidence in part, and the ~~said jury having heard~~ hour of adjournment having arrived, the further hearing of this case was continued until tomorrow morning at 8-30 o'clock, to which time Court then adjourned.

Court then

6506

6516

6300

Friday September 22d A.D. 1893.

Court convened at 8-30 o'clock this morning pursuant to adjournment.
Present; Hon John A. Price, Judge

6506 Harvey Thompson vs John Black et al

This day came the defendants and on their motion this cause is dismissed without prejudice for failing to give security for costs and failing to prosecute the case.
Thereupon it is considered and adjudged by the court that defendants recover of plaintiff their costs herein expended taxed to $ -

6516 Wesley J. Goldsberry vs P.C.C. & St. L. Ry Co

This cause came on to be heard upon the pleadings and testimony and thereupon came a jury. To-wit-

1 John Harris	5 Bert Thompson	9 Hugh McAdow
2 J. D. Wood	6 W. S. Burgoon	10 E. D. Judd
3 Jesse Williams	7 James Leadow	11 Alfonse Melone &
4 T. W. Buffington	8 S. S. Welch	12 Marion Temple

who were duly impanneled and sworn and the plaintiff having introduced and offered all of his testimony and evidence and having rested his case, thereupon the defendant by its counsel demurred to the evidence adduced by the plaintiff for the reason that it was insufficient in law to entitle plaintiff to recover from the defendant and did not tend to support the averments and allegations of the plaintiffs petition and moved the court to direct the jury to return a verdict for the defendant, on consideration whereof the court said demurrer and motion & directed the jury to return a verdict for the defendant and thereupon the jury retired to consult - and afterward returned into open court - with the following verdict. To-wit;
" We, the jury, being duly impanneled and sworn find the issues in this case in favor of the defendant.
W. S. Burgoon, Foreman
Thereupon its ordered and adjudged by the court that the defendants recover of the plaintiff its costs herein expended taxed at $ -

6300 Martha J. Harriman vs Thomas Martin sheriff -

This day this cause came on to be heard, and by agreement of the parties was dismissed at the cost of defendants - Costs paid -

6568 W. J. Campbell vs F. G. Debolt et al

This cause coming on for hearing this 20th day of September 1893 at the instance of the defendant Bank of Richwood was submitted to the court on the pleadings and evidence, and the court find that the defendants Florence G. Debolt and Sarah A. Debolt have been duly served with summons, and in default for answer & demurrer that the allegations of the said defendant Bank of Richwood's answer and cross petition herein are thereby confessed by them to be true and the plaintiff being in default for any defense to said answer and cross petition the court further find that the allegations therein contained are confessed by him to be true. The court therefore find that the judgment lien set up in said answer and cross petition herein is the second best lien on the premises described in plaintiffs petition, and that there is due in said judgment at the first day of this term the sum of $362.12. which amount the Sheriff is ordered to pay out of the proceeds of sale of said premises next after taxes, costs and plaintiffs claim.

6568 W. J. Campbell vs Florence G. Debolt et al

This cause coming on for hearing this 20th day of September 1893. at the instance of the defendant James Butter was submitted to the court on the pleadings and the evidence, and the court find that the defendants Florence G. Debolt and Sarah A. Debolt 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 defendant James Butter's cross-petition herein are thereby confessed by them to be true; and the plaintiff being in default at said defendants answer and cross petition, the court further find that the allegations therein contained are confessed by him to be true. The court therefor find that the judgment lien set up in said answer and cross-petition herein is the third best lien on the premises described in plaintiffs petition and that there is due on said judgment at the first day of this term the sum of $144.38 which amount the sheriff is ordered to pay out of the proceeds of sale of said premises next after taxes costs plaintiffs and defendants Bank of Richwood claims

Michael P. Wood }
6565 vs }
Laura M. Wood }

This day this cause came onto be heard upon the petition of the plaintiff the defendant being in defaulet for answer and the court after hearing the proofs in the case submitted and the arguments of counsel, do find at the time of the filing the petition in this case, the plaintiff had been a resident of the State of Ohio for more than a year and was a bona fide resident of Union County. The court further finds that said defendant had been wilfully absent for more than three years last past and that due notice of the pendancy of this petition had been served upon her.

It is therefore ordered and adjudged by the court that the marriage relation heretofore existing between the plaintiff and defendant be wholly dissolved and held for naught. Each party released from the obligations thereof and that a complete divorce be granted said plaintiff Michael P. Wood.

Monday September 25th A.D. 1893.

Court convened at one o'clock P.M. this day pursuant to adjournment;

Present, Hon. John A. Price, Judge.

George Crandall
5638 vs
Jasper Woodworth et al

This day came the parties by their attorneys and submitted this cause to the court upon the report of the commissioners heretofore appointed to make partition of the lands in the petition described, and the court being fully advised in the premises, finds that subsequent to the order of partition and before the same was actually issued to the Sheriff all the parties in interest being of lawful age, entered into a writing which is attached to the report of said commissioners, whereby it was agreed that in lieu of assigning dower to said Hellah Woodworth the said the said commissioners should assign to her a lot of land to be of the value of $2600, and which she should hold in fee simple, and also in lieu of assigning to each of the children of Lucina Lee one thirty ninth part of said premises, they should assign to them one thirteenth part thereof in one body without division among them. And the court finds that said agreement was fairly entered into and that the partition made by said commissioners is in accord therewith and that it is for the best interest of all the parties that it should be confirmed.

And the court find that the partition of said premises as made by said commissioners is just and reasonable and in conformity to law and all parties consenting thereto; it is ordered by the court that the said agreement and report be and the same is hereby approved and confirmed and the said agreement ordered to be recorded as a part of said report.

It is ordered and decreed by the court that said Hellah Woodworth stand seized in fee simple of the lot of land set off to her and described in said report, and that she be divested of her dower in all the other lands described in said petition.

It is further ordered that the said Ara C. Lee, Emma Bales Clara Kennedy heirs of Lucina Lee stand seized in fee simple free from dower of the portion of said premises set off to them.

It is further ordered that the costs of this case including a partition fee of $400. to J. L. Cameron and B. C. Bales and a stenographer fee of $25.00 to Mabel Cameron be paid by the said parties as follows. The whole cost including postponement & adjournment and whether judgment has been entered or not shall be computed in one gross sum, and any available money in the hands of the Receiver herein shall be applied to its payment and if it be not sufficient then the balance shall be

paid as follows, the said Keilah Woodworth shall pay 1/4 part thereof and each of the Children of A. A. Woodworth 1/4 part thereof, and each of the Children of Loucina Lee 1/12 part thereof and in default for payment execution may issue as upon judgment at law.

6520 Augustus H. Dalie
vs
J. F. Ball

This day came the parties by their attorneys, also came the following named persons as jurors. viz.

1	W. P. Kisey	5	Jesse Williams	9	C. L. Welch
2	J. W. Sesbimore	6	Bert Thompson	10	Hugh McAdow
3	Samuel Warner	7	W. S. Burgoon	11	E. D. Judd
4	John Harris	8	James Lader	12	Alonze Melone

who were duly impanelled and sworn herein and the said jury having heard the evidence in part, the hour of adjournment having arrived the further hearing of this case was continued until 8-30 o'clock tomorrow morning

6570 Amanda Stout
vs
C. L. Stout

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 demurrer to said petition, and find that the allegations thereof are confessed by him 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 was at the time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth. The court further find, upon the evidence adduced that the defendant has been guilty of habitual drunkenness for three years last past and of gross neglect of duty as charged in said petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the court that the marriage contract heretofore existing between the said Amanda Stout and C. L. Stout be, and the same hereby dissolved and both parties are released from the obligations of the same.

Court then adjourned until 8-30 o'clock tomorrow morning

Tuesday September 26th A. D. 1893.

Court convened at 8-30 O'clock this morning pursuant to adjournment.

Present; Hon John A. Price, Judge.

6520 Augustus H. Dalie
vs
J. F. Rolle

This day again came the parties herein by their attorneys, also came the jury heretofore impanneled and sworn herein and the trial proceeded and the 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

6555 William D McIntire
vs
Hannah Clark et al

It appearing to the Court that Jessie McIntire Retta McIntire, Lulu McIntire, Charles McIntire, Lillie May Griffith Florence Griffith, Alice Stithem, Harvey McIntire Rosa McIntire Minors, defendants have been duly served with summons, and that are of the age of 14 years and have not applied for guardian ad litem although more than twenty days have elapsed since the return of said summons served upon them, on application of the plaintiff it is ordered that J E Griffith be appointed guardian ad litem for all of said minor defendants, and thereupon said J E Griffith accepts said appointment.

Wednesday September 27th A. D. 1893.

Court convened at 8-30 O'clock this morning pursuant to adjournment
Present; Hon John A. Price Judge

6520 Augustus H. Dalie
vs
J. F. Roll

This day again came the parties by their attorneys; also came the jury heretofore impanneled and sworn herein and the trial proceeded and the jury having heard the remaining testimony and the arguments of counsel in part; the hour of adjournment having arrived, this cause was continued until 8-30 O'clock tomorrow morning.

6555 William D McIntire
vs
Hannah Clark et al

This cause came on this day upon the pleadings and proofs, and the court having carefully examined the same, and being fully advised in the premises, find that the deed refered to in the petition (attached thereto marked "A") for the premises (50 acres) therein described was by mistake and inadvertance made to Martha McIntire and the plaintiff William D McIntire, instead of being made to William D McIntire in fee simple, and subject to the life estate of said Martha McIntire. And that the said Martha McIntire is now deceased, and that by mistake and inadvertance, the Mortgage and Notes for $900.00 executed by L D Wright, were made to the said Martha McIntire jointly with the same should have been made to William D McIntire. and that both the said deed, notes & Mortgage so executed by said L D Wright, securing said notes, should properly show and designate said plaintiff to hold the fee simple of said fifty (50) acres, and that he is the payee of said notes and the mortgagee of said Mortgage executed by L D Wright. It is therefore adjudged and decreed by the court that the deed referred to in the petition (of 50. acres) and recorded in Deed Book No 67. page 151. Union County, Ohio Records, be and the same hereby is corrected and reformed, so as to invest the plaintiff William D McIntire with a full and complete title in fee simple of the premises therein described, and said Mortgage and Notes is hereby corrected and reformed to invest the said William D McIntire fully and completely the Mortgagee of said Mortgage, and the payee of said Notes; and that this decree have the force and effect of a reformation and correction of said deed and Mortgage and Notes as fully and completely as though said deed and Mortgage and Notes had been made to the said plaintiff William D McIntire.

And the Clerk is directed to have so much of this decree as will show the change of title in said 50 acres of land, and the Mortgage and Notes aforesaid put on record in the office of the recorder of Union County Ohio.

It is further ordered that the costs of this proceeding be paid by plaintiff - and execution is awarded.

Thursday September 28th A.D. 1893

Court convened at 8-30 O'clock this morning pursuant to adjournment.

Present. Hon John A. Price. Judge

6571 Josie Kennedy vs Winfield S. Kennedy

This day this cause came on to be heard on the petition and the evidence, and the court finds that the defendant has been ~~quietly~~ legally summoned by publication and failed to appear. The court on said petition and the evidence adduced finds that said 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 guilty of gross neglect of duty and habitual ~~gross~~ drunkenness, 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 existing between the said Josie Kennedy and Winfield S. Kennedy 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, viz: Harold Kennedy and Willard Kennedy be until further order confided to the said plaintiff Josie Kennedy exclusively, and the said defendant Winfield S. Kennedy is hereby enjoined from interfering in any manner with either of said children or with the said plaintiff in her custody of them. It is further considered by the court that the said plaintiff recover from said defendant her costs herein expended, and execution is awarded

6576

6520 Augustus H. Dalie vs J. F. Roll et al

This day came the parties by their attorneys also came the jury heretofore impanelled & sworn herein, and the said jury having heard the remaining ~~arguments~~ arguments and charge of the court retired to their room for deliberation in 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 impanelled and sworn find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendants at the sum of $355.30—

W. S. Burgoon - Foreman.

903 The State of Ohio } vs } William Miller } Indictment for 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, also came the following persons as jurors viz 1 Martin Temple 2 Charles Martin 3 J. D. Wood 4 E. L. Price 5 Howard Vosberg 6 Charles Lortland 7 John Asman Sr 8 S. W. Dolbear 9 A. N. McClouds 10 Ray Morse Sr 11 J. A. Coder Jr 12 H. C. Wilgus who were duly impaneled & Sworn, and the trial proceeded and the said jury having heard the evidence arguments of Counsel and charge of the Court retired to their room for deliberation in charge of the Sheriff. And now come the jury into open court with their verdict in writing signed by their foreman & say "We, the jury, in this case, being duly impaneled and sworn to well and truly try and true deliverance make between the State of Ohio and the prisoner at the bar William Miller, do find that the prisoner at the bar guilty as charged in the indictment, and we assess the value of the property stolen at $ 30.25

Charles Martin, Foreman.

65-76 Catherine Newhouse } vs } Owen Newhouse }

This day this case came on to be heard upon the petition of the plaintiff the defendant being in default and the Court having heard all the proofs and evidence adduced by the parties respectively and the arguments of Counsel and being fully advised in the premises doth find that the said defendant Owen Newhouse is guilty of wilful absence for more than three years last past and gross neglect of duty and that all and singular the facts alleged in the petition are true. Thereupon by reason of said agressives on the part of said Owen Newhouse the said Catherine Newhouse is granted an absolute divorce from her said husband and the said marriage between them annulled. Ordered and adjudged further that the said Catherine Newhouse have and keep the custody of said minor child aged 3 years - And it is further adjudged that said plaintiff pay the costs of this action

6574 Sarah E. Poling
vs
Thomas J. Poling

Now comes the plaintiff and the defendant having been duly served with summons and copy of petition herein, and having failed to appear, the court find ~~herein~~ in defaulet 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 was at the time of filing her petition a bona-fide resident of this county of Union.

The court find from the evidence that the defendant has been guilty of Gross Neglect of duty and Wilfull absence for more than three years last past, - and that by reason thereof the plaintiff is entitled to divorce as prayed for.

It is therefore ordered and adjudged that the marriage contract heretofore existing between the said Sarah E. Poling and Thomas J. Poling be and the same is hereby dissolved and both parties are released from the obligations of the same. It is further ordered that the plaintiff pay the costs of this action

6560. Wesley Elliott
vs
Callie A. Elliott

This day came the plaintiff by his attorney and submitted this cause to the court upon the petition & evidence on consideration whereof, the court being fully advised in the premises finds, that due and legal notice of the filing and pendency of the petition in this cause has been given, to the defendant, for more than six weeks prior to the beginning of this term of court. — The court further finds that the plaintiff has correctly stated the facts in the petition in regard to his residence and marriage, — The Court further find that the defendant has been guilty of gross neglect of duty, as charged in the petition, and that by reason thereof the plaintiff is entitled to a divorce. It is therefore considered and decreed by the court, that the marriage relation heretofore existing between the parties be and the same is set aside and wholy annulled and both parties are released from the obligations of the same

It is ordered that the plaintiff pay the costs herein taxed at $,

903

6609

Friday September 29th A. D. 1893

Court convened at 8-30 o'clock this morning pursuant to adjournment
Present: Hon John A. Rice, Judge

903 The State of Ohio vs William Miller } Indictment for Grand Larceny.

The defendant herein having heretofore convicted of Petit Larceny, 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 William Miller be imprisoned in the Dayton City Work House for the term of thirty days, and pay a fine of twenty five dollars, and the costs of this action, and that he stand committed to said Work House until the amount of said fine and costs shall be paid.

It is further ordered & adjudged by the court that said J. M. Kennedy heretofore appointed to defend said defendant William Miller be allowed for his services in that behalf the sum of Twenty five dollars.

6609 Sarah H. Lawson vs J. A. Culbertson et al }

This day came the plaintiff by her attorney; also came F. A. Thompson 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 are justly indebted to the plaintiff in the sum of Four hundred and thirty three & 33/100 dollars; and also released and waived all Exceptions, Errors and right of appeal therein.

It is therefore considered by the court that the said plaintiff recover from said defendants the said sum of $ 433.30 together with her costs herein expended taxed at $ with Interest at 6%.

6295 John G. Wallace
vs
Morris M. Hill

This day came the parties and settled this case as follows- The defendant agreed to pay to the plaintiff the sum of sixty two & 50/100 dollars and pay the cost of this cause in full settlement of all claims made in the petition and that judgment for that sum and cost - should be entered and the plaintiff agreed to accept said sum and costs in full of all claims made in the petition.
It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of the defendant the said sum of $62.50 and his costs herein expended.

6349 6499 Charles McGuire
vs
P. C. C. & St L. Ry Co

This day came the parties by their attys also came the following named persons as jurors viz;
1 Marion Temple 5 Bert Thompson 9 Hugh McAdow
2 Sammie Warner 6 W. S. Burgoon 10 E. D. Yoder
3 John Harris 7 James Loadow 11 Alfonse Malone
4 Jesse Williams 8 G. S. Welch 12 W. P. Hisey
who were duly impanelled and sworn and the said jury having heard the evidence, arguments of counsel and charge of the court retired to their room for deliberation in charge of the Sheriff. 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 plaintiff and assess the amount due the plaintiff from the defendant at the sum of $ 66.56
W. S. Burgoon. Foreman

6314 Reuben C. Huffman
vs
Lester Clark

The jury in this action having on a former day of this term rendered a verdict for the plaintiff Reuben C Huffman and assessed his damages at $58.01 and no motion for a new trial having been made;
It is therefore considered by the court that the said plaintiff Reuben C Huffman recover from the defendant Lester Clark the said sum of $58.01 together with his costs herein taxed at $

Lorster Clark }
vs }
Jerusha Clark }

This day this cause came on to be heard on the motion of the defendant for Alimony Pendente and was submitted to the court on affidavits. On consideration whereof the court allow the defendant the sum of $150.00 to be paid as follows on ~~Oct 1st 1893 $75.00~~ on or before the 15th day of October $75.00 and on or before the 15th day of Nov 1893 $75.00 and in default thereof that execution issue therefor which said sums is to be taken into account hereafter in the allowance of Alimony in this case.

6349

James T Black Receiver of the Plain City Bank.
vs
James H Robinson administrator of Alva Smith

This day came this cause into be heard upon the demurrers of James B Smith, Lawrence Calhoun, and the administrator of Charles B Smith deceased, to the plaintiffs amended petition and said demurrers were argued by counsel and submitted to the court, on consideration thereof, the Court being fully advised in the premises, sustains each and all of said demurrers. To which ruling of the court in sustaining said demurrers the plaintiff excepted. And the plaintiff not desiring to further amend his petition, it is considered and adjudged by the court that the action be and the same is dismissed at the cost of the plaintiff. It is therefore adjudged by the Court that the defendants recover of the plaintiff their costs herein expended and taxed to $

Thereupon plaintiff gave notice of his intention to appeal this Cause to the Circuit Court of said County of Union, and the Court allows said appeal, and the plaintiff having heretofore given bond as receiver no further bond is required for appeal.

6452

6537

Friday Sept. 29th AD 1893.

Henry Eisenmenger
6452 vs
Benjamin Wood et al

On Motion of the administrator of W H Conkright cross petition herein, and upon 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 the same are hereby approved and confirmed, and it is further ordered that the said Sheriff Convey to the purchaser Henry Eisenmenger by deed in fee simple the lands and tenements sold

And the Court coming now to distribute the proceeds of said sale amounting to $725 00 it is ordered that the Sheriff out of the money in his hands pay – first: the costs of this action amounting to $92 38
Second; to the Treasurer of said County the taxes that may be due upon said premises, amounting to $27 20
Third; To Henry Conkright as administrator of W H Conkright the sum of $542 16.
Fourth; – The ballance of the purchase money to Henry Eisenmenger to apply on his claim –

Isaac F Gates
6557 vs
Rosa B Gates admx

This day this cause came on for trial and neither party desiring a Jury, and a Jury being waived by both parties, and the cause being submitted to the Court upon the pleadings and evidence, and the Court being fully advised in the premises, does find for the plaintiff and assess his claim at $75 79, and the Court further finds the same to be a prefered claim against the estate of said Seth Gates deceased.

It is therefore ordered and adjudged by the Court that said Isaac F Gates recover of Rosa B Gates administratrix of the estate of Seth Gates deceased the sum of $75 79 with interest from the 1st day of October 1893.

It is further found by the Court that said recovery being less than one hundred dollars, that each party pay his own costs.
Taxed to $ & $ each –

Friday Sept. 29th AD 1893

6577 Dora May vs Samuel May

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default, and the court having heard all the proofs, and evidence adduced by the parties, and being fully advised in the premises doth find that the said defendant Samuel May is guilty of wilful desertion and gross Neglect of duty, and that all and singular the facts of the petition are true.

Therefore by reason of said aggressions on the part of said defendant Samuel May, the said Dora May is hereby granted an absolute divorce from her said husband and the said Marriage between them is annulled.

6488. Edwin R Perkins, et al vs. Alfred Scott et al

This day this cause came on to be heard on the demurrer of the defendants Alfred Scott and Francis Arthur as administrators of the Estate of Absalom Leggett deceased to the first reply of plaintiffs to the second ground of Defense set forth in the answer and cross petition of the said defendants, filed herein on the 6th day of June 1893, and was argued by Counsel, and the Court being fully advised in the premises do sustain said demurrer. To which ruling and decision of the Court the plaintiffs then and there excepted.

6385 Mrs M J Haines et al vs Joshua Truett

On Motion of the plaintiffs, argued by Counsel, and submitted to the Court it is ordered that the entry heretofore made be so modified and corrected as to recover from the defendants the costs of this action

It is therefore considered ordered and adjudged that the plaintiffs recover from the defendants the costs of this action taxed to $ and in default thereof for days that execution issue therefor.

W S Hoopes, & D W Ayers — attys for plaintiff
J W Robinson — attys for Deft.

6531

6402 4

Friday September 29th 1893.

Frances Shuler et al.
vs
6531 Miller M Thompson et al

The Jury in this action having on a former day of this term, returned a verdict for the defendants. and no motion for a new trial having been made; It is therefore in accordance with said verdict, adjudged by the court that the paper writing produced in this case, and offered in evidence, purporting to be the last will and testament of Nelson P Thompson deceased, is his valid last will and testament; And it is further adjudged that the defendants recover from the plaintiffs their costs in this case expended and taxed at $, and that the plaintiffs pay their own costs taxed at $, for which execution is awarded.

A J Murphy
vs
6424 John Duffy et al

On motion of the plaintiff and upon producing the return of the Sheriff of his proceeding, and sale, under the former order of this court, being satisfied on examination that the same have been had in all respects according to law, the said proceeding and sale are hereby approved and confirmed.

And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser John Duffy.

It is further ordered that the Sheriff, out of the proceeds of sale pay first: to the Treasurer of Union County $37.91 being the taxes upon said premises

Second to the Clerk of this Court, the costs of this action, including a counsel fee of $70.00 to Robinson and Woodburn, in all amounting to $166.78

Third: To John R Taylor administrator the residue of the proceeds of said sale, The sum of Seventeen hundred and ninety four and 31/100 Dollars. As to all other matters cause continued.

Signed J L Cameron attorney for Defendant
" Robinson & Woodburn " " plaintiffs

Friday, Sept 29th AD 1893.

6457 E R Metzenseller vs Philip Luid

Now came the parties herein by 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 issues joind for the plaintiff, 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 in this action be, and the same is hereby made perpetual,

It is further considered that the said plaintiff recover from the said defendant his costs herein expended, taxed at $.

Daniel Anderson vs Elizabeth Anderson et al

It appearing to the court, that the defendants Burleigh Anderson, Emma Anderson, Myrta Anderson, Effie Anderson, Arlow Anderson, and Guy Anderson a minor under 14 years of age — and have been duly & legally served with summons herein, on motion of plaintiff J H Kinkade is hereby appointed guardian ad litem for this suit for said minor defendants,

And now comes the said J H Kinkade, and in open court accepts said appointment.

6564

September 28th 1893 –

Anna B Ulery
vs
6564 Frank Ulery

Now came the plaintiff, and the defendant having been legally summoned by publication, and having failed to appear, and the Court finding said publication, and proof in all respects regular and according to law; do approve the same, and the court do also find the defendant in default for answer or demurrer to said petition, and find the allegations thereof by him confessed 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 the County of Union; and that the parties hereto were married as in the said petition set forth

The Court further find from the evidence adduced, that the defendant has been guilty of gross neglect of duty toward the said plaintiff and that by reason thereof the plaintiff is entitled to divorce as prayed for.

It is therefore ordered and adjudged by the court that the Marriage contract heretofore existing between said Anna B Ulery, and the said Frank Ulery be, and the same is hereby dissolved, and both parties are released from the obligations of the same. It is further ordered that the petitioner be restored to her Maiden name of

And it is further ordered that the plaintiff pay the costs of this action taxed at $.

60761

November 4th AD 1893.

W S Rogers
6076 Error
Joshua Truett

The Jury in this action having on a former day of this term rendered a verdict for the plaintiff, and assessed the amount due from the defendant at $48.94 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 said sum of forty Eight dollars and ninety four cents together with his costs herein expended.

Times for Holding Common pleas Courts of 10th Judicial District

Be it Remembered, That at a meeting of the Judges of the Common Pleas Courts of the Tenth Judicial District of the State of Ohio, held in the Village of Cary in the County of Wyandot, and in the State of Ohio; on the third Tuesday of october AD 1893. to fix the times for commencing the terms of Court in said district for the year 1894. 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 1894, be held at and from the dates following, Commencing at at the hour of Eight o clock in the morning of said several days, to wit;

In Crawford County,	Jany	8th	April	3d	Sept	10.
" Hancock "	Jany	2d "	April	3. &	Oct	1st
" Hardin "	Jany	8th	April	3 &	Sept	10th
" Logan "	Feby	19th	May	14th &	Oct	15th
" Marion "	Feby	19	May	28.	Oct	22d
" Seneca "	Feby	5th	May	14th	Oct	15th
" Union "	Jany	15th	April	9th	Sept	10th
" Wood "	Feby	12th	May	21	Sept	3.
" Wyandot "	Feby	19th	May	28th	Oct	22d

In testimony whereof we have hereto set our hands at the date herein before set forth

John A Price
Caleb H Norris,
Allen Smalley
Artemus B Johnson
J W Schaufelberger.

Clerk will publish in accordance with Section 458 Rev Statutes,
John A Price Judge

Order of Injunction.

6620. Lovina Bowdre, vs Benjamin F Bowdre } Before the Probate Judge, Saturday Nov 11th 1893, Motion for temporary Injunction in the Court of Common Pleas, Union County Ohio.

And now on this 11th day of November AD 1893, 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 this County; the Motion of the plaintiff for a temporary injunction came on and was heard upon the Petition of the plaintiff Lovina Bowdre, 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 selling, disposing of or incumbering any of the property, whether real or personal, until this case is heard upon its Merits, 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, - without Bond.

Leonidas Piper probate Judge,

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Mandate from the Circuit Court.

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

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, began and held before

Hon. John J. Moore
Hon. Henry N. Seney } Presiding Judges
Hon. James H. Day

at Marysville, on the Tenth day of October A. D. 1893, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz:

Leonidas Marion Kenton,
B. Kenton and Dibba J. Conklin
vs. No. 110.
Florence M. Ellis et al.

This day came the parties and filed their written contract which is ordered to be made a part of the record.

Whereupon the Court order that so much of this cause as seeks to set aside the Deed made by Arthur T. Kenton to Florence S. Ellis described in plaintiffs petition be and the same is hereby dismissed as provided in said agreement filed. And thereupon as to the balance of the land in the petition described the Court find that the said plaintiffs are each tenants in common with each other and with Florence S. Ellis and the heirs of Etta Warrington, deceased who left her husband Benjamin B. Warrington still living and that they are entitled to partition of said balance of said land in the proportions hereinafter mentioned, to wit: Leonidas Marion Kenton, one-fifth part; B. Kenton, one-fifth part; Dibba J. Conklin, one-fifth part; Florence S. Ellis, one-fifth part; Alice Warrington, one-fifteenth part; William Warrington, one-fifteenth part; and Florence E. Warrington one-fifteenth part thereof.

Therefore it is ordered by the Court that said Florence S. Ellis pay the costs of Court to this time and made on said issue hereby settled excepting all costs made on the partition alone and except costs already paid on deposition and that the Sheriff of this County by the oaths of John M. Robinson, Marion Hopkins, and George M. Peck, three disinterested freeholders not of kin to either party of the vicinity of said lands make partition of said balance of said land and set off to said Leonidas Marion Kenton, and B. Kenton and Dibba J. Conklin and Florence S. Ellis each the one-fifth of the same and to said Benjamin B. Warrington his dower of one-third of one-fifth of said balance and subject to said dower that he assign to Alice Warrington, William Warrington and Florence Etta Warrington each the one-fifteenth part thereof, and that he make his report to the Court of Common Pleas of this County his proceedings to which Court this cause is remanded

for further proceedings on this order.

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

Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry &c:

I, R. McLeroy, 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
(Seal) 16th day of October A. D. 1893.

R. McLeroy, Clerk, Circuit Court.

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

To the Honorable Court of Common Pleas,
Within & for the County of Union, Greeting:

We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Leonidas Marion Kenton, B. Kenton and Dibba J. Conklin against Florence S. Ellis et al into execution.

Witness, R. McLeroy, Clerk of our said Circuit Court,
(Seal) at Marysville, Ohio, this 16th day of October A. D. 1893.

R. McLeroy, Clerk.

Mandate from the Circuit Court.

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

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

at Marysville, on the Tenth day of October A. D. 1893, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz:

Ray G. Morse, Administrator of
the Estate of Nancy H. Bland Dec'd,
vs. No. 118.
Mathias Loschky, & Connecticut
Mutual Life Insurance Company

This cause coming on for hearing was submitted to the Court on the petition of the plaintiff, the answer of Mathias Loschky, the answer of the Connecticut Mutual Life Insurance Company, the reply of the plaintiff Ray G. Morse, Administrator and the evidence, and on consideration whereof the Court find on the issue joined for the plaintiff on the indebtedness set forth in the petition with interest to the 10th day of October 1893 (being the first day of this term of said Court) the sum of $4471.50. The Court further find that in order to secure the payment of the indebtedness described in the petition to wit: the sum of $1000.00 due December 1st, 1875 with interest at 6 per cent: and one note of $550.00 due December 1st, 1876 at 6 per cent. interest, and one note for $550. due December 1st, 1877, at 6 per cent. interest, and that the said sums were for purchase money for the lands sold to John R. McDowell by Nancy H. Bland and described in the plaintiff's petition: and that the mortgage described in the plaintiffs petition was executed and delivered by John R. McDowell to Nancy H. Bland and on the premises in the petition described.

That said mortgage was duly recorded in Book (11) Eleven Page 617, 618 of the Records of Mortgages of Union County Ohio, and is a good and valid first lien on the premises in the petition described in the petition of the plaintiff and that the conditions in said mortgage have been broken;

And the Court further find that the said mortgage was uncancelled at the time of the commencement of this action; and it is ordered and decreed that the cancellation appearing on the record of said mortgage be and the same are set aside and held for naught.

And the Court find that the Connecticut Mutual Life Insurance Company hold and have a mortgage of 46 acres additional to the lands described in the plaintiffs petition to secure their indebtedness of $1500.00 with interest against the defendant Mathias Loschky. And it is ordered

that the said The Connecticut Mutual Life Insurance Company exhaust said additional lands to satisfy their said indebtedness, and that thereafter said Company hold and have subordinate to the mortgage described in the plaintiffs' petition as a second mortgage on the premises so described in the plaintiffs' petition.

It is therefore adjudged and decreed that unless the defendant Mathias Loschky 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 action and to the plaintiff or his Attorney herein the sum so found due as aforesaid with interest from the 10th day of October 1893 the defendants equity of redemption be foreclosed and that 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 the Common Pleas Court of Union County, Ohio, to which Court this cause is remanded for the execution of this order and decree.

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

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

I, R. McCrory, 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 16th day of October A. D. 1893.

(Seal)

R. McCrory, Clerk, Circuit Court.

State of Ohio, Circuit Court of Ohio.
County of Union Within &c for Union County.

To the Honorable Court of Common Pleas,
Within &c 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 Ray G. Morse Administrator of the Estate of Nancy Bland, deceased, against Mathias Loschky and Connecticut Mutual Life Insurance Company into execution.

Witness, R. McCrory, Clerk of our said Circuit Court, at Marysville, Ohio, this 16th day of October A. D. 1893.

(Seal)

R. McCrory, Clerk.

Copy- for value received I hereby assign, transfer and Make over to D. W. Ayers, a one third interest in the decree and order of Sale herein, and the proceeds thereof this 25th day of October 1893. as per contract as to attorneys fees.

Signed Ray G. Morse administrator of Nancy H. Bland deceased,

Mandate from the Circuit Court.

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

6611

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, began and held before

Hon John J Moore
Hon Henry W Seney } Presiding Judges.
Hon James N Day

at Marysville on the 11th day of October AD 1893. among other proceedings then and there had by and before said Court, as appears by its Journal, were the following, viz –

No 117 { Elijah Mitchell
vs
Robert E Robinson

Wednesday Oct 11th 1893

This day this cause came on to be heard, upon the petition in error of the plaintiff, and the answer of the defendant and other exhibits, and the court being fully advised in the premises, and after due consideration thereof do, reverse the decission of the Court of Common Pleas herein, and remand the same to said Court for further proceeding

Ordered, that a Mandate be sent to the Court of Common Pleas of said County to carry this Judgment into Execution.

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

I Robt 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

Witness my hand and Seal of said Court
this 21st day of October AD 1893
(Seal) RMcCrory, Clerk of 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 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 – – Elijah Mitchell,
vs
Robert E Robinson
into Execution

Witness RMcCrory, Clerk of the said Circuit Court at Marysville, Ohio, this 21st day of October AD 1893
(Seal) RMcCrory
Clerk

6611 Robert B Kilberg
vs
Gene Watson.
Brown Watson and
Howard McKellen assignee
of Robt. B Kellberg.

And now comes this cause on to be heard upon the Motion of the plaintiff for the appointment of a receiver herein. And thereupon the Court find that the appointment of a receiver is necessary to protect the property of the parties pending this suit.

It is therefore ordered that Cyrus Zimmerman be, and is hereby appointed receiver of all the debts, property, equitable interests, and things in action belonging to said firm, and to take charge of the real and personal property pertaining to said Tile & Saw Mills at Unionville Center of said County, and that upon being qualified, proceed to collect the debts due said firm, and after finishing any and all unfinished Tile, and other productions of said Mills necessary to place the same in a Marketable condition, and he is authorized to run and use said Saw-Mill as such Receiver to sell the same and apply the proceeds thereof to the payment of the indebtedness of said firm, and sell the real estate described in the plaintiffs petition. And said receiver is ordered to keep an account of his Management thereof, and he is authorized to employ such help as May be necessary in said work until the further order of this Court, and it is ordered that before entering upon his duties, such Receiver execute an undertaking conditioned according to law in the sum of $2,000.00

D W Myers attorney for pltf.
J L Cameron " " Deft.

Nov 20th 1893. The foregoing entry approved and ordered to be placed on the Journal

John A Price
Judge of Court of Common Pleas

Tuesday, December 5th AD 1893.

Court convened at 9 o'clock in the forenoon, this 5th day of December, 1893, pursuant to its adjournment, on the 29th day of September AD 1893.

Hon John A Price,
Judge.

William D Snodgrass Sheriff,

Attest R M Brown
Clerk,

The Union Central
Life Insurance Company
vs
Charles Bradley, et al } 6573

On motion of the plaintiff and on its 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 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 said purchaser, "The Union Central Life Insurance Company plaintiffs herein, by deed according to law, the property so sold. It is further ordered that the clerk of said court cause satisfaction of the mortgage herein sued on, to be entered upon the records thereof.

And the court coming now to distribute the proceeds of said sale, it is ordered that the Sheriff out of the money in his hands pay, 1st; to the treasurer of said 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 the amount heretofore found due it, with the interest to wit, the sum of $

4th; To the defendant Charles Bradley the ballance of the the money if any there be remaining in his hands.

Fredrick Kert
vs
John Thompson

Now comes the plaintiff and asks leave of the Court to file his reply, to the defendants answer herein within ten days, and such leave is granted by the Court this 5th day of Dec 1893,

Ray S Morse admr
vs
Mathias Loschky 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 the 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, Anna Lulu Lowe, 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 in the office of the Recorder of Union County.

And the Court coming now to distribute the proceeds of said sale amounting to $3450. It is ordered that the Sheriff out of the money in his hands pay, 1st; the Taxes, 2d; the costs, — 3d; to the plaintiff Ray S Morse, administrator of Nancy H Bland, deceased, the remainder of said sum resulting from said sale,

H V Spicer
vs
John T Handley

Now comes the plaintiff by his attorney and the defendant being in default for answer and demurrer the Court find the defendant John T Handley indebted to the plaintiff H V Spicer in the sum of $105.50 It is therefore considered by the court that the said plaintiff recover of the said defendant the said sum of $105.50 One hundred and five and 50/100 dollars, with interest from Dec 10th 1893. and his costs herein expended and taxed to $

Tuesday, December 5th AD 1893.

C B Gartner
vs
The German Lutheran
St John Church and Congregation,

6537-

This day defendant asked and obtained leave to file answer forthwith, and the same filed,

W J Campbell,
6568. vs
Florence G Debolt et al,

On motion of the plaintiff, and on his furnishing the returns 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, and 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 said sale and proceeding be, and they are hereby approved and confirmed - And it is further ordered that the Sheriff convey to the purchaser, "James Ritter" by deed according to law, the property so sold, and a writ of possession is awarded to put the purchaser in possession of said premises, it is further ordered that the clerk cause satisfaction of the Mortgages herein sued to be entered on the record thereof, in the office of the Recorder of Lenawee County Ohio,

And the Court coming now to distribute the proceeds of said sale amounting to $2137.00 It is ordered that the Sheriff out of the money in his hands pay -

First; To the Treasurer of this County the taxes and penalties on the duplicate viz October 1st 1893. to wit the sum of $94.66

Second; the costs of this action, taxed at $

Third; To the plaintiff W J Campbell, the amount heretofore found due him with 8% interest to wit; the sum of $1849.59

Fourth; To the defendant the "Bank of Richmond", the remainder of said money to wit; the sum of - $ to apply as a credit upon its judgment set up in the action.

Tuesday Dec 5th AD 1893.

Michigan Mutual Life Insurance Company.
vs
6537— Thomas Russell et. al.

This Cause coming on for hearing on the petition of the plaintiff, and all the other pleadings heretofore filed in this action, and the evidence; the court finds that the said defendants Thomas Russel and Oliva J Russell his wife were each duly and legally served with Summons in this action; that each and all the other defendants named in the petition herein have been duly and legally served with summons, or voluntarily entered their appearance herein, and that each and all the defendants have had due notice of the pendancy and prayer of said petition.

The court further finds that the said defendants, Thomas Russell and Oliva J Russell, and each of them are in default for answer or other pleading to the petition of plaintiff, and the allegation in said petition are by them and each of them confessed to be true.

And the Court finds the notes and Mortgages in the petition described are contracts subject to the laws of the state of Michigan, and that the laws of the State of Michigan in force at the time of the execution of the notes and Mortgage set forth in the petition authorized the collection of any rate of interest not exceeding ten per cent. per annum, when so expressed in any written contract.

The Court further finds that there is due to the plaintiff, the Michigan Mutual Life Insurance Company, from the defendant Thomas Russell, on said Mortgage and notes secured thereby, including interest at the rate of ten per cent per annum payable semi-annually, from the 27th day of June, 1892, to this date to wit, December 5th 1893. the sum of Fourteen hundred and twenty four, and 90/100 Dollars, ($1424.90) and that said amount is entitled to bear interest from this date at the rate of ten per cent. per annum, payable semi-annually, until paid.

The Court further find that in order to secure the payment of said notes with the interest thereon, said Thomas Russell and his said wife Oliva J Russell, executed and delivered to the said plaintiff at the time and in the manner, and for the purposes, alleged in the petition, their certain mortgage deed, as in the petition described, and on the real estate in the petition described; That said Mortgage deed was on the 7th day of January AD 1889. duly filed for record in the Recorders office of Said Union County Ohio, and was afterwards duly recorded in Mortgage Record 27. pages 352. et seq— and that the same is a good and valid, and excepting the taxes, the first best lien on the real estate described in the petition, and that the conditions in said Mortgage has become absolute and ought to be foreclosed—

It is therefore adjudged and decreed, unless the said Thomas Russell, and Oliva J Russell, or either of them, 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 Fourteen hundred and Twenty four, and 90/100 dollars, ($1424.90) found due as aforesaid, with interest thereon from said 5th day of December AD 1893, at the rate of ten per cent per annum, payable

semi-annually, the equity of redemption of each and all of the said defendants in the real estate in the petition described be foreclosed and that an order of sale issue therefor to the Sheriff of said County of Union, Ohio, commanding him to appraise, advertise and sell said real estate in the petition described, as upon execution, and the proceeds of such be brought into this court to await further order,

It is further ordered by the court that a determination of the claims set up in the various answers and cross-petition filed herein, be reserved until the distribution of the proceeds of the sale of said real estate heretofore ordered, as shown by this decree,

6603

Moses Thompson.
vs
B V. Buffington

This day came the parties by their attorneys

Also came the following named persons as jurors, to wit:

1 Marion Temple,	5 Burt Thompson	9 Ed Judd.
2 W P Hisey	6 W S Burgoon	10 Alphonso Malone
3 John Harris.	7 James LaDow,	11 J W Skidmore
4 Jesse Williams	8 G S Welch	12 Charles Martin.

Who were duly 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 tomorrow morning, at 8½ o'clock

And thereupon Court adjourned until tomorrow Morning at 8½ o'clock

Wednesday. Dec 6th 1893.

Court convened at 8½ o'clock this Morning pursuant to adjournment

Mary Powers
vs
W T Wood

This case is this day settled by agreement of the parties, at the cost of plaintiff, and it is hereby ordered and adjudged that the defendant recover from the plaintiff herein his costs taxed at $.

6603 Malinda McCloud et al
vs
Mellon H Montgomery et al

This day this cause came on for hearing on the petition and evidence, and the same was submitted to the Court; On consideration the court finds that the said plaintiffs were at the time of bringing this suit in possession of the premises described therein, and due and legal notice has been given to said defendants and that they are in default for answer and demurrer, and that the facts stated in the petition are confessed by them to be true.- The court further finds on the evidence that the Money due the heirs of James Riddle deceased were paid to James W Robinson an Attorney at law, of the bar of this Court, who was the regularly employed attorney for said heirs, That said James W Robinson remitted all the Money collected by him to said heirs, and has the receipts from said heirs, for said Money. And that said plaintiffs are entitled to have their title and possession quieted as against each and every one of said defendants, as prayed for in their petition.

It is, therefore ordered, adjudged and decreed, that the title and possession of the said plaintiffs to all and singular the premises in the petition described be, and the same hereby are 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 quieted from setting up any claim to said premises or any part thereof, adverse to the title and possession of said plaintiffs, their heirs or assigns thereto, or any lien on said premises, and especially of the mortgage set forth in said petition

And plaintiff to pay the costs herein, taxed at $ and execution is awarded therefor.

B Moses Thompson
vs
B V Buffington

This day again came the parties by their attorneys and also came the Jury heretofore impanneled and sworn, and the trial proceeded,- and the Jury having heard the testimony adduced in part the cause was continued until tomorrow Morning at 8½ o'clock

Thereupon Court adjourned until 8½ o'clock tomorrow Morning

Thursday December 7th 1893

Court convened at 8½ o'clock pursuant to adjournment.

6279. Moses Thompson vs B V Beffington } This case was for hearing before the Court and Jury and many witnesses were examined and the case progressed

Court adjourned till 8½ o'clock tomorrow morning

Friday Dec 8th 1893.

Court convened pursuant to adjournment, at 8½ o clock, this Morning

Moses Thompson
6279 vs
B V Buffington

This day again came the parties by their attorneys and also came the jury heretofore impanneled and sworn, and the trial proceeded, and the jury having heard the testimony in part, said cause was continued till tomorrow morning at 8½ o clock –

Laurence Martin
6604 vs
Thomas Martin

Now comes the said plaintiff and the conditional order of revivor herein having been duly served upon said defendant and the said Judgment still remaining unsatisfied and no sufficient cause being shown why it should not be revived, the Court upon the evidence find that the plaintiff herein was security on the note upon which the the Judgment herein sought to be revived was rendered, and received no part of the consideration of the same, and that for the consideration of $953.00 the farmers Bank duly assigned to the plaintiff the Judgment described in the motion for conditional order of revivor, and that the plaintiff is subrogated to the rights of the said Farmers Bank in said Judgment. Thereupon the defendant made motion for a new trial was submitted to the court, on consideration whereof the court overrule the same; to all of which rulings and decisions of the Court the defendant then excepted.

It is therefore ordered that the said Judgment rendered in this action at the May Term, AD, 1888, for the sum of $953.00 and with interest from the 1st day of May 1888, and $– costs of suit stand revived, and execution is allowed to issue accordingly and also for costs in this behalf expended. – To all of which rulings and decissions the defendant then excepted.

Court adjourned until 8½ o clock tomorrow Morning

Saturday Morning Dec 9th 1893,

Court convened at 8½ o'clock this Morning pursuant to adjournment,

6279. Moses Thompson vs B W Buffington

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 testimony adduced in part, said cause was continued until Monday Morning at 9 o'clock

Court adjourned at 12 o'clock M. this day until 9 o'clock Monday morning

Monday, December, 11th AD 1893.

Court convened pursuant to adjournment, at 9. o'clock this Morning —
The usual officers present, as upon Saturday.
attest. — R M Ovry clerk

Walter C Fullington
6279 vs
Ann. M Pelehr et al.

This day on Motion of the plaintiff the appraisment and sale made in this case, are set aside, on the ground that the Sheriff failed to return the appraisment, or a copy thereof to the office of the clerk of this court of common pleas from whose office the order of appraisment and sale issued and because said Sheriff proceeded to advertise and sell the said real estate before said appraisment, or a copy thereof was deposited with the clerk of said court as required by law.

Appointment of Committee, to Examine, Commissioners, Annual Report.

The following committe is hereby appointed to examine the County commissioners annual Report, to wit;
Edward W Porter Prosecuting attorney,
Samuel W Dolbear, and
Edward Finefrock
John A Price
Judge —

Simon Moore
6615 vs
Kahler Bros

This cause came on for hearing upon the petition in Error, and the transcript of the proceedings and judgment of B W Evans, a justice of the peace for this said County on consideration whereof the court find that there is error in said proceedings and judgment, in this that said Justice, entered a final order, overruling said Simon Moore's Motion to dissolve the attachment thereon, on the ground that said property so attached was the personal earnings of the defendant below (Simon Moore) for services rendered by such defendant within three Months before the commencement of the action, and did not exceed one hundred and fifty dollars, when said Justice should have sustained said Motion, and discharged said property from attachment
And said final order is therefore reversed at the cost of the defendants in error in said attachment proceedings.
And it is ordered that the attachment in said action, be, and the same hereby is discharged, and the garnishee is released,

from all liability in said action
It is further ordered that the clerk of this court
Certify this decision in the premises to the said Justice, and
that the said order may be carried into execution

6590.

Moses Thompson
6279. vs
A. V. Buffington

This day again came the parties by their attorneys and also came the jury heretofore impanneled and sworn and the trial proceeded, and the said jury having heard the testimony adduced in part, this cause was continued until tomorrow morning at 8½ o'clock

Nellie Weller
6548 vs
Belinda Moore, et. al

This day this cause came on to be heard upon the petition of Plaintiff for cancelation of the said Mortgage therein described executed by James W Moore, to Edward Weller, of March 8th 1883, and the Court being fully advised in the premises does hereby order and decree the cancellation of said Mortgage as prayed for in said petition, and the clerk of court is hereby ordered to cancel the same,
All questions of destribution of the proceeds of said Sale of said premises is hereby passed for further consideration, and a deposit of Six hundred Dollars is deposited with the clerk of this court for to secure said judgments and costs, herein.

6279

Margaret Nicley
6585 vs.
Viola B. Jaggers et al

This day came the plaintiff by her attorney F. J. Arthur & the defendant May E. Mangans by J. L. Cameron her attorney and this cause was submitted to the Court upon the motion of said Mary E. Mangans to strike out from the petition certain matters in said motion stated. On consideration whereof the Court being fully advised in the premises sustains said motion and orders said matters stricken out from said petition. To which ruling of the Court the plaintiff excepted.

Court adjourned until 8½ o'clock tomorrow morning

Tuesday Dec 12th 1893.

Court convened at 8½ o'clock this Morning pursuant to adjournment.

6590. Lester Clark vs Jerusha Clark

This day this cause came on for further hearing on defendants Motion for a further allowance of Alimony Pendente Lite, upon consideration whereof, it is ordered by the Court that in addition to the sums heretofore allowed said defendant as alimony pendente lite, she be allowed, and the plaintiff is ordered to pay to her as alimony pendente lite the further sums as follows; $50.00 by the 20th day of December 1893, and $50.00 by the 20th day of January 1894, and in default of payment execution is awarded therefor as upon Judgments at law.

John A. Price Judge—

6279 Moses Thompson vs B. V. Buffington

This day again came the parties by their attorneys, and also came the Jury heretofore impanneled and sworn, and the trial proceeded, and the said Jury having heard the testimony adduced in part— This cause was continued until tomorrow Morning at 8½ o'clock.

Tuesday, December 12th AD 1893.

Court Adjourned until 8½ o'clock tomorrow morning -

Wednesday December 13th AD 1893

Court convened pursuant to adjournment at 8½ o'clock this morning, Dec 13th 1893.

6467 John B. Clark vs Eram J. Neeley

This cause coming on for hearing on the motion of the plantiff to set aside the verdict, and for a New Trial herein, The Court on consideration thereof overrules the same,

It is therefore in accordance with said verdict adjudged by the court that the paper writing produced in this case, and offered in evidence, purporting to be the last will and testament of the said Mary Clark, deceased is her valid last will and testament.

It is further adjudged by the court that the defendant Eram J. Neeley, recover of the plaintiff John B Clark his costs herein expended, and taxed to $— . and that the plantiff pay his own costs, and execution is awarded therefor.

6537. The Michigan Mutual Life Insurance Company vs Thomas Russell et. al

This cause coming on for hearing on the pleadings and evidence at the instance of the defendant the Newark Machine Company; the Court finds that all the defendants herein have been duly served with Summons, or have voluntarily entered their appearance, The Court further finds that the facts stated and the allegations made in the answer and cross-petition of the said the Newark Machine company are not controverted and to be true; that the Mortgage set up in said pleading was duly executed and recorded and became and is a present and subsisting lien upon the six acre tract of land secondly described in the plantiff's petition ext in priority to said plantiff's lien thereon.

The court further find that there should be credited in said ~~defendants~~ claims the sum of $117.22 of date of July 16th 1893. and that there is still due from the defendant Thomas Russell, to the Newark Machine Company on the promisory notes secured by the aforesaid Mortgage this 13th day of December 1893, the sum of $389.24 It is ordered that the aforesaid six acre tract be appraised and sold separately from the other tract in plantiff's petition described; and after paying the taxes thereon, and the proportion of costs and plantiff's Claim, that the proceeds of said six acre tract may bear to the proceeds of said six acre tract may bear to the entire proceeds of all lands herein ordered sold, The remainder of the proceeds of said six acre tract be applied as a credit upon the claim of said Newark Machine Company and paid over to it.

Wednesday, December 13th 1870.

6307 L M Kenton et al vs Florence Ellis et al

This day came the parties, and their attorneys and 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.

And it being shown to the court by the parties that in making said partition the said commissioners took into consideration the taxes assessed and unpaid upon the several tracts of land, and in their report provided that the taxes on each tract of land set off - should be paid by the party receiving the same, the larger taxes having been compensated with more land so that the Court find in confirming said report that it is just and equitable for each party to pay the taxes on the land by him received.

It is therefore ordered by the Court, as part of its confirmation of said report, that the parties receiving the various portions of said land shall pay the taxes on the part by them so received.

And it is further ordered and decreed that subject to the taxes aforesaid, the parties hold in severalty the parts and premises so set off and assigned to each respectively.

And it is further ordered that the costs of this action (including a counsel fee of $234.80 to Robinson and Woodburn & J L Cameron attorneys, for services herein) - taxed at $. - be paid by the said parties in proportion to their respective interests in said estate and in default of payment that execution issue therefor as upon judgments at law. - And it is also hereby further ordered that the clerk of this court shall certify so much of this decree in the proper records of the respective counties in which these lands are situate as is necessary to show change of title by partition.

6076 W. S. Rogers vs Joshua Truitt

The Jury in this action having on a former day of this term rendered a verdict for the plaintiff, and assessed the amount due from the defendant at $48.94 and motion for a new trial having been made the same was argued by counsel and submitted to the Court.

It is therefore considered by the Court that the said motion be overruled and the said plaintiff recover from the said defendant the said sum of forty-eight dollars & ninety-four cents together with his costs herein expended.

Wednesday, December 13th 1870.

6307 L M Keyton et. al. vs Florence Ellis et al

This day came the parties, and their attorneys and 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.

And it being shown to the court by the parties that in making said partition the said commissioners took into consideration the taxes assessed and unpaid upon the several tracts of land, and in their report provided that the taxes on each tract of land set off - should be paid by the party receiving the same. the larger taxes having been compensated with more land so that the court find in confirm[illegible] 6520 equitable for each party to pay [illegible]

It is therefore ordered by the c[illegible] of said report, that the parties rece[illegible] said land shall pay the taxes [illegible]

And it is further ordered an[illegible] aforesaid, the parties hold in se[illegible] so set off and assigned to each [illegible]

And it is further ordered that [illegible] a counsel fee of $234.80 to Robe[illegible] 6537 attorneys, for services herein - parties in proportion to their re[illegible] and in default of payment the[illegible] upon judgments at law, - a[illegible] that the clerk of this court, shall ce[illegible] proper records of the respective coun[illegible] as is necessary to show change of title by partition

6076 N. S. Rogers vs Joshua Truitt

The Jury in this action having on a former day of this term rendered a verdict for the plaintiff, and assessed the amount due from the defendant at $48.94 and motion for a new trial having been made the same was argued by counsel and submitted to the Court.

It is therefore considered by the Court that the said motion be overruled and the said plaintiff recover from the said defendant the said sum of forty-eight dollars & ninety-four cents together with his costs herein expended.

Wednesday December 13th 1893.

Moses Thompson
vs
B V Buffington

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 argument, 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 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,

Augustus H Daile,
vs
65570

NOTICE.

When you need a duplicate of this Book, send in the number given on the ticket pasted on the inside of the front cover [No. 106630] and we will make and ship in about two weeks.

SHORT & FORMAN,

CLEVELAND, O.

is Cause now coming on for hearing, a new trial, and for leave to file e, The court on consideration thereof, file affidavits until December 29th intiff to file counter affidavits until

This cause coming on for further George B Hamilton, and the evidence dants herein have either been served with summons, or have voluntarily entered their appearance, to and in said action, and that there is general default for reply, answer and demurrer to said cross petition, and that the allegations thereof are by such default confessed to be true by all parties.

And the court further find that there is due to the defendant George B Hamilton from the defendant E J Taylor, on the notes set forth in said cross petition, including interest to the first day of this term, the the sum of $387.34 And that to secure the payment of the said notes, the defendant, E J Taylor, executed and delivered to the defendant, Thomas Russell, his certain Mortgage as in said cross petition described, and on the premises therein described, being the same tract of forty six acres described in plaintiffs petition, That said notes represented a ballence of purchase money, and that said Mortgage was duly recorded in Book 78, Page 440, of the record of Mortgages of said County, and is a good and valid lien, after the lien of plaintiff, on the said premises, for the amount so found due, the said George B Hamilton; and that the conditions of said Mortgage have been

Wednesday December 13th 1893.

Moses Thompson
vs
B V Buffington

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 argument, 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 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,

Augustus H Dailie,
vs
6520 F J Roll & Mary E Roll

This cause now coming on for hearing, on Motion of the defendant for a new trial, and for leave to file affidavits in support of the same, The court on consideration thereof, grants leave to the defendants, to file affidavits until December 29th 1893, and grants leave to the plaintiff to file counter affidavits until January 15th 1894

The Michigan Mutual
Life Insurance Company
vs.
6537 Thomas Russell et al

This cause coming on for further hearing on the cross petition of George B Hamilton, and the evidence the court find that all the defendants herein have either been served with summons, or have voluntarily entered their appearance, to and in said action, and that there is general default for reply, answer and demurrer to said cross petition, and that the allegations thereof are by such default confessed to be true by all parties.

And the court further find that there is due to the defendant George B Hamilton from the defendant E J Taylor, on the notes set forth in said cross petition, including interest to the first day of this term, the the sum of $387.34 And that to secure the payment of the said notes, the defendant, E J Taylor, executed and delivered to the defendant, Thomas Russell, his certain Mortgage as in said cross petition described, and on the premises therein described, being the same tract of forty six acres described in plaintiffs petition, That said notes represented a ballence of purchase money, and that said Mortgage was duly recorded in Book 78, Page 440, of the record of Mortgages of said County, and is a good and valid lien, after the lien of plaintiff, on the said premises, for the amount so found due, the said George B Hamilton; and that the conditions of said Mortgage have been

broken. It is therefore adjudged and decreed that, unless the said defendant E J Taylor 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 defendant George B Hamilton the sum so found due him as aforesaid, with interest from the 11th day of September 1893, the equity of redemption be foreclosed, and said premises be sold, and that an order of sale, issue therefor to the Sheriff of said County directing him to appraise advertise and sell said premises, as upon execution at law, and report his proceedings to this court for further order

65-48

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Tuesday January 2nd, A. D. 1894.

Nellie Neller

65-48 vs.

Belinda Moore et al

This day all questions growing out of the above named suit are settled by all the parties hereto, and the said Belinda Moore, Harriett Heighland, Malissa Hawley and Mary Guy each for themselves and their heirs and assigns hereby receive and accept in full settlement of all questions growing out of said suit and the mortgage described in the petition of said Nellie Neller one hundred dollars each and affirm and approve the cancellation of the same by the Court hereinbefore entered, said Nellie Neller to be subjected to all costs and expense attending the same, and this cause is hereby settled and dismissed by mutual agreement of all parties hereto.

Witness our hands, during vacation of said Court at Marysville, Ohio, this Second day of January 1894

Harriet Hyland, Nellie Neller. Per Kennedy. Atty.
Melissa Hawley, Belinda Moore,
George D. Hawley, David Moore,
William Guy. Mary Guy.

Monday, January 15th AD 1894.

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 January, in the Year of our Lord, one thousand Eight hundred and Ninety four, held in the Court House in the city of Marysville, County and State aforesaid, was begun on the first Monday, the fifteenth day of January, in the year aforesaid,

Present,
Hon John A Price,
Judge of the Common Pleas court,
of the 10th Judicial District,
of Ohio,
Wm G Snodgrass,
Sheriff of Union County Ohio

Attest
R M Corry
Clerk of common pleas Court of Union County Ohio,

The Venire Facias, for a Grand Jury, heretofore issued, and returnable this day at 10 oclock A.M. was duly returned by the Sheriff, with his endorsement thereon, as follows, to wit:

On the 18th day of December 1893, 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 herein as follows,

1	Jason Case,	Dec 18, 1893.	By postal Card,
2	~~F J Robinson~~	" " "	" " "
3	~~E P Eubanks,~~ 24	" " "	" " "
4	~~Lone Howard~~	" " "	" " "
5	~~George Harris~~	" " "	" " "
6	John Bell, Sen.	" " "	" " "
7	Hard Pickett	out of the county,	
8	S E. Williams & Sinto-	Dec. 18, 1893	" " "
9	Burt Mahill	" " "	" " "
10	Joseph Price	" " "	" " "
11	L B White,	" " "	" " "
12	F M Eaton	not found.	" " "
13	Samuel Jackson	" " "	" " "
14	J F Tillow,	" " "	" " "
15	H Ingram	" " "	" " "

And upon calling the same in open court all the above named Jurors appeared in answer thereto except the above named E P Ubanks, Hard picket, S E Williams and F M Eaton, and for good cause shown the court excused the said delinquent parties hereto summoned, - and the panel being incomplete the Sheriff, summoned talesmen to complete the same, the

following named persons, who appeared in answer thereto, to wit; Jasper King, W F Frey, John H Shirk, and George Edwards. — and the panel being full, the Court appointed Jason Case, 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 names Persons compose the Grand Jury to wit;

1 Jason Case (Foreman of the Grand Jury
2 J F Robinson
3 Cone Howard.
4 George Harris,
5 John Bell,
6 Burt Cahill,
7 Joseph Price
8 L B White
9 Samuel Jackson
10 J F Tellow
11 H Ingram
12 Jas King Talesmen
13 W F Frey "
14 John H Shirk. "
15, George Edwards, "

6221. Robert Breslow vs A M Crow et al } This day this cause came on for hearing on Motion of defendants to dismiss, and the court on consideration thereof, orderers that the same be dismissed without prejudice to a new action, at cost of plaintiff. Judgment against plaintiff for costs,

6621. Farmers Bank vs Thomas Connor et al } This day by agreement of the parties hereto, this cause was settled, at the cost of the defendants, It is therefore considered by the Court that this cause stand settled, and that the defendants pay the costs, and Judgment is awarded against defendants for costs

6418. Sanford Wiley vs Ella Wiley } This day this cause was dismissed by order of the court for want of prosecution at plaintiffs costs, Judgment against plaintiff for costs

Monday January 15th 1894

6629 Lawrence Martin, and Robert Sanler vs Olford Hale, and Sarah A Hale,

This day come the plantiff and the defendants made default, whereupon the plantiffs and the defendants waived a trial by Jury, and submitted this Cause to the court, whereupon the court being fully advised in the premises do find for the plantiffs, in the premises, and that there is due the plantiffs from the defendants upon the said breach of warranty as alleged, in the plantiffs petition the sum of three thousand and ten dollars with 6 per cent interest from December 16th 1893, and Thereupon it is considered, ordered and and adjudged by the court, that the said plantiffs recover of the said defendants the said sum of $3010, and their costs in this behalf expended.

6626 James W Robinson vs George W Court et al

This day came the plantiff by his attorneys Robinson and Woodburn, and the court being fully advised in the premises, find that all the defendants have been duly served, with process, and that plantiff is tenant in common with said defendants, in the land in said petition described, and that he owns in fee simple of the undivided fifth part of said premises, And that the said Electa Wilcox, and her husband, Charles Wilcox own the one fifth part thereof, And that the defendants, Rachel Joslin and her husband William Joslin, own the one fifth part thereof, And that George Courts own the one fifth part thereof, and thirteen acres of the fifth part of Clemina Yonkin, and that the said Mrs Clemina Yonkin owns the remaining fifth part of said premises, except said 13 acres which she conveyed to George W Courts, and that said George W Courts owns now all the interest therein, which said Charles W Southard owned therein, therefore it is ordered and considered by the Court that plantiff have partition of said lands, and that an order of partition issue by the clerk of this Court to the Sheriff of this county, commanding him that, by the oaths of Thomas M Brannon, Geo M M Peck and Marion Hopkins, three freeholders, disinterested, of the vicinity, he make and partition, and set off and assign to the said plantiff one fifth part of said farm, To said Wilcox and her husband the one fifth part, To said Rachel Joslin and her husband Wm Joslin one fifth part - To said George W Court, the one fifth part thereof, and 13 acres more of average value, of said farm, - And to said Clemina Yonkin the one fifth part except 13 acres thereof, she conveyed to

said George W Court. And if the same cannot be divided without manifest injury, that they so report, and appraise said land according to law, and that they report at the present term of this court

The State of Ohio
vs
Harry Hoover

This day came the defendant and entered into his own recognizance before the court in the sum of ($300.) three hundred dollars, for his appearance on the first day of the next term of this Court to answer to said charge of Larceny and Horse stealing

6581 Dora Potts
vs
Losco Potts

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 having heard the testimony, do find for the plaintiff —

1st That the parties were duly married, as stated in the petition.

2d That service was duly had upon the defendant in this case by publication in the Marysville Tribune, a paper of general circulation in said County.

3d That the defendant has been guilty of wilful absence from the defendant for more than three years.

4. That he is the owner of a one fourth interest in 65 acres of land in said County, subject to the life estate of George W Potts, in York Township, of Union County.

It is therefore decreed ordered and adjudged by the Court that said parties be divorced, and that each party be release from the obligation thereof, and that the plaintiff have the custody care, education, and control of their infant child Alma Potts. And it is further adjudged, ordered and decreed by the Court, that the plaintiff recover from the defendant four hundred ($400.) dollars alimony in this case and her costs herein expended, and that the same be made a lien on said one fourth interest in said 65 acres of land

6577 Cora Kuhn
vs
Wm Powell et al

This case coming on before the Court for hearing, and it appearing that the amount claimed in this case, including the costs, having been paid in full, this case is dismissed.

Monday, January 15th AD 1894

6619 Lena E Mays,
vs
Herbert R Mays

This day came the plaintiff, and the defendant being duly served with summons and a copy of the petition herein and having failed to appear, the court find him in default for answer and demurrer to said petition, and that the allegations 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 preceding the same, and was at that time a bona fide resident of the county of Lucas; and that the parties hereto were married as in the petition set forth.—

The court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty as charged in plaintiff's petition, and that by reason thereof the plaintiff is entitled to divorce as prayed for,

It is therefore ordered and adjudged & decreed by the court that the marriage contract heretofore existing between said Lena E Mays, and the said Herbert R Mays, be, and the same hereby is dissolved and annuled, and both parties are released from the obligations of the same,

And it is further ordered, adjudged and decreed, that the plaintiff be, and she hereby is restored to her maiden name, of Lena E McLoud,

It is further considered by the court that the said plaintiff pay the costs of this proceeding ~~costs~~ herein expended and taxed to $13.85 — It is further found by the court that the parties hereto have settled all questions of alimony, and all questions of dower right of the wife in any real estate, whether it be acquired or obtained, the court therefore, order and adjudge, that the plaintiff be forever barred and estopped from claiming, or interfering in any real estate of the defendant as dower, alimony, or otherwise, and it is also ordered that the defendant and his heirs or any thing in the premises, or any thing in the premises.

6625

6626

6633 Robert Farrer
vs
Samuel Walker

This cause was settled, costs paid, and cause dismissed by consent of both parties.

6579 C B Gartner
vs
German Lutheran St John, Church congregation

This day came the plaintiff and asked leave to file amended petition.
The court on consideration thereof grants plaintiff leave to file amended petition instanter,

6590

Court adjourned till 8 o'clock tomorrow morning

Tuesday January 16th 1894

Court Convened at 8½ o'clock, in the Morning according to adjournment.
Hon John A Price - presiding Judge
Wm G. Snodgrass Sheriff Sheriff of Union County Ohio
Attest R McCorry, Clerk of the Common Pleas Court

Caleb Marsh,
6625 vs
Joseph P Eubank et al } This day this cause came on to be heard upon the Motion of James M Montgomery to be Made a party defendant in this action, and the Court being fully advised in the premises said Motion is granted, and the said James M Montgomery is Made party defendant and leave granted to file his answer and Cross petition therein.

John R Taylor admr &c
vs
Levi H Holt et al
from Probate Court. } Plaintiffs Motion to dismiss appeal, Submitted and overruled by the Court.

James W Robinson
6626 vs
George W Courts et al } This day came all the parties, and the Sheriff reported according to law, that said land could not be divided as ordered by the Court without manifest injury, and had been appraised at $25.00 per acre, according to law. Thereupon it is now ordered by the Court, that said report and appraisement be and the same is confirmed, and neither of said parties electing to take said land at the appraisement, it is ordered by the court that the said land be sold, according to law, and the court order that an order of Sale issue by the clerk of this court, to the Sheriff of this county commanding him to Sell said land at Public Vendue, according to law, in such parcels as he May deem best, and report his proceedings thereon to this Court.

Lester Clark
6590 vs
Jerusha Clark } This day on Motion of plaintiff, to strike out of answer & cross petition of defendant, the following words in said pleading to wit; "and among other things has condoned the plaintiffs" "adultery, with one Eva Smith, since intermarried with one Tremont Spain" the same, on consideration of the Court was sustained, and leave granted defendant to file amended answer & cross petition instanter & same filed.

Thereupon Court adjourned until tomorrow Morning at 9 o'clock.

Wednesday January 17th AD 1894

Court convened at 9 o'clock A.M. pursuant to adjournment. With the same officers of the Court as of yesterday

6585 Margaret Nicely vs Viola B Jaggers 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 pendency of the petition and of the cross petition, and that the parties are before the court in due and legal form, The court further finds that the said Isaac C Bothin 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 Isaac C Bothin deceased, 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 Isaac C Bothin he Made advancements to some of his children; that said advancements should be brought in and made part of this estate for distribution, and that they are as follows; said Isaac C Bothin advanced to his son Theo. Bothin $880.00. To his son Owen D Bothin $700.00. To his daughter Viola B Jaggers, $281.00. and to his daughter Margaret Nicely $100.00 – And the Court further find that the said several advancements, should be brought in and and made part of the Estate of of the said Isaac C Bothin – And there being no personal estate to distribute, the several parties receiving said advancements should receive less, the amount in land in this case to be partitioned It is therefore adjudged and decreed by the Court, that the lands in the petition described be appraised free from the dower estate And that to the appraised value of the same there be added the sum of $1961.00 being the sum total of all advancements, and that partition of said premises be made giving to the said Margaret Nicely, such portion of said premises, as will when added to her advancement of $100.00 equal one Eight of said premises. To Viola B Jaggers, such portion as when added to her advancement of 281.00 equal one eighth of said premises; To Mary E Mangan one eighth of said premises. To Theo. Bothin, such portion as when added to his advancement of $880.00 equal one Eighth of said premises; To Urith Bothin one Eighth of said premises; To Clara B Crocker, one Eighth of said premises. To Owen D Bothin, such portion as will when added to his advancement of $700.00 Equal one Eighth of said premises; To Amelia A Crocker one Eighth of said premises, And it is further ordered that for the purpose of Making said partition, that an order issue to the Sheriff of the said County of Union, commanding him that by the aid of Andrew J Mooney, John Wiley and L S Chapman, three disinterested

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freeholders of said County there be set off and assigned to the said several parties the parts and portions 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 meters and bounds without manifest injury, then and in that case they shall return their appraisement having first divided said real estate into lots and parcels as prayed for in the petition of plaintiff, appraising the said several divisions so made separately. said Sheriff shall then make his return accordingly without unnecessary delay.

6520 Augustus H Dalis pltf
vs
F J Roll & Mary E Roll.
defendts

The Jury at the September term 1893 of this Court, having rendered their verdict in this case in favor of the plaintiff in the sum of three hundred and fifty five and 30/100 dollars, and a motion for a new trial having been made and continued untill the present term of this court;

This cause now coming on to be heard on the motion to set aside the verdict and for a new trial, and the court being of the opinion that the damages assessed by the Jury are excessive to the amount of one hundred dollars, and the plaintiff herein, in court now consenting to remit the excess aforesaid; thereupon the said sum of one hundred dollars being remitted and deducted from the said verdict, the Court overrule the motion for a new trial

It is therefore considered that the plaintiff Augustus H. Dalis, recover from the defendants F J Roll, and Mary E Roll, the sum of Two hundred and fifty five and 30/100 dollars with interest from the first day of said September Term of court 1893, being the residue of the damages by said Jury assessed, together with his costs herein expended.

6499 Charles McCune
vs.
P. C. C. & St. L. Ry. Co

This cause coming 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. It is therefore considered by the Court that the said Charles McCune recover from the said Pittsburg, Cincinnati, Chicago & St. Louis Railway Company the sum of Sixty-six & 56/100 dollars as heretofore by the verdict of the Jury found due him, with interest from the 11th day of September 1893, together with his costs herein expended.

And to the said finding of the Court the defendant then and there excepted.

Thereupon Court Adjourned Until 8½ o'clock tomorrow Morning.

Thursday January 18th AD 1894.

Court convened at 8½ o'clock, this Morning pursuant to adjournment.

6590 Lester Clark vs Jerusha Clark } This day this Cause came on to be heard on the Motion of plaintiff to order and require Stricken from the answer and cross petition of the defendant Certain Matter set forth in full in said Motion which Motion was sustained by the court, and said Matter is stricken from said pleading as asked in said Motion

6545 Arthur D Holman vs The New York, Lake Erie & Western Railway Co } This day this Cause is continued upon the Motion and showing of defendant and at its costs.

It is therefore considered that the plaintiff recover of the defendant the costs of this term taxed at $

Report of Grand Jury.

This day appeared at the bar of this Court the grand Jury heretofore impanneled and sworn in and for the body of the County of Union, viz.-

1 Jason Case 5 John Bell. 9 Samuel Jackson 13. W F Frey
2 J F Robinson 6 Burt Cahill. 10 J F Tillon. 14 John H Shurtz.
3 Cone Howard. 7 Joseph Price. 11 H Ingram. 15 George Edwards.
4 George Harris. 8 L B White. 12 Jas King

And presented to the Court, through their foreman Jason Case, their certain bill of indictment against Frank Irwin, for Robery, and Grand Larceny.. "A true Bill, Jason Case Foreman of the Grand Jury-. And also their certain Bill of indictment against Frank Tanner, for "Pocket Picking and Grand larceny, indorsed a true bill", Jason Case foreman of the Grand Jury- And also their certain other bill of indictment against Jesse Philips, for resisting an officer, "indorsed a True bill",- Jason Case foreman of the grand Jury.

To the Honorable John A Price,
Judge of the Court of Common Pleas, Union County Ohio,

The Grand Jury of the Court of Common Pleas of said County, of the January term 1894, 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 matters as have legitimately come to our notice, having examined over

Thirty 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 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 ~~that~~ also, that there is no stable for the use of the Sheriff, and we ask the Court to order that the matter be brought in the proper form before the Commissioners of Union County, Ohio, with recommendations that a suitable lot be secured and a stable built thereon as soon as possible.

Respectfully Submitted,
Jason Coe Foreman

January 18th 1894.

6591 L H Southard admrx
vs
Wm Hellwood,

This day on motion, the court ordered this cause left off the docket, which is accordingly done

Thereupon Court adjourned till Tuesday Jan 23d 1894 at 10 o'clock A.M.—

Tuesday January 23d AD 1877

Court convened pursuant to adjournment at 10 o'clock A.M. Present Hon John A Price, Judge of Common Pleas Court

Wm. Snodgrass, Sheriff of Union County

attest R M Crosby Clerk of Courts,

6627 J M Kennedy, guardian of Lucy Ann Williams, vs Cassius M C Williams et al

This cause came on to be heard upon the petition 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, pendency and demand of said action against them as required by law, and that said plaintiffs Ward 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 J. M. Kennedy, Attorney for Plaintiff, that by the oaths of J. Charles Kennedy, Simeon Childs, & William Epps, judicious disinterested freeholders of the vicinity upon actual view of the premises one full equal one-seventh part of said lands in said petition described be set off to the said Lucy Ann Williams: to Cassius M. C. Williams one equal one-seventh part of said lands: to William C. Williams one equal seventh part thereof: Ada May Blue one equal one-seventh part thereof: to Jennie L. Williams one equal one-seventh part thereof: to Fannie F. Houston and to Anderson L. Williams one equal one-seventh part thereof. The same free from any dower or life estate of James Williams whom the Court finds has forfeited the same by non-payment of Tax thereon, if the same can be done without manifest injury to the same. If not then the same be appraised free of the dower or life estate of James Williams. 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 it is further ordered by the Court that said J. Charles Kennedy make a complete survey of that portion of said lands known as part of the James Stewart lands devised to said America V. Williams as stated in said petition.

C. B. Gartner
vs.
6579 The German Lutheran
St. John Church & Congregation

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

A. C. Moseley
vs.
6639 Eram J. Healey Exec.

This cause now coming on for hearing on the petition of the plaintiff A. C. Moseley and the evidence the Court find that the defendant Eram J. Healey as Executor of the estate of Mary Clark, deceased, has been duly served with summons in this case, and that he is in default for answer and demurrer and that the allegations of the petition are thereby confessed by him to be true. And that there is due the plaintiff from the defendant the said Eram J. Healey as Executor of Mary Clark deceased, on the promissory note set forth in the petition with interest to the first day of this term January 15th 1894 the sum of six hundred forty-two $\frac{12}{100}$ dollars. The Court further find that to secure the payment of said note (and another note of like amount now paid) the said Mary Clark, deceased, being then in full life duly executed and delivered to said A. C. Moseley the plaintiff her certain mortgage as in the petition described and on the premises therein described and that said deed of mortgage was duly recorded in Vol. 26, Page 142 of the Record of Mortgages of Union County, and is good and valid first lien on the premises described in said petition. And that the conditions in said mortgage have been broken.

It is therefore adjudged and decreed that unless the said defendant Eram J. Healey as Executor of the estate of Mary Clark, deceased, 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 herein the sum so found due as aforesaid ($642.$\frac{12}{}$) with interest from the 15th day of January A. D. 1894 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 Union County, Ohio, directing him to appraise and advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Tuesday, January 23rd A.D. 1894.

6641 Mary E. R. Smith
vs.
George Wilber et al

This case coming on for hearing upon the motion of the plaintiff to make P. L. Coe an additional party defendant the prayer of the motion is granted.

6641 Mary E. R. Smith
vs.
George Wilber et al

This cause now coming on for hearing on the petition and the evidence, the Court find that all the defendants have been either duly served with summons or have voluntarily entered their appearance herein, and that they are all in default for answer and demurrer except P. L. Coe this day made defendant 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 George Wilber, Theresa A. Smith and Thomas E. Smith, on the promissory notes - including Attorney fees - set forth in the petition, with interest to the first day of this term the sum of Thirteen hundred and seventy-eight $^{9}/_{10}$ $^{46}/_{100}$ ($1378.^{46}) dollars.

The Court further find that in order to secure the payment of said notes, interest and Attorney's fees, the said defendants last mentioned, executed and delivered to said Joseph J. Dickinson - their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Book 28, Pages 162 et seq of the Records of Mortgages of Union County, Ohio, and is a good and valid first lien on the premises described in the petition, that the conditions in said mortgage have been broken, and that said mortgage was duly assigned to the plaintiff herein.

It is therefore adjudged and decreed that unless the defendants last above mentioned, 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 15th day of January 1894, at 8% upon payable semi-annually upon all but $60.$^{00} thereof and 6% interest thereon, the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue 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.

James N. Robinson Admr
vs.
6658 John T. McCullough

This day came the plaintiff by Robinson & Woodburn Attorneys, and thereupon came J. H. Kinkade one of the Attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition, the sum of $920.00. It is therefore considered that said plaintiff do recover of said defendant the said sum of $920.00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

State of Ohio
vs.
Frank Grove

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 the premises it is ordered and adjudged by the Court that the said defendant Frank Grove be imprisoned and confined in the Penitentiary of this State and kept at hard labor without any solitary confinement for the period of five years, and that he pay the costs of this prosecution for which execution is awarded.

State of Ohio,
907 vs.
Jesse Philipps

Now comes the Prosecuting Attorney on behalf of the State of Ohio, and the defendant being brought in to 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 Jesse Philipps be imprisoned in the Jail of said County of Union for the period of twenty days and pay a fine of ten dollars and the costs of this prosecution for which execution is awarded.

Thereupon Court adjourned until 8½ o'clock tomorrow Morning

Wednesday January 24th 1894

Court Convened at 8½ o'clock this Morning according to adjournment.

Henry Evans,
vs
Logan Green

This day came the parties, by their attorneys, also came the following named persons as jurors to wit:

1 Monroe Aurine	5 Hough Moore	9 A J Perkins
2 Chauncey E Hill.	6 N C Welch	10 Elmer Herriott
3 James M Aurine.	7 John Gray	11 John Kendel
4 J R Gordon	8 Ed Baker	12 Charles McCloud,

and were duly impanneled and sworn according to law, and thereupon the case came on for hearing upon the pleadings and Evidence, and after hearing the evidence, and the arguments of counsel, and the hour of adjournment having arrived the court discharged said Jury till Tomorrow Morning at 9-o'clock.

6624. Missouri M Chance
vs
O.M. Scott and Bro.

This Cause now coming on for hearing on the Motion of the defendant to order stricken from the petition of the plaintiff filed in this case all that allegation of the petition commencing with the words, "And as she has since learned, &c" beginning on the ~~twenty~~ first line on the first page and ending with the words, "and was a fraud upon her the plaintiff." at the bottom of the said first page. - Also the order stricken from the said petition, the following words, beginning with the last line of the second page of said petition, and ending in the forth line of the third page, of said petition, to wit; - "But unlawfully proceeded to take said carriage" "from the plaintiff, under and by virtue of said instrument of" "of writing so held by them, and appropriated said to their own" "use," . The court on consideration thereof grants the same, Leave was given plaintiff to amend in 30 days

65-27 George Coder
vs
Union Central Life Ins Co

This cause being heard on demurrer to the petition, the court on consideration, sustains the same and the plaintiff is allowed to amend his petition in thirty days.

Wednesday January 24 1894

6061 Lorena Graham vs The Bank of Richwood

This day this cause came on for hearing on the demurrer to the plaintiff's petition, and the court being fully advised in the premises do sustain said demurrer,

Whereupon the plaintiff asked and obtained leave to file amended petition in thirty days, and this cause continued.

6640 James A Gault vs Aaron Boylan et al

This day this cause came on to be heard upon the exceptions by defendants to the depositions of William B Armond, William Beard, and James Hall, On consideration whereof the Court overrules the said exceptions.

To which ruling of the Court the Defendants except.

6403. Welber D Benedict et al vs Charles McCurdy & A L Smith, defendants,

This cause being heard on the demurrer of the plaintiff to the first and fourth defences, of the defendant A. L. Benton's answer herein, the Court on Consideration, sustains the same,

and Thereupon Court adjourned until tomorrow Morning at 9 o'Clock

Thursday January 25th AD 1894

Court Convened at 9 o'clock this Morning according to adjournment.

6417 Henry Evans
vs
Logan Green

This day again came the parties by their attorneys, and it appearing that James M Aurine, one of the Jurors, is unable, by reason of sickness to further attend this trial, and the remaining Eleven Jurors heretofore impanelled and sworn, now coming, the trial proceeded, by consent of both parties, - and the Jury after hearing 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.

Henry Evans
vs
Logan Green, } Jan Term 1894

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

John Gray, Foreman

6625 State of Ohio, ex rel,
Roberta M Belt
vs
Jacob Westfall

Now comes the defendant Jacob Westfall and with and and as his Sureties, to the approval of the court entered into recognizance in the sum of four hundred dollars, conditioned for his appearance at the "April term" of this court, to answer the charge in this action, and this cause is continued on showing of defendant. By agreement defendant is ordered released from Jail, on his own recognizance in said amount and the said Jacob Westfall is therefore discharged from custody.

The State of Ohio
vs
6589 Robert Perdum

It being proved to the satisfaction of the court that the defendant filed his affidavit for continuance of this cause at the last term of this court, and the court on hearing of said motion, granted said motion and ordered said cause continued, at the defendants costs, and rendered judgment for the costs of said term against defendant, and there entered said judgment on the court docket of said case, and the same being by accident or mistake not entered on the court journal of said court, therefore it is ordered by the court, that the following "Nunc protunc," order be now entered on said journal, to have the effect, the same as if it had been entered on said journal at the last term of court to wit;

The State of Ohio ex rel,
Anna Kramer
vs
6580 Robert Perdum

Motion for continuance Sept. Term 1893.

On the application of the defendant, and on his affidavit this cause is continued at the defendants costs, whereupon it is ordered and adjudged by the court that the plantiff recover of the defendant the costs of this term, and this cause is continued.

Robert Martin
vs.
Mary Martin

Now came the plantiff, Robert Martin, and, by Attorney offered Proof of Publication of the pendency and prayer of the petition herein: and the Court finding said publication and proof in all respects regular and according to law do hereby approve the same. And the defendant Mary Martin having been thus legally summoned by publication, and having failed to appear, the Court find her in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by her to be true. The Court also find that the plaintiff, at the time of filing his petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona-fide resident of this County of Union wherein the cause of complaint arose, and that the parties hereto were married as in said petition set forth. The Court further find upon the evidence adduced, that the said defendant has been guilty of gross neglect of duty toward said plantiff as alleged in said petition, and that by reason thereof the said plantiff 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 Robert Martin, plantiff, & the said Mary Martin, defendant, be, and the same hereby is dissolved, and both parties are released from the obligation of the same. And it is further considered by the Court that the plantiff pay the costs of this proceeding: and execution is awarded.

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Friday, January 26th, AD 1894.

Court convened at 9 o'clock Pursuant to adjournment.

John J Finley)
vs.
6657 J W Severe, et al)

This day this cause came on, and was heard on the Motion of the plaintiff for the appointment of a receiver, and the Court on consideration thereof overrules said Motion.

Clarence Perfect }
vs.
6578 Dick Hipple }

This case came on for hearing upon motion of the defendant to dismiss the Appeal. The motion was overruled and plaintiff granted leave to amend transcript within 20 days.

Upon motion of the plaintiff leave was granted to file an amended petition within 30 days.

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Tuesday January 30th AD 1894

Court convened at 9. o'clock this Morning pursuant to adjournment.

Present: Hon John A Pree.
Judge of the Common Pleas Court of Union County Ohio
Wm G Snodgrass Sheriff of Union County Ohio

Attest R M Cory Clerk

The Michigan Mutual Life Insurance Company
6537 vs
Thomas Russell. etal

This Cause coming on, on the motion of the plaintiff, to set aside the sale of lands heretofore made in this action, and all parties concurring thereto, the Court on consideration thereof do find said motion well taken,

It is therefore ordered that said sale, heretofore made, be, and the same is hereby set aside and declared null and void.

It is further ordered that an alias order of sale issue out of this court, directed to the Sheriff of union county, Ohio, Commanding him to advertise and sell said premises, under the appraisement heretofore made, according to the former orders of this Court, and report his proceedings to this Court to await further orders. and it is further ordered that plaintiff pay the costs of this proceeding to date

J. M. Kennedy, Guard.
6627 vs.
Cassius M. C. Williams et al

On motion to the Court by J. M. Kennedy, Attorney for the plaintiff, and upon producing the proceedings of the Sheriff, and also the report and proceedings of the Commissioners herein before appointed. And the same being examined by the Court it is ordered by the Court that said proceedings and report be and the same is hereby approved and confirmed.

And thereupon neither of the parties electing to take said estate at the valuation thereof as returned by said Commissioners on motion of the petitioner it is ordered by the Court that said estate be sold at public auction by the Sheriff of said County of Union according to the Statute in such cases made and provided free of any dower or courtesy therein upon the following terms, to wit: and for good cause shown to the Court for cash.

6540 Emeline Bond
vs.
Malissa Hager

This day this cause is dismissed without prejudice to a new action at the cost of the plaintiff. It is therefore that plaintiff pay the costs of this action herein taxed at $- -

6646 Helen Perfect
vs.
George Wilber et al

This cause now coming on for hearing on the petition and the evidence the Court finds that the defendants George Wilber, Theresa A. Smith, Thomas C. Smith and Clinton H. Coe have each been duly served with Summons and that the defendant N. W. Merchant has duly entered his appearance in this case and that they are in default for answer and demurrer except said Merchant who set up his claim by transcript lien from D. M. Irary, a Justice of the Peace of Allen Township Union County, Ohio, and they thereby confess the allegations in said petition to be true. And that there is due to the plaintiff Helen Perfect from the defendants George Wilber, and Theresa A. Smith on said promissory note and coupon attached the sum of twenty-six hundred and three and $\frac{57}{100}$ dollars with interest at 7% on $2500. from December 15th, 1893, and on $103.$\frac{57}{}$ at 8% from December 15th, 1893 to date of this decree, and to said N. W. Merchant as found due on his said claim by transcript as shown herein to the Court, the sum of $44.$\frac{77}{}$ with 8% interest from January 30th, 1894.

The Court further finds that in order to secure the payment of the note and interest coupons of the said Helen Perfect that the defendants George Wilber, Theresa A. Smith and Thomas C. Smith her husband duly executed and delivered to said Helen Perfect the plantiff their certain mortgage as in the petition described and on the premises therein described, and that said mortgage was duly recorded in Vol. 32, Page 150 of the Records of Mortgages of Union County, Ohio, and is a good and valid first lien on the premises described in the petition and that the consideration in said mortgage have been broken. It is therefore considered by the Court that the plantiff recover from the defendants the sum of $2603.$\frac{57}{}$ with interest on $2000.$\frac{00}{}$ at 7% from December 15th, 1893, and on $103.$\frac{57}{}$ at 8% from December 15th, 1893. And that the said N. W. Merchant recover from said defendant George Wilber the sum of $44.$\frac{77}{}$ with 8% interest and their costs as herein expended. And it is further adjudged and decreed that unless the defendants shall within 5 days from entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plantiff herein the sum so found

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due her as aforesaid and to the said N. N. Merchant the sum so found due him with interest from the 30th day of January 1894 the defendants equity of redemption be foreclosed and that and 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.

Andy Hannegan
vs.
6549 Village of Richwood

This cause came on for hearing upon the petition of plaintiff in error to reverse, vacate and set aside the proceedings and judgment of the Court below. Upon agreement of counsel and consideration of the Court the Court find that said proceedings and judgment were irregular and the same are hereby set aside and reversed at defendants in errors cost and the plaintiff in error is discharged from custody. And it is hereby adjudged that the plaintiff in error recover his costs of the defendant in error in this case taxed.

Alpharetta Dumph
vs.
6628 French Dumph

Now came the plaintiff and the defendant having been legally summoned by publication and having failed to appear the Court find him in default for answer and demurrer to said petition and that the allegations thereof are confessed by him to be true.

The Court 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 cause of complaint on account of cruelty arose in said 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 to the plaintiff and drunkenness all as charged in said petition and that by reason thereof plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged that the marriage contract heretofore existing between the said Alpharetta Dumph and French Dumph be and the same is hereby dissolved and both parties are released from the obligations of the same. It is further ordered that the petitioner be and she hereby is restored to her maiden name of Alpharetta Segrar. It is further

considered by the Court that the plaintiff pay the costs of this proceeding.

No. 6631 Philip Vanderau vs Lewis Streng Jr et al

This cause now coming on for hearing on the petition and evidence, the Court find that the defendants, Lewis Streng Jr, and Lizzie Streng his wife have been duly served with summons, in this case, and that said defendants are in default for answer and demurrer, and that the alegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff Philip Vanderau from the defendant Lewis Streng Jr, on the promisory note set forth in the petition, with interest to date of this decree $1344.16

The Court further find that in order to secure the payment of said note, the defendants Lewis Streng Jr and Lizzie Streng his wife Executed and delivered to said Philip Vanderau, the plaintiff, and to Conrad Weidman; their certain Mortgage, as in the petition described, and on the premises therein described; that said Mortgage was duly recorded in Vol 26, Page 28, Records of Mortgages, Union County Ohio, And that said Conrad Weidman assigned his interest in said note and Mortgage, to the plaintiff herein, as set forth in said petition, And that said Mortgage is a good and Valid lien on the premises described in the petition, and that the conditions of said Mortgage have been Broken. 65 97.

It is therefore adjudged and decreed that unless the defendant Lewis Streng Jr. shall within 10 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 29th day of January 1894 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 orders.

Court adjourned till tomorrow Morning at 9 o'clock.

Wednesday January 31 1894

Court convened pursuant to adjournment at 9 o'clock this Morning.

In the Matter of }
Appointment of }
Deputy Recorder }

To the Hon. John A. Price, Judge
The State of Ohio, } of the Court of Common Pleas of
Union County, ss: } said County.

I, Albert H. Goodwin, Recorder of Union County hereby appoint Walter P. Gregg of Marysville, Ohio, to be one of my Deputies.

The said Walter P. Gregg is a duly qualified elector of said County, and ask that his appointment of Deputy Recorder of said County be approved this 31st day of January A.D. 1894.

(Seal) Albert H. Goodwin, Recorder,
Union County, Ohio.

The above named appointment of said Walter P. Gregg to be Deputy Recorder is hereby approved this 31st day of January A.D. 1894.

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

Daniel Anderson
vs
6597. Elizabeth Anderson et al }

This day came the said parties by their respective attorneys, and thereupon this cause came on to be heard, by the court upon the pleadings and evidence adduced by the parties respectively, and the argument of counsel, On consideration whereof, and the court being fully advised in the premises, doth find, that the plaintiff is entitled to the relief prayed for, in his petition — The Court doth find that on the first day of April 1882, this plaintiff and his brother Andrew Anderson, then in full life, but since deceased, did purchase a a certain tract of land described in the petition herein, containg 122, acres, and 102 poles, of land more or less, from O.P. Clark and wife, for the sum of $7000. That at the time of said purchase it was agreed and understood, that this plaintiff Daniel Anderson was to have 40. acres off the east side thereof, and to pay therefor the sum of $2200. which 40 acre tract is the second tract described in said petition. containing 40 acres more or less.

That at that time this plaintiff took possession of the said 40 acre tract, and has ever since occupied and controlled said land, and has paid the taxes and assessments thereon, and has paid the whole of the purchase money therefor $2200. — That the deed for the whole 122 acres & 102 poles was made to said Andrew Anderson, under an agreement that he would convey the said 40 acres to the plaintiff Daniel Anderson —

That the said Andrew Anderson died on the 5th day of July 1891 without having having made such conveyance to the said Daniel Anderson; leaving Elizabeth Anderson, his widow, and Burleigh Anderson, Emma Anderson, Myrta Anderson, Effa Anderson,

Urlow Anderson, and Guy Anderson his only children, and heirs at law, who hold the legal title to said land by descent from the said Andrew Anderson, as trustees for this plantiff Daniel Anderson.

It is therefore ordered adjudged and decreed, that the said widow and heirs of the said Andrew Anderson aforesaid, convey to the said Daniel Anderson, by a good and sufficient deed of conveyance in fee simple the said 40 acres in the petition herein described within 5 days, from the date of this decree, and in case of default, neglect, or refusal of any, or all of them to so convey within the said 5 days, then this decree shall operate as and be a conveyance of said legal title to this plantiff. And that each and all of said defendants are hereby forever enjoined and restrained from setting up any claim whatever to said lands adverse to the interest of the said plantiff, or any one lawfully claiming under him.

Court adjourned until Tomorrow Morning at 9 o'clock

Thursday, February 1st, A. D. 1894.

6585.

Olive Stillings
vs.
L. F. Carpenter & N. S. Carpenter

This day came the plaintiff by F. T. Arthur, Attorney, and thereupon came John M. Brodrick one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs' petition, the sum of $636.00.

It is therefore considered that said plaintiff do recover of said defendant the said sum of $636.00 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. 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.

6620

The Hydraulic Press Manufacturing Co
vs.
L. Hubbard & N. M. Hubbard

This day came the plaintiff by Robinson & Wordburn Attorney, and thereupon came N. 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 plaintiffs petition, the sum of $118.40.

It is therefore considered that said plaintiff do recover of said defendant the said sum of $118.40 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.

and the land covered by the defendant Bond & Mortgage to the plaintiff, shall be held by him free from any expectancy of Dower, on the part of plaintiff

That the S.

Thursday February 1st AD 1894.

6585. Margaret Nicely
vs
Viola B Jaggers. et al

On motion to the court by F.T. Arthur, attorney for plaintiff, and upon producing the proceedings of the sheriff, and the report of the 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, in all respects; and therefore neither of the parties electing to take said Estate at the valuation thereof, as returned by the commissioners on motion of counsel for the plaintiff it is ordered by the court, that the lands and tenements in the petition mentioned, and as surveyed and platted, be sold at public auction, by the sheriff of this Union County, according to the statute in such case made and provided free from any Dower estate, upon the following terms to wit, One third in hand, one third in one year, and one third in two years from the day of sale, with interest on deferred payments, and that they be secured by mortgage upon the premises sold.

6620 Lavina Bowdre
vs
Benjamin F Bowdre

This cause came on to be heard on the petition the answer, of defendant, Benjamin F Bowdre, (having been withdrawn) and the evidence, and on consideration thereof, the court find that the plaintiff, at the time of filing her petition had been a resident of the State of Ohio, for one year next preceding the filing of the same, and was at that time a bona fide resident of the County of Union, and that the parties hereto were married, as in the 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 decree as prayed for. It is therefore ordered and adjudged by the court that the Marriage contract heretofore existing between the said Lovina Bowdre, and Benjamin F Bowdre, be, and the same hereby is, dissolved, and both parties hereby are released from the obligations of the same, — And the court find that the plaintiff is the owner of the following described real estate, not heretofore disposed of to wit; the tract of thirty acres on which she now resides, in Dover Township Union County Ohio, and the same is hereby restored to her divested of all and every claim, title, and interest by Curtesy, Dower or otherwise of her said husband. It is further ordered and adjudged that said plaintiff have and enjoy as 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 and Kitchen furniture, now in possession of plaintiff, Except what belonged to defendant before said Marriage — one pig, the covered buggy, and one half the straw now situate on said premises, It is further ordered by the court that the said defendant recover his costs, herein expended, from the said plaintiff, execution is awarded.

and the land owned by the defendant before marriage to the plaintiff, shall be held by him free from dower, or the claim of any expectancy of

Friday February 2nd 1894.

Court convened at 8½ o'clock this morning according to adjournment on yesterday.

6634. Elizabeth Cheney vs. Maria Caldwell } Entry of Judgment and order of Sale

This day this cause comes to be heard upon the petition of the plaintiff, the entries of appearance of the defendants Maria Caldwell, and George Caldwell and the answer of Maria Caldwell, said George Caldwell being in default for answer or demurrer to said petition.

And the Court having heard the proofs and evidence adduced by plaintiff and the arguments of her counsel and being fully advised in the premises doth find:

1st. That the defendants have duly entered their appearance herein and are legally informed of the pendency and prayer of plaintiff's petition and that defendant George Caldwell is in default for answer or demurrer.

2nd. That all and singular the statements contained in the petition are true.

3rd. That there was due said plaintiff on the first day of this term, to wit: January 15th, 1894, the sum of $509.83 from said defendants Maria Caldwell and George Caldwell, which amount is entitled to draw interest at 8 per cent. per annum from said January 15th, 1894, until paid.

4th. That the mortgage set forth in plaintiff's second cause of action is the first and best lien on the premises in said petition described, except such lien as may hereafter due the State for taxes on said mortgaged property, if anything.

Wherefore it is adjudged by the Court that the plaintiff herein recover against the said defendants Mara Caldwell and George Caldwell the said sum of five hundred nine 83/100 dollars and interest thereon from January 15th, 1894 until paid at the rate of 8 per cent. per annum, together with costs in this behalf expended taxed at $--- for which execution is awarded.

And it is further ordered by the Court that unless the said defendants, Maria Caldwell and George Caldwell or either of them, shall pay or cause to be paid, said above adjudged sum of money and interest and costs to the plaintiff within 3 days from the date of the entry hereof, the equity of redemption of said defendants in said mortgaged premises, be forever foreclosed, and an order of sale issue to the Sheriff for the time being of said County, commanding him as such Sheriff to cause said premises in the petition described to be appraised, advertised and sold as upon execution and that he bring the proceeds of such sale into Court forthwith upon the consummation of such sale, to be distributed by the Court according to its further order.

Friday Feby 2d 1894.

6640 James A Gault. vs Aaron Boylan et al

This Cause came on for hearing upon the demurrer of defendant to the petition; On consideration whereof the court overrules said demurrer, and the defendant have 30 days to file answer,

6417. Henry Evans vs Logan Green

The Jury in this action having on a former day of this term rendered a verdict in favor of 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 plaintiff his costs herein expended, and taxed to $. and that plaintiff be adjudged to pay his own costs herein, taxed at $ and Execution is awarded therefor,

Monday, February, 12th, 1894.

Charles McCrane
vs.
P. C. C. & St. L. Ry. Co.

Now comes the defendant and presents to the Court its 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 in this case.

Mandate from Circuit Court.

The State of Ohio. Circuit Court of Union County.
To the Honorable, the 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

The Hon Thomas W Seney
Hon John J Moore } Judges.
Hon James H Day.

at Marysville, on the 13th day of February AD 1894, among other proceedings then and there had by and before said Court, as appears by its Journal, were the following viz—

No 119. Dora Miller, by her Guardian &c. plaintiff,
vs
Mary Tatman et al Defendants

This day came on this cause to be heard on the motion of the plaintiff, to dismiss the appeal, whereupon the Court being fully advised in the premises, do find for the plaintiff on the motion, and therefore it is ordered by the Court that the appeal in this case be, and the same is dismissed.
To all of which John R Taylor excepts.

6666,

It is therefore ordered that a Special Mandate issue to the Court of Common Pleas to carry out this order of partition the same as if said appeal had not been taken.

We Therefore command you, that without delay you cause Judgment of Our Circuit Court to be carried into Execution according to the tenor thereof

Witness My Signature as Clerk of our said Circuit Court and the Seal thereof affixed at Marysville, this 14th day of February AD 1894

R M Owing
Clerk

Supreme Court.

State of Ohio } Supreme Court of the State of Ohio
City of Columbus } Of the Term of January. AD 1894.
To wit Feby 20th

Ann. M Pilcher
vs
Walter C Sullington. } 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, Josiah B Allen, 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 13 Page 334.

In Witness whereof, I have hereunto ~~set my hand~~ subscribed my name, and affixed the Seal of Said Supreme Court, this 27th day of February AD 1894

(Seal)

J B Allen Clerk
Geo H Walker Deputy.—

6666, Ada Lyons
vs.
Samuel Turner } Now comes the plaintiff and dismisses this action, and at her own costs,

March 1st AD 1894, January Term,

6550, John L Porter and Fannie L Sharp vs Daniel Miller et al

This day this Cause came on to be heard upon the petition of plaintiffs, and the evidence adduced, upon the hearing by the plaintiffs, the defendants all being in default for answer and demurrer, or motion, - And the court being fully advised in the premises, do find the allegations of plaintiffs petition to be true, and the Court further find that since the Commencement of this action, to wit on June 29th 1893, the defendant Daniel Miller paid as part of the interest due on said notes, the sum of $26.00 on each note and that there is still due the plaintiffs from said Daniel Miller on said notes the sum of four hundred and eighty five & 80/100 dollars. ($485.80), with interest at 8 per cent from March 1st 1894 and that plaintiffs ought to have judgment on the same, -

It is therefore considered that plaintiffs recover of said Daniel Miller said sum of $485.80 with 8 per cent interest from the first day of March 1894 and their costs herein expended, to wit $ -

The Court upon evidence further find and adjudge, that the defendant, William P Weld, has no interest or claim in the notes and Mortgage herein sued upon, and that the allegations in regard thereto are true. And the Court further find that Eleanor C. Brown, had heretofore sold her interest and claim in and to said notes & Mortgage ~~and that~~ to said plaintiff John L Porter, and that he is the lawful owner and holder of the same, and that the said George L Sharp had heretofore sold his interest and claim in and to said notes and Mortgage, to plaintiff Fannie L Sharp, and that she is the lawful owner and holder of said interest and claim And the Court find, that the defendants Eleanor C. Brown, William P Weld, and George L Sharp - together with the plaintiffs are the heirs and only heirs at law of William Porter deceased and that the plaintiffs are the lawful and legal owners of said notes and Mortgage as alleged by plaintiffs in their petition

And it is therefore ordered and adjudged, that in case the said Daniel Miller fails for five days, from this date of this entry to pay to the plaintiffs said sum of $485.80 with 8 per cent interest from March 1st 1894 with costs of suit, an order issue to the Sheriff of this County, commanding him to cause the lands and tenements in said petition described to be appraised advertised and sold, according to law, and apply the proceeds of said sale in satisfaction of the said sum so found due plaintiffs, with the interest thereon and costs of suit, and that the residue of the purchase money if any, be put into court, subject to its future order,

Tuesday, March 20th, A.D. 1894.

6669 John L. Porter
vs.
Lonie Alexander et al

This day this cause come on to be heard upon the petition of plaintiff, the defendants being in default for answer and demurrer. And the Court being fully advised in the premises do find the allegations of the petition to be true. And the Court find that there is due to the plaintiff from the defendant Lonie Alexander the sum of Thirteen hundred and ninety-four 9/10 26/100 dollars ($1394.26) as the plaintiff hath in his petition alleged, and that he ought to recover judgment for the same;

It is therefore considered and adjudged that the plaintiff recover of the said Lonie Alexander said sum of $1394.26 which amount will draw interest at 8 per cent. from March 21st, 1894, and that plaintiff recover of said defendant Lonie Alexander his costs herein taxed at $---.

And it is further considered and decreed that unless said Lonie Alexander shall within one day after the date of this entry, towit March 20th, 1894, pay to said John L. Porter the said sum of $1394.26 so adjudged his due as aforesaid with the interest an order issue to the Sheriff of said County of Union commanding him to appraise, advertise and sell the real estate described in plaintiff's petition according to law, and to bring the proceeds of said sale into Court for further order. Since the above entry has been placed on the journal, This Cause was settled between the parties, costs paid, no Record to be Made.

6639 A. C. Mosely
vs.
Evan J. Healey Exec.

Now on motion of the plaintiff by his Attorney, and on his producing the return of the Sheriff of the sale made under the former order of Court and the Court, on careful examination of the proceedings of the said Sheriff being satisfied that the same have been made and 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 A. C. Mosely 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 therein for the protection of his title and a writ of restitution is awarded to put said purchaser in possession of said premises.

It is further ordered that the cause satisfaction

Tuesday, March 20th A.D. 1894.

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 pro- 65-37
-ceeds of said sale amounting to $1920.42 it is ordered that the Sheriff out of the money in his hands, pay
1st. To the Treasurer of said County the taxes, penalty and interest against said property, towit the sum of -
2nd. To the Clerk the costs of this action taxed at $-
3rd. To the plaintiff A. C. Mosely the amount heretofore found due him with interest to this date the sum of $649.[illegible]
4th. To the defendant Lemuel James as Administrator de bonis non will annexed of Mary Clark, deceased, (and the successor of the said Frank J. Healey, Executor of the said Mary Clark deceased) the balance of money remaining in his hands, towit the sum of $-- to administer according to the order of the Probate Court of this County of Union in conformity to the last Will and Testament of said Mary Clark, deceased.

Dora Miller by Guard.
vs.
65-26 Mary Tatman et al

On motion to the Court by Robinson and Woodburn Attorneys for said petitioner and upon producing the return of the Sheriff and the report of said Commissioners heretofore appointed and the same having been examined by the Court here and found in all respects correct and in conformity to law. It is hereby ordered that the said proceedings and report be and the same is hereby approved and confirmed, and that said parties hold in severally the parts and premises set off and assigned to each respectively.

And it is further ordered that the costs of this action including a counsel fee to the said Robinson and Woodburn of $80.00 be paid; also the taxes now on the land amounting to $48.87 also the indebtedness of the estate of Samuel Walters deceased for the payment of which a Bond has been given amounting to $. That these several sums be paid by said parties in the following proportion towit: The said Dora Miller one-eighth part: the said Mary Tatman one-fourth part: to the said Jasper E. Cary one-fourth part: to Isaac Walters one-eighth part: to James Smoke one-eighth part: and Ella Bosh one-eighth part. And that in default thereof that execution issue therefor.

Tuesday, March 20th, A.D. 1894.

The Michigan Mutual Life Insurance Co.,
vs.
65-37 Thomas Russell 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 The Michigan 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 lienholders in said premises 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 Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale, amounting to ten hundred and ninety-$\frac{97}{100}$ ($1090.^{97}) 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 $7.^{90}

Secondly: The costs of this action, taxed at $91.^{69}.

Thirdly: To the plaintiff The Michigan Mutual Life Insurance Company, the balance of the said money, remaining in his hands, to wit, the sum of $991.^{83} to be applied as a credit upon plaintiff's judgment against the defendant Thomas Russell.

And there still remaining due to The Michigan Mutual Life Insurance Company the sum of $475.^{12} it is considered that the plaintiff recover the same from the defendant, Thomas Russell, and execution is awarded therefor.

Caleb Harsh
vs.
Joseph P. Eubanks et al

This cause now coming on for hearing on the petition of the plaintiff, the cross petition of the defendant James M. Montgomery, and the evidence, the Court find that the defendants Joseph P. Eubanks and L. A. Eubanks 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

Tuesday, March 20th, A.D. 1894.

confessed by them to be true, and that there is due the plaintiff from defendant Joseph P. Eubanks on the promissory note set forth in the petition with interest at 8% payable semi-annually to the date of this decree the sum of $537.45

The Court further find that in order to secure the payment of said note the defendants Joseph P. Eubanks and L. A. Eubanks, his wife, executed and delivered to said Caleb Harsh the plaintiff, their certain mortgage as in the petition described, and on the premises therein described, that said mortgage was duly recorded in Vol. 20, Page 613 of the Record of Mortgages of Union County, Ohio, and is a good and valid lien on said premises described in the petition, and that the conditions of said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover of the defendant Joseph P. Eubanks the said sum of $537.45 and his costs herein expended.

And it is further adjudged and decreed that unless the defendant Joseph P. Eubanks shall within 3 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 19th day of March 1894, at 8% 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. 4787 ½

And this cause coming on for further hearing on the cross-petition of the defendant James M. Montgomery the Court find that there is due the defendant James M. Montgomery on the note set forth in his cross-petition the sum of $538.42 from the defendant Joseph P. Eubanks being principal and interest at 6% payable annually to the date of this decree. The Court further find that in order to secure the payment of said note the defendants Joseph P. Eubanks and L. A. Eubanks did on the 12th day of May 1886 execute and deliver to P. Bisman, M. R. Lewis, M. H. Howe and M. Harmon constituting the firm of P. Bisman and Co., their mortgage deed as in the cross-petition described and on the premises therein described; that said mortgage was duly recorded in Vol. 21, Page 491, Record of Mortgages of Union County, Ohio, and is a good and valid lien on said premises described in said cross-petition and the conditions of said mortgage have been broken.

The Court further find that said note and mortgage have passed by successive transfers and endorsements from said P. Bisman and Co. to M. R. Lewis, from M. R. Lewis to L. A. Eubanks, and from Mrs. L. A. Eubanks

Tuesday, March 20th, A. D. 1894.

to defendant James M. Montgomery.

It is therefore considered by the Court that the defendant James M. Montgomery recover of the defendant Joseph P. Eubanks the said sum of $635.42 so found due as aforesaid and his costs herein expended.

And it is further ordered, adjudged and decreed that unless the defendant Joseph P. Eubanks shall within 3 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 James M. Montgomery the sum so found due him as aforesaid with interest at 6% from the 19th day of March 1894 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 to report his proceedings to this Court for further order.

4787 ½ In the Matter of the Union County Farmers Insurance Company }

This day came the parties by their Attorneys and this cause come on to be heard upon the Report of the Receiver heretofore filed together with the evidence, and was argued by counsel and submitted. On consideration whereof the Court finds that said Report is a true and correct statement of the amounts collected and disbursed by the said Receiver, and that the amount of $300.00 claimed as compensation by said Receiver is just and reasonable and the same is allowed him by the Court.

The Court finds the balance in the hands of said Receiver after deducting his compensation is $218.62 out of which he is directed to pay the cost hereof, and to pay the balance pro rata to the creditors, whose claims have been duly presented and allowed.

And the Court order that the notes in the said report mentioned be filed with the papers in this case for the benefit of creditors who may desire to collect the same. It is further ordered that the said Receiver be discharged.

Tuesday, March 20th, A. D. 1894.

6585 Margaret Niceley
vs.
Viola B. Jaggers 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 sales are hereby approved and confirmed. And the said Sheriff is ordered by deed duly executed to convey said premises to the following purchasers, free from dower estate to

1 Charles Southard Division Number One (No. 1) as described in Commissioners Return.
2 J. Charles Kennedy, Division Number Two (No. 2) as described in Commissioners Return.
3 William T. Hoopes, Division Number Three (No. 3) as described in Commissioners Return.
4 James N. Tilton, Division Number Four (No. 4) as described in Commissioners Return
5 L. B. Demorest, Division Number Five (No. 5) as described in Commissioners Return.
6 Martha & Miranda Eaton, Division Number Six (No. 6) as described in Commissioners Return.
7 Algernon S. Morgridge, Division Number Seven (No. 7) as described in Commissioners Return.
8 Robert M. Henderson, Division Number Eight (No. 8) as described in Commissioners Return.
9 Charlotte Scott, Division Number Nine (No. 9) as described in Commissioners Return.
10 11 12 Edward N. Porter, Divisions Number Ten, Eleven & Twelve (No. 10-11-12) as described in Commissioners Return.
13 14 Malon Maugans, Divisions Number Thirteen & Fourteen (No. 13-14) as described in Commissioners Return.
15 Margaret Niceley, Division Number Fifteen (No. 15) as described in Commissioners Return
16 17 M. H. Dea, Divisions Number Sixteen & Seventeen (No. 16, 17) as described in Commissioners Return.
18 J. Charles Kennedy, Division Number Eighteen (No. 18) as described in Commissioners Return.

And to Viola B. Jaggers the amount of land sold to her.

It is further ordered that the Sheriff, out of the proceeds of sale pay: First: To the Treasurer of Union County $-- being the taxes and penalty due on said premises. Second: To the Clerk of this Court the costs of this action including a counsel fee of $130.00 to F. T. Arthur for his services herein. And also including a counsel fee of $130.00 to J. L. Cameron for his services herein.

And as to the distribution of the balance of the proceeds of sale this cause is continued.

Tuesday, March 20th, A.D. 1894.

6589 State of Ohio, Ex Rel
vs.
Robert Purdum

This day this cause come on to be heard and thereupon the parties, to wit, the said Anna Kramer and Robert Purdum appeared in open Court and in the presence of the Court acknowledged the execution of a written agreement of settlement which is in the words following:

State of Ohio Ex Rel.
vs.
Robert Purdum

Article of Agreement.

It is agreed in this case that when Dawa Purdum wife of Robert Purdum signs a chattel mortgage on goods therein described already signed by defendant securing the payment of $300.00 as therein stated, and said property is found to be unencumbered, then the said Anna Kramer agrees to receive in full satisfaction in settlement of this suit. The three notes of Robert Purdum for $100.00 each payable one June 15th, 1894, one October 15th, 1894 and the other June 1st, 1895 all on interest at 8 per cent. with Fred Kyle as surety and with the additional surety of the aforesaid chattel mortgage, when completed and placed on file: To which arrangement Robert Purdum hereby agrees and binds himself.

(Signed) Miss Anna Kramer
Robert his X mark Purdum

Attest; A.B. Robinson

Whereby the said defendant secured to be paid to the said Anna Kramer three hundred dollars in full settlement. And thereupon this cause is continued.

6627 J. M. Kennedy, Guardian &c
vs.
Cassius M. C. Williams 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 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 that said Sheriff execute and deliver to said purchasers Jeremiah Poling and Norton Reed upon full compliance by them with the terms of such sale a deed in fee simple for the said lands and tenements by him sold as aforesaid.

And it is further ordered by the Court that the

Tuesday, March 20th, A. D. 1894.

costs and expense of the action including $41.00 as Attorney fee to J. M. Kennedy, Attorney for plaintiff and the tax due on said lands and then out of the balance of said money in the hands of said Sheriff - To the plaintiff one-seventh part thereof; to Cassius M. C. Williams, one-seventh part thereof; to William C. Williams, one-seventh part thereof; to Ada May Blue one equal seventh part thereof; James D. Williams one-equal seventh part thereof; Frannie F. Houston one equal one-seventh part thereof to Anderson D. Williams one equal one-seventh part thereof.

6630 Lawrence Martin et al vs. William Moodie

This day this cause come on to be heard upon the motion of plaintiff to strike out clauses 3 and 7 in defendant's answer and thereupon the Court being fully advised in the premises find in favor of said motion and orders cause 3 and 7 to be stricken from said answer; and the same is hereby stricken out. To which ruling and decision the defendant then and there excepted. Thereupon plaintiff asked leave to reply which was granted to be filed in 10 days, and case continued.

6649 Third National Bank of Cincinnati, Ohio vs. N. S. Vaughan

This day this came up on motion of defendant for leave to file answer and thereupon the Court granted leave to defendant to file answer in twenty days and this case continued.

6656 Emily E. Cheney vs. Catharine A. Brown et al

This cause now coming on for hearing on the petition of the plaintiff, the cross petition of Daniel T. Lee and the evidence, the Court find that the defendants Catharine A. Brown and Wilson Brown have been duly served with summons in this case and that they and each of them are in default for answer and demurrer and that the allegations of the petition of plaintiff and the cross-petition of said Daniel T. Lee are thereby confessed by them to be true.

Tuesday, March 20th, A. D. 1894.

and that all the allegations of the petition and cross-petition are true in manner and form as therein respectively set forth: and that there is due the plaintiff Emily E. Cheney from the defendants Catharine A. Brown and Wilson Brown on the promissory note set forth in the petition, with interest to the 20th day of March 1894 the sum of $3266.35 and that there is due the defendant Daniel T. Lee from the defendants Catharine A. Brown and Wilson Brown, on the promissory note set forth in the cross-petition of said Daniel T. Lee with interest to the 20th day of March 1894 $2026.28.

The Court further find that in order to secure the payment of said notes the defendants Catharine A. Brown and Wilson Brown, husband of said Catharine A. Brown executed and delivered to the said plaintiff Emily E. Cheney, then Emily E. Lamb their certain mortgage as in the petition described and on the premises therein described, that said mortgage was duly recorded in Book 20 Page 126 of the Records of Mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the said defendants Catharine A. Brown and Wilson Brown the said sum of $3266.35 and her costs herein expended, and that the defendant Daniel T. Lee recover from the defendants Catharine A. Brown and Wilson Brown the said sum of $2026.28 and his costs herein expended, and that it is further adjudged and decreed that unless the defendants Catharine A. Brown and Wilson Brown 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 her as aforesaid with interest from the 20th day of March 1894, at the rate of 8 per cent. and to the defendant Daniel T. Lee the sum so found due him as aforesaid with interest from said 20th day of March 1894 at the rate of 8 per cent. the defendants Catharine A. Brown and Wilson Brown equity of redemption be foreclosed and that 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.

John A. Price, Judge.

Tuesday, March 20th A. D. 1894.

6670 Thomas Powers
vs.
George C. Dammetal

Now comes the plaintiff by his Attorney and the defendants being in default for answer and demurrer, the case was submitted to the Court upon the pleadings and the evidence, and on consideration thereof the Court find, that the allegations of the plaintiff in his petition are true, and that there is due the plaintiff from the defendants the sum of one hundred and thirty $\frac{56}{100}$ ($130.$\frac{56}{}$) dollars at this date March 20th 1894 and that such sum should bear interest from this date at 8 per cent. It is therefore considered ordered and adjudged by the Court that the plaintiff recover from the defendants the said sum of $130.$\frac{56}{}$ with interest at 8 per cent. from this date and costs of prosecution, and that unless the same be paid in ten days that execution issue therefor.

6671 Clara C. Maloy
vs.
Nettie Collett et al

On motion to the Court it is ordered that O. H. Evans be and he is made a party defendant hereto with leave to file answer instanter.

6692 B. D. Barbee
vs.
Jonathan Grandstaff

In this cause, on motion of said plaintiff, and the showing of his counsel, it being made to appear to the Court that the said judgment herein has become and is dormant, and that there is still due thereon the sum of sixty-one and $\frac{50}{100}$ dollars and $2.$\frac{45}{100}$ costs, with interest from the 8th day of July A. D. 1887.

It is therefore ordered that said defendant Jonathan Grandstaff be, and he is hereby ordered to show cause why the said judgment for said sums of money should not be revived on or before the 21st day of April A. D. 1894, and in default of such showing, that said judgment to stand revived for said sums of money.

Tuesday, March 20th, A. D. 1894.

C. B. Gartner
6579 vs.
German Lutheran
St. John Church and
Congregation

This day leave is granted to file answer to the amended petition of plaintiff, and answer filed.

Andrew Gill et al.
6580 vs.
Keinsley Wood

This day leave is granted plaintiffs to file reply to answer of defendant, instanter.

Clinton H. Coe
6623 vs.
Philip L. Coe

This day leave is granted plaintiff to file amended petition against defendant, - amended petition filed.

H. N. Quigley
6659 vs.
P. G. Wynegar

This day leave is granted plaintiff to file his petition in this case in twenty days.

James N. Robinson
6626. vs.
Elmina Yonkin et al

Now comes the said plaintiff by his Attorney Robinson & Woodburn and on his motion and on producing the report of the Sheriff of his sale made under the former order of this Court and the Court being satisfied on examination that said sale has been made according to law, it is ordered that the said proceedings and sale be and the same is hereby approved and confirmed. And the said Sheriff is ordered by deed duly executed to convey said premises to the said purchaser in fee simple. And it is further ordered that the said Sheriff out of the money in his hands pay:

First: The costs of this proceeding, including a counsel fee of $100.00 to Robinson & Woodburn, taxed to $--.

And that of the residue he pay to the said James N. Robinson one-equal one-fifth part: To Electa Wilcox and her husband Charles Wilcox one-fifth part: To Rachel Joslin and her husband William Joslin one-fifth part: To George N. Courts one-fifth part and 13 acres of the one-fifth part of Mrs. Elmina Yonkin; and to Mrs. Elmina Yonkin the remaining fifth part

except said 13 acres conveyed to George N. Courts.
The purchaser by agreement is to run all risks as to liens on the lands

6663 Jacob W Fredrick
vs
Mary A Fredrick

This day this cause came on for hearing on the petition and the evidence. On consideration the court finds that all the defendants have had due and legal notice of the pendency and demand of the said petition; that all said defendants are in default for answer thereto, and that the personal property of said Jacob Fredrick, deceased, is sufficient to pay all the debts and claims against the estate of the said deceased;

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 said Mary A Fredrick, widow, is entitled to dower therein, and that subject thereto, the plaintiff, Jacob W Fredrick has a legal right to the one fifth part of said Estate; the defendants, Rachel A Pickett, and Sarah C Baker each one fifth part thereof.- The defendants John W Fredrick, Edward Fredrick, Ann Fredrick, Henry Fredrick, Frank Fredrick each one thirty fifth part, (1/35) thereof; and the defendants Annadent, Mary Rowe, Frank Hensel, Martha Hensel, and Forest Hensel, each one twenty fifth part (1/25) thereof; and that the plaintiff is entitled to have partition made of said premises as prayed for 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 A Fredrick; And, A. S. Mowrey, George Leasure, and Cliff Seeley, 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 A Fredrick be assigned as of a third part of the rents issues and profits thereof, and that said estate be appraised subject to such dower interest.

And it is ordered that a writ issue to the Sheriff of Union County Ohio, commanding him that by the oaths of the commissioners above named, he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are hereinbefore severally found entitled, and also cause to be set off and assigned in manner as above ordered the dower of the said Mary A Fredrick

And of his proceedings herein, the said Sheriff is ordered to make due return

Tuesday March 20th 1894

6150. The State of Ohio, ex rel, Arthur Webb, admr. &c, vs. Ezra E Weller and Harrison Hetteller

This Cause coming on for hearing on the Report of J H Huckade, referee herein, — and on the motion to set aside same, and for a new trial, the Court on Consideration grants the said Motion and said proceedings and report are hereby set aside, and vacated, and a new trial granted. To which decision of the court the relator excepts.

6657 John J. Finley vs. J. N. Severe et al

This day this case came up on motion of defendant for leave to file answer and thereupon the Court granted leave to file answer in 20 days and case continued.

6665. James McCampbell, Admr. vs Ada McCampbell, et al

This cause coming on this day to be heard upon the petition, proofs, and exhibits, the Court find that all the defendants have been duly served with process, or have voluntarily entered their appearance in the case; and that, as set forth in the petition, it is necessary to sell the real estate therein described, to pay the debts of the said Alfred McCampbell, deceased.

It is therefore ordered and adjudged by the Court that James McCampbell as Administrator as aforesaid, advertise and sell at public vendue on the premises according to the appraisement contained in the inventory returned by him to the Probate Court, the real estate described in the petition on the following terms, to wit: Six hundred dollars cash; $1500 on or before October 29th, 1894, and the balance in equal installments due respectively on or before October 29th, 1895 and October 29th 1896, with interest and secured by mortgage on the premises, and that the said James McCampbell make due return to this Court.

Tuesday March 20th 1894

Certificate for Sheriffs Pay,

To Hon John A Price Judge,

The Court charges for this adjourned term of January AD 1894, union County Common Pleas Court, are due for services rendered, as follows,

To Wm G Snodgrass, Sheriff, for Deputies,

Joseph W Lawrence one day		2 00
Jesse Pearce " "		2 00
Total	$4 00	

I hereby certify the above bill to be correct,

Wm G Snodgrass Sheriff

To the Clerk of Courts of union County Ohio,

You will make entry of the above bill, and certify the same to the Auditor of this County,

John A Price Judge of Common Pleas, Court

COUNTY